File No. D07-12-18-0034

October 30, 2019

Fotenn Consultants Inc.
223 McLeod Street
Ottawa, ON K2P 0Z8
Attention: Paul Black

Dear: Mr. Black:

Subject: Site Plan Control Application
8600 Campeau Drive

The City has approved the Site Plan Control application received on March 9, 2018, subject to Owner of the subject lands entering into a Site Plan Agreement.

It is important to note that this Site Plan Control Approval will lapse if certain requirements are not fulfilled by October 30, 2019. Specific details of the requirements will be provided to you once it has been indicated that the Owner is prepared to enter into an agreement with the City. These requirements may include, but are not limited to the following:

- Site Plan Agreement is signed.
- Security in the form of a Letter of Credit – in the City's standard format and wording, certified cheque or bank draft is provided.
- Certificate of Liability Insurance provided.
- Any required fees are paid

Please note that the documents referred to above, if not submitted in the City's required format(s), will be returned, resulting in a delay issuing a building permit and/or a commence work order.

Also enclosed is a copy of the approved plan(s). We will retain the original site plan(s).

If you have any questions or concerns, please contact Laurel McCreighte by telephone at 613-580-2424, extension 16587 or by e-mail at Laurel.McCreight@ottawa.ca.

Sincerely,

Laurel McCreight
Planner II
Development Review

Enclosures(13)

c.c. Councillor Marianne Wilkinson
Mark Fraser, Infrastructure Approvals Project Manager, PIED (include 1 set of approved/signed mylars)
Matthew.Wilson@ottawa.ca, Development Inspections
Matthew.Hayley@ottawa.ca, Environmental Planner
Linda.Carkner@ottawa.ca, Right of Way
Pauline.Prevost@ottawa.ca, Transportation
John.Buck@ottawa.ca, Building Inspections
Patrick.Kennedy@ottawa.ca, Program Manager - Permit Approvals (include all final/consolidated approved Geotechnical and/or Slope Stability studies)
Mike.Levasseur@ottawa.ca, Zoning Plan Examiner
Addressing And Signs
Joseph Langiano, Right of Way Agreements Coordinator
Jake.Gravelle@ottawa.ca, By-Law Enforcement
Wendy.Hickson@ottawa.ca, Development Agreement Officer
Joumana.Tannouri@ottawa.ca, Finance
KWOG - Debbie Belfie, Kanata West Owners Group
Jake.Lefebvre@mpac.ca, Account Manager, MPAC
OttawaScene Canada Signs, 1565 Chatelain Avenue, Ottawa, ON K1Z 8B5 (no attachments)
BHG Kanata West Hotel LP
Niall Oddie, Mississippi Valley Conservation Authority, 10970 Hwy. 7 Carleton Place, ON K7C 3P1

SITE PLAN CONTROL APPROVAL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW

Site Location: 8600 Campeau Drive

File No.: D07-12-18-0034

Date of Application: March 09, 2018

This SITE PLAN CONTROL application submitted by Scott Alain, Fotenn Planning Consultants Inc., on behalf of BHG Kanata West Hotel LP, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Wingate by Wyndham, 8600 Campeau Drive, A1.01, prepared by Parallel Architecture, dated July 6, 2018, Revision 3 dated October 12, 2018.

2. **Landscape Plan**, Wingate by Wyndham, 8600 Campeau Drive, L1.01, prepared by Levstek Consultants, dated March 7, 2018, Revision 3 dated July 30, 2018.

3. **North & South Elevations**, Wingate by Wyndham, 8600 Campeau Drive, A3.01, prepared by Parallel Architecture, dated July 6, 2018, Revision 2 dated July 25, 2018.

4. **East & West Elevations**, Wingate by Wyndham, 8600 Campeau Drive, A3.01, prepared by Parallel Architecture, dated July 6, 2018, Revision 2 dated July 25, 2018.

5. **Site Servicing**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-100, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 10 dated 18:10:11.

6. **Site Details**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-101, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 7 dated 18:10:11.

7. **Site Grading**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-200, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 8 dated 18:10:11.

8. **Site Grading Blocks 20/21**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-201, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 6 dated 18:10:11.

9. **Existing Conditions/Drainage Area**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-202, prepared by IBI Group, Project No.: 114827, dated May 2018 Revision 4 dated 18:08:21.

10. **Sanitary Drainage Area Plan**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-400, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 4 dated 18:08:21.

11. **Storm Drainage Area Plan**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-500, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 5 dated 18:10:02.

12. **Ponding Plan**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-600, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 7 dated 18:10:11.

13. **Sediment and Erosion Control Plan**, Wingate by Wyndham, 8600 Campeau Drive, Drawing No.: C-900, prepared by IBI Group, Project No.: 114827, dated February 2018 Revision 7 dated 18:10:11.

And as detailed in the following report(s):

1. **Design Brief**, Wingate Hotel, 8600 Campeau Drive Ottawa ON, File No.: 114827-5.2.2, prepared by IBI Group, dated March 2018 Revised October 2018.

2. **Geotechnical Investigation**, Proposed Multi-Storey Hotel, Kanata West Business Park, 8600 Campeau Drive, Ottawa Ontario, Report No.: PG4378-1 Revision 1, prepared by Paterson Group, dated July 17, 2018.

3. **Phase I Environmental Site Assessment**, Vacant and Agricultural Property, 405-424 Huntmar Drive and 3001 Palladium Drive, Ottawa Ontario, Report No.: PE3146-1, prepared by Paterson Group, dated January 8, 2014.

4. **Limited Phase II Environmental Site Assessment**, Block 23-Campeau Drive at Palladium Drive, Ottawa Ontario, File No.: PE4171-LET.01, prepared by Paterson Group, dated January 4, 2018.

5. **Update to Phase I-ESA**, 405-425 Huntmar Drive and 3001 Palladium Drive (Which includes Subject Site-Block 23 (Northeast corner of Campeau Drive at Palladium Drive), prepared by Paterson Group, File No.: PE3146-LET.07, dated May 18, 2018.

6. **Phase I ESA and Update to Phase I-ESA**, 405-425 Huntmar Drive and 3001 Palladium Drive (Which includes Subject Site-Block 23 (Northeast corner of Campeau Drive at Palladium Drive), prepared by Paterson Group, File No.: PE3146-LET.08, dated May 29, 2018.

7. **Percolation Rate Estimation**, Proposed Stormwater Infiltration Galleries-Block 23, Kanata West Business Park (Hotel Block)-8600 Campeau Drive-Ottawa, prepared by Paterson Group, File No.: PG4378-MEMO.01, dated June 20, 2018.

8. **8600 Campeau Drive-City of Ottawa File No. D07-12-18-0024-Offsite Grading**, West Ottawa Land Holdings (2) Inc., dated September 5, 2018.

9. **Site Lighting Certificate**, prepared by HAMMERSCHLAG+JOFFE Inc., File Reference No.: 18-000-040, dated March 5, 2018.

And subject to the following Standard and Special Conditions:

Standard Conditions

1. **Permits**
   The Owner shall obtain such permits as may be required from Municipal or Provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development Department.

2. **Extend Internal Walkways**
   The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

3. **Barrier Curbs**
   The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the approved drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development Department.

4. **Water Supply for Fire Fighting**
   The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. **Joint Use and Maintenance Agreement**
   The Owner acknowledges and agrees that should the site be severed in the future, that it shall ensure that the future Owner of the freehold units shall enter into a Joint Use and Maintenance Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to the private roadway

and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; and watermains for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the private Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development Department.

The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development Department, an opinion from a solicitor authorized to practice law in the Province of Ontario that the private Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to in Paragraph (a).

The Joint Use, Maintenance and Liability Private Agreement shall be registered on the Owner's land at no cost to the City, and a copy shall be provided to the City.

6. **Construct Sidewalks**
   The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development Department. Such sidewalk(s) shall be constructed to City Standards.

7. **Reinstatement of City Property**
   The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

8. **Construction Fencing**
   The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development Department.

9. **Completion of Works**
   The Owner acknowledges and agrees that no building shall be occupied on the lands, nor will the Owner convey title to any building until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development Department, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, conveyance and/or occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager,

Planning, Infrastructure and Economic Development Department for such conveyance and/or occupancy in writing.

10. **Snow Storage**

Any portion of the lands which is intended to be used for snow storage shall be shown on the approved Site Plan or as otherwise approved by the General Manager, Planning, Infrastructure and Economic Development Department. The grading and drainage patterns and/or servicing of the site shall not be compromised by the storage of snow. Snow storage areas shall be setback from property lines, foundations, fencing or landscaping a minimum of 1.5 metres. Snow storage areas shall not occupy driveways, aisles, required parking spaces or any portion of a road allowance.

The Owner acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

11. **Provision of As-Built Drawings**

(a) The Owner shall submit to the Chief Building Official, a certified building location survey, prepared by an Ontario Land Surveyor, including foundations elevations, upon completion of the foundation, to ensure interim compliance with the relevant City Zoning By-Law.

(b) The Owner shall supply to the General Manager, Planning, Infrastructure and Economic Development Department, one set of mylar or plastic film as-built road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, for City records on Acceptance and Approval of the works. Furthermore, the Owner shall provide the "as-built" information and the attribute data for the Works on a CD in a form that is compatible with the City's computerized systems.

12. **Extension of Municipal Services**

The City will have no responsibility to install any extension to municipal services if determined to be required in order for the Owner to comply with this Agreement or with any provincial or municipal laws or by-laws. In cases where such an extension is required of municipal services is required, the Works shall be undertaken by and at the expense of the Owner and construction shall be to the standards established by the City for the installation of such municipal services. The Owner shall provide public liability insurance in a form acceptable to the City for any Works involving the extension of municipal services and obtain any required approvals and permits from the City.

13. **Erosion and Sediment Control**

The Owner agrees to implement the Erosion and Sediment Control Plan to provide protection for the receiving storm sewer during construction activities. This plan, to be used during construction, is intended to ensure that no sediment and/or associated pollutants are discharged to a receiving water course which

could degrade water quality and/or impair fish or other aquatic habitat. The methods used should be regularly maintained to ensure effectiveness of the method and compliance with provincial/federal legislation pertaining to water quality and habitat.

14. **Site Servicing**
The Owner shall design and construct all site servicing to the approval of the General Manager, Planning, Infrastructure and Economic Development Department.

15. **Fire Fighting Performance Standards**
The Owner shall ensure that the building is served by access routes for fire fighting, as required, designed and constructed in accordance with the Ontario Building Code Act, and Regulations made thereunder. The approved access routes shall be maintained in accordance with the Fire Protection and Prevention Act, 1977. The Owner further agrees to abide by any City by-law relating to maintenance and signage of such access route. The locations of any fire hydrants and Siamese connections on the site shall be in accordance with the Ontario Building Code. Any required fire hydrants shall be installed and in service prior to the commencement of any structural framing for the building in the subject development.

16. **Dye Test Inspection**
The Owner shall not convey the subject lands or allow any building on the lands to be occupied until the Owner has filed with the General Manager, Planning, Infrastructure and Economic Development Department documentation certification by an independent Professional Engineer of the Province of Ontario, retain by the Owner and approved by the City, that the plumbing and lateral services have received and passed a dye test inspection.

17. **Video Examination**
Video examination of all proposed storm and sanitary sewer sewers 200mm or larger in diameter, shall be required by the General Manager, Planning and Growth Management, at the Owner's expense.

18. **Works on City Road Allowances**
Any works required to be done by the Owner on the City road allowances, shall be according to the specifications and by-laws of the City, The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to disruption of the City road allowances and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

19. **Street Cleaning**
On a continuous basis during development, the Owner shall maintain all streets within the area in order that they are clear of mud, dust and other material, resulting from vehicles involved in development to the satisfaction of the General

Manager, Planning, Infrastructure and Economic Development Department. The Owner shall prevent the 'flushing' of dirt and debris associated with development works into any sewers. Upon any default by the Owner to so maintain the streets, the General Manager, Planning, Infrastructure and Economic Development Department may, in his/her discretion, arrange for the required cleaning to be performed and the cost incurred by the City in doing shall be recovered by the City.

20. **Exterior Lighting**
All exterior lighting proposed for the subject lands shall be installed only in the locations and in accordance with specifications shown on the approved plans referenced herein unless otherwise approved in writing by the General Manager, Planning, Infrastructure and Economic Development Department. Sharp cut-off fixtures or in exceptional circumstances only, an alternative fixture design approved by the General Manager, Planning, Infrastructure and Economic Development Department, shall be used to minimize possible lighting glare onto adjacent properties. It is noted that exterior lighting includes exterior building lighting.

21. **Approvals**
The Owner shall obtain all necessary approvals from the Ministry of the Environment, Conservation and Park (MOECP) as may be required. In addition, the Owner shall obtain all other permits, licenses and approvals from all other federal, provincial or regulatory agencies, as may be required.

22. **Utilities**
The Owner shall be required to coordinate the preparation of an overall utility distribution plan showing the located and installation, timing and phasing of all required on-site utilities (on-ground, below ground) through liaison with the appropriate electrical, gas, telephone and cablevision authorities and including on-site drainage facilities and streetscaping, such location plan being to the satisfaction of all affected authorities.

Special Conditions

1. **Permanent Features**
The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's right-of-way, including commercial signage, except as otherwise shown on the approved Site Plan referenced in "Schedule E" herein.

2. **Access Easement to City**
The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without

vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains and Private Service Posts at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

3. **Geotechnical Investigation**
The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development Department with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

4. **Protection of City Sewers**
   a. Prior to the issuance of a building permit, the Owner shall, at its expense:

      i. obtain a video inspection of the City Sewer System within Palladium Drive and Campeau Drive prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Infrastructure and Economic Development Department.

   b. Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department:

      i. obtain a video inspection of the existing City Sewer System within Palladium Drive and Campeau Drive to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
      ii. assume all liability for any damages caused to the City Sewer System within Palladium Drive and Campeau Drive and compensate the City for the full amount of any required repairs to the City Sewer System.

5. **Use of Explosives and Pre-Blast Survey**

   a. The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structure, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner, or occupant and owner, with a formal request for permission to carry out an inspection (the "Notification Letter").

   b. The Owner acknowledges and agrees that the Notification Letter(s) shall be in compliance with City Standard S.P. No. F-1201 and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Pursuant to City Standard S.P. No. F-1201, the Owner or its agents, contractors and subcontractors shall provide written notice to all owners and tenants of any building and/or facility located within a minimum of one hundred and fifty (150) metres from the blasting location at a minimum of fifteen (15) business days prior to any blasting. The Owner further acknowledges and agrees that it shall provide a copy of the Notification Letter(s) to the General Manager, Planning, Infrastructure and Economic Development Department prior to any blasting activities

6. **Soil Management**

   The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment and Climate Change.

7. **Cash in Lieu of Parkland**

   Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland as referenced in Schedule "B" herein. The Owner shall also pay the parkland appraisal fee of $500.00 plus H.S.T. of $65.00, as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2009-95, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 4 [Account No.: 830293] funds.

8. **Inlet Control Devices (ICDs)**

   The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Storm Drainage Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and

replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request. The inlet control devices shall not be removed under any condition.

9. **Private Storm Sewer Connection to City Sewer System**
The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

    a. a certificate of conformance and As-Built drawing(s) have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

    b. a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development Department.

10. **Site Lighting Certificate**
    a. In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

        i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
        ii. it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.

    b. The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development Department, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

11. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

12. **Off-Site Contamination Management Agreement**

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

13. **Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development Department, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development Department, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development Department, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

14. **Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development Department with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

15. **Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

16. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Fire Department when requested.

The Owner agrees to have a professional engineer, licensed in the province of Ontario, conduct regular water loss inspections, every 5 years or as often as requested by the City, of the private water system, and to provide copies of the inspection reports to the General Manager, Environmental Services Department for review by the City's Drinking Water Operations, Utility Services and or Ottawa Fire Services.

17. **Waste Reduction Workplan Summary**

Prior to the issuance of a building permit, the Owner acknowledges and agrees to prepare a waste reduction workplan summary for the construction project as required by O.Reg. 102/94, being "Waste Audits and Waste Reduction Work Plans" made under the Environmental Protection Act, RSO 1990, c E.19, as amended, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner further acknowledges and agrees to provide a copy of the said waste reduction workplan summary to the General Manager, Planning, Infrastructure and Economic Development Department.

18. **Kanata West Cost Sharing Agreement**

Prior to registration of this Agreement or the issuance of the commence work notification, the Owner acknowledges and agrees to provide written notification, satisfactory to the General Manager, Planning, Infrastructure and Economic Development , from the Trustee of the Kanata West Owners Group Inc. indicating that the Owner is party to the Kanata West Owners Group Inc. Cost Sharing Agreement and has satisfied all of the obligations, financial or otherwise pursuant to the agreement.

19. **Utility Clearance**

The Owner acknowledges and agrees to obtain all necessary utility clearances prior to construction and file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

20. **Infiltration Gallery**

The Owner acknowledges and agrees that the infiltration gallery system within the subject lands, shown on the Site Servicing Plan, referenced in Schedule "E" herein, is private and the Owner is solely responsible for the operation, maintenance and or replacement in perpetuity.

The Owner acknowledges and agrees to conduct routine inspection and maintenance of the infiltration gallery system and any noted deficiencies to the system must be completed immediately. The Owner further acknowledges and agrees that the inspections records and repair records shall be kept on file and produced to the City should they be requested.

21. **Requirement for a Grease Trap**

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system.

22. **Installation of Signs on Private Property**

The Owner acknowledges and agrees it shall obtain approval from the Chief Building Official, Building Code Services prior to installation of any signs on the subject lands. The Owner further acknowledges and agrees that any such signs shall be installed in a location to the satisfaction of the Chief Building Official, Building Code Services and the General Manager, Planning, Infrastructure and Economic Development Department, and in accordance with the City's Permanent Signs on Private Property By-law No. 2005-439, as amended.

23. **Roadway Modifications**

The Owner acknowledges and agrees that Road Modification Approval by the City is required for the road modification works associated with the proposed Site Plan Agreement, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The Owner further agrees to be responsible for all costs associated with the public roadway modifications. All costs have been collected in Schedule "B" as referenced herein. The Owner also acknowledges and agrees that the required roadway modifications, as shown on the approved Site Servicing Plan referenced in Schedule "E" herein, must be complete prior to the Owner requesting or allowing occupancy of the building.

24. **Maintenance and Liability Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement for the private concrete sidewalks placed in the City's right-of-way along Campeau Drive in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

25. **Maintenance Agreement**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance Agreement for the surface inlet catchbasin in the City's right-of-way along Palladium Drive at the private approach in accordance with City Specifications, as this catchbasin was modified from a curb inlet type to accommodate the proposed access. This surface inlet catchbasin will now experience traffic loading that will reduce the long-term performance of the structure. The Maintenance Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume maintenance and replacement responsibilities in perpetuity to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department.

October 23, 2018

Date

Derrick Moodie
Manager, Development Review
Development Review, West
Planning, Infrastructure and Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION
SUPPORTING INFORMATION

File Number: D07-12-18-0034

SITE LOCATION

The subject property is municipally known as 8600 Campeau Drive, as shown on Document 1, and is located in the northeast corner of the traffic circle at Campeau Drive and Palladium Drive in Kanata.

The site is a rounded rectangular parcel that is approximately 2.5 acres in size and is currently vacant. The site is bounded by Campeau Drive to the south and Palladium Drive to the west, and has 123 metres of frontage along Campeau Drive and 65 metres of frontage along Palladium Drive. Surrounding land uses include Business Park subdivision lands to the north and west; a Carpenter Training Centre, additional vacant Business Park subdivision lands and the Minto Arcadia low-rise residential subdivision to the east; and the existing Tanger Outlets Shopping Centre to the south.

SYNOPSIS OF APPLICATION

The development proposal involves the construction of a 4-storey hotel with 121 suites, and an indoor pool annex. A total of 123 surface parking spaces will be provided to accommodate the development. The development will include two accesses: a right-in/right-out lane located westbound off Campeau Drive, and an all movement access onto Palladium Drive. The proposed building will also include pedestrian and cycling connections to the sidewalk and cycle track on the north side of Campeau Drive.

The proposed building is to be constructed with quality finishes and building materials, and is oriented to the surrounding context of low-rise, ground-oriented development. There are prominent entrances, with substantial glazing where appropriate, and the building is articulated into smaller sections, which distributes the massing and provides visual interest from the public realm.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the provisions of the Urban Employment Area designation of the Official Plan;

- The proposal is consistent with the direction of the Kanata West Concept Plan;
- The proposal generally complies with the intent of the Urban Design Guidelines for Greenfield Neighbourhoods;
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the IP13 zone;
- The works proposed will compliment the existing developments surrounding the site; and
- The application as proposed represents good and defensible planning.

CONSULTATION DETAILS

Councillor Wilkinson has concurred with the proposed conditions of approval.

Public Comments

No public comments were received as part of this application.

Technical Agency/Public Body Comments

N/A

Advisory Committee Comments

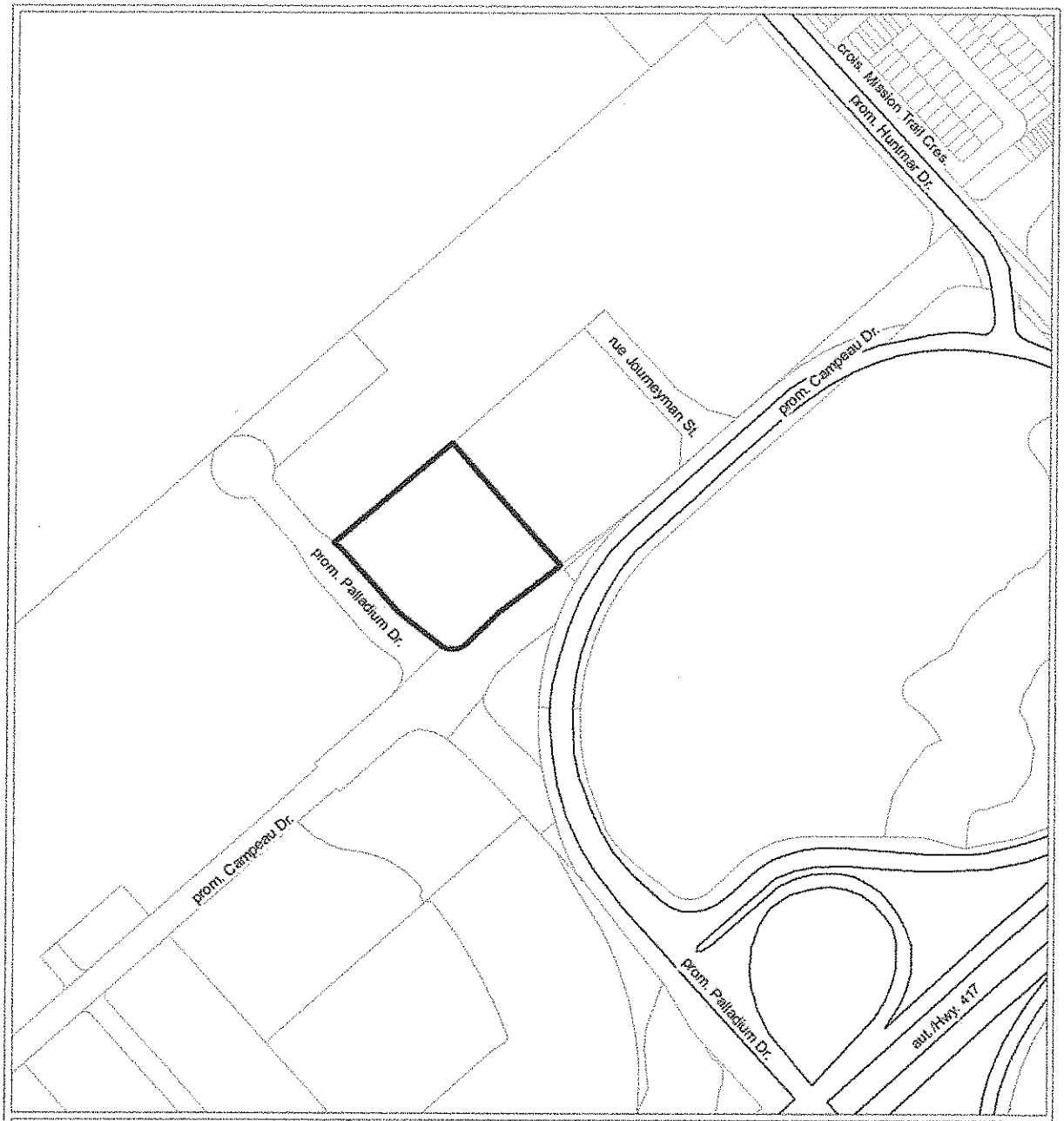
No advisory committees were circulated to review this application.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority as the applicant was required to make revisions to their application.

Contact: Laurel McCreight - Tel: 613-580-2424, ext. 16587; Fax: 613-580-2576; or e-mail: Laurel.McCreight@ottawa.ca

Document 1 – Location Map



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REVISION / RÉVISION - 2018 / 03 / 20

LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

8600 promenade Campeau Drive