



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 2500 Palladium Drive, Unit 1200

File No.: D07-12-24-0029

Date of Application: May 13, 2024

This SITE PLAN CONTROL application submitted by Kristian Belot, Full Speed Builders Ltd., on behalf of Capital Two Investments Limited, is APPROVED as shown on the following plans:

1. **Proposed Site Plan, Capital Dodge Building Addition**, Drawing SP-2, prepared by Full Speed Builders, dated 07/05/23, revision 3 dated 03/14/24.
2. **Lot Grading Plan, Capital Dodge Building Addition**, Drawing C-1, prepared by Full Speed Builders, dated 07/05/23, revision 3 dated 03/14/24.
3. **Site Servicing Plan, Capital Dodge Building Addition**, Drawing C-2, prepared by Full Speed Builders, dated 07/05/23, revision 3 dated 03/14/24.
4. **Notes & Details, Capital Dodge Building Addition**, Drawing C-3, prepared by Full Speed Builders, dated 07/05/23, revision 3 dated 03/14/24.
5. **Erosion & Sediment Control Plan, Capital Dodge Building Addition**, Drawing ESC, prepared by Full Speed Builders, dated 07/05/23, revision 3 dated 03/14/24.
6. **Elevations, Addition to Capital Dodge**, Drawing A-4, prepared by Full Speed Builders., dated 07/03/23, revision 2 dated 09/11/23.
7. **Elevations, Addition to Capital Dodge**, Drawing A-5, prepared by Full Speed Builders., dated 07/03/23, revision 2 dated 09/11/23.
8. **Landscape Plan, Capital Dodge Building Addition**, Drawing L1, prepared by GJA Inc., dated 2023 06 01, revision 2 dated 2023 11 10.

And as detailed in the following reports:

1. **Geotechnical Investigation**, prepared by Full Speed Builders, dated Sept.7,2023.
2. **Phase I – Environmental Site Assessment**, prepared by Full Speed Builders, dated July 17, 2023.

3. **Phase II – Environmental Site Assessment**, prepared by Full Speed Builders, dated July 17, 2023.
4. **Stormwater Management & Site Servicing Report**, prepared by Full Speed Builders, dated July 17, 2023.

And subject to the following Requirements, General and Special Conditions:

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

2. **Execution of Letter of Undertaking**

The Owner shall execute the City's standard Letter of Undertaking and satisfy the conditions contained within this Delegated Authority Report. In the event the Owner fails to execute the required Letter of Undertaking and submit any required fees and/or securities within six months, this approval shall lapse.

3. **Prior Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between 2088659 Ontario Inc. and City of Ottawa, registered as Instrument No. OC648709 on Oct 10th, 2006, and are reconfirmed and are in full force and effect except as otherwise varied or amended in this Approval. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced herein shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the prior Site Plan Agreement.

4. **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 drawings of a design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

5. **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.

6. **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, Development and Building Services.

7. **Extend Internal Walkway**

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, Development and Building Services.

8. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands 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, Development and Building Services, 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, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

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, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

9. **Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

Special Conditions

10. **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, Development and Building Services, 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, Development and Building Services, 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 Development and Building Services, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Development and Building Services.

11. **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 (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services 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, Development and Building Services.

12. **Environmental Compliance Approvals**

The Owner shall not be entitled to a building permit, early servicing, or commencement of work construction until they can demonstrate that there is adequate road, sanitary, storm, and watermain capacity and any Environmental Compliance Approvals (ECA) necessary are approved. All are to the satisfaction of the General Manager, Planning, Development and Building Services Department.

13. **Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;

- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

14. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Development and Building Services, and all associated costs shall be the Owner's responsibility.

15. **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, Development and Building Services 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.

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

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Servicing and Stormwater 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.

17. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available Select Onemunicipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

18. **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 Ottawa Fire Services when requested.

19. **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 Drawings 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, Development and Building Services.

20. **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, Development and Building Services, 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.

21. **Waste Collection**

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner’s sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

22. **Parkland Dedication**

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 54.5 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement has been calculated at the rate set out below in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended:
 - (i) For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:
 - i. 2% of the gross land area (commercial & industrial uses).

Proposed Use	Gross Land Area (m ²)	Limit of construction Area (m ²)	Parkland Dedication Rate	Parkland Dedication (m ²)
Commercial	14,588	2,725	2%	54.5
Total				54.5

	Total requirement:	54.5
	Conveyance of Parkland in land:	0.00
	Cash-in-lieu of Conveyance of Parkland:	54.5

23. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 100% of said funds collected shall be directed to the Kanata West District Park, Account Number 830295. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule “B” herein.

July 17, 2024

Date



Kersten Nitsche, MCIP RPP
Manager, Development Review West,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0029

SITE LOCATION

2500 Palladium Drive, Unit 1200, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is situated in the south section of the Palladium Auto Park, south of Highway 417 and west of a major entertainment complex (the Canadian Tire Centre).

Access to the site is provided via Autopark Private which connects to Palladium Drive. Surrounding properties to the north and around Autopark Private, are other automobile car dealerships. Adjacent properties to the south and west are currently vacant. East of the site, across Palladium Drive, is a gas station and commercial plaza.

The proposed addition to the building will be a single (1) storey attached on the south side of the existing automobile dealership. The addition will contain additional vehicle service bays, new vehicle delivery area, private car wash and parts delivery. The proposed addition will replace existing parking and will convert nine existing inventory parking spaces to customer parking. Service doors of the proposal are facing south. All existing parking lot landscaping and site entrances are to remain intact.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal conforms to the policies set out in the Official Plan.
- The proposal is in compliance with the Zoning By-Law.
- Conditions of approval are included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents appropriate design and site layout and represents good planning

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Glen Gower was aware of the application related to this report.

Public Comments

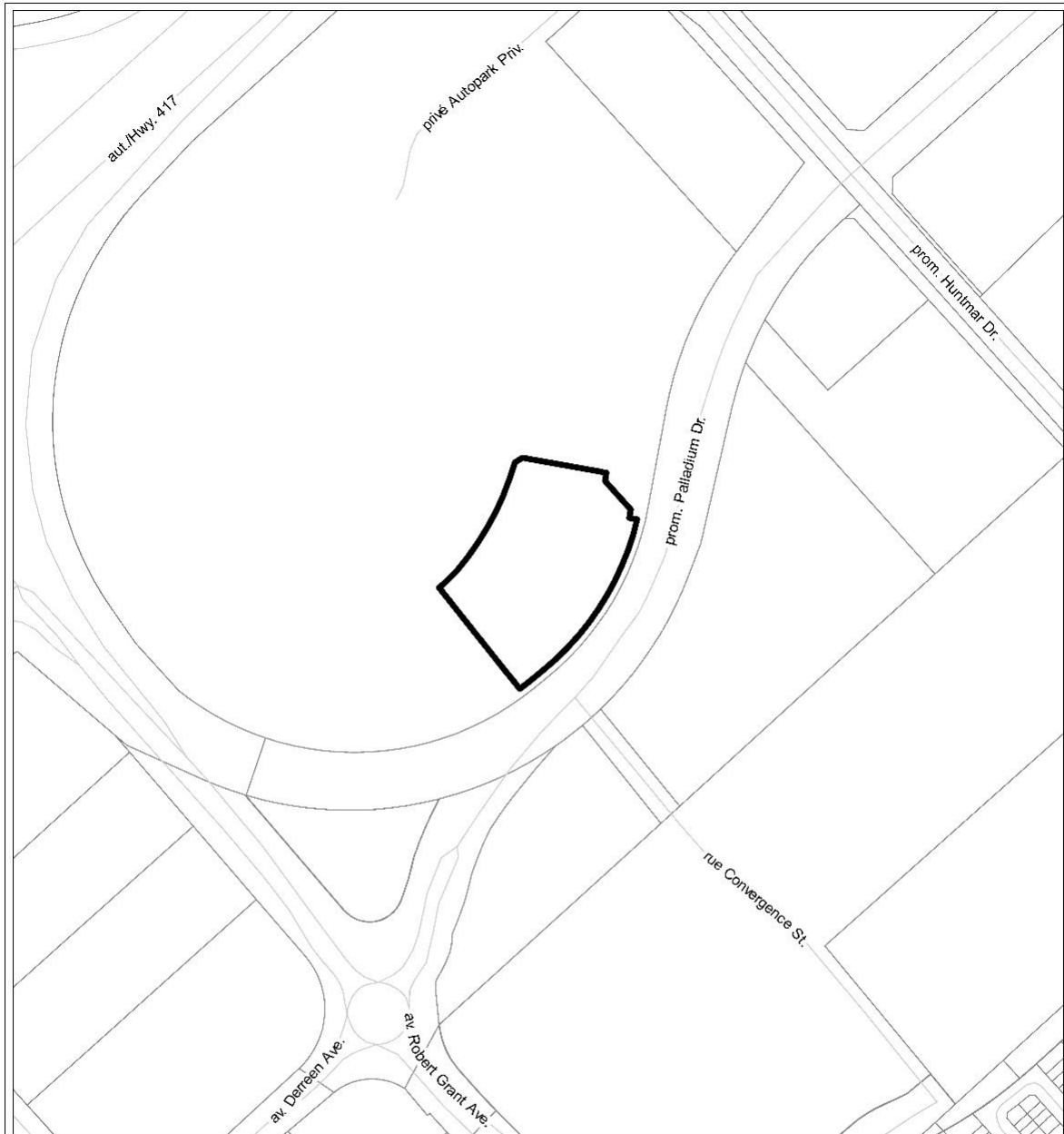
This application was not subject to public circulation under the Public Notification and Consultation Policy.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Shahira Jalal Tel: 613-580-2424, ext. 24914 or e-mail: shahira.jalal@ottawa.ca

Document 1 – Location Map



	
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REVISION / RÉVISION - 2024 / 05 / 17	

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



**Part of / partie de
2500 prom. Palladium Dr.**



1:50,000 SCALE