



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

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Site Location: 480 & 486 CitiGate Drive (formerly addressed 575 Dealership Drive)

File No.: D07-12-23-0054

Date of Application: May 8, 2023

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This SITE PLAN CONTROL application submitted by Adam Thompson, on behalf of RF Ottawa Limited Partnership, is APPROVED as shown on the following plan(s):

1. **Erosion and Sediment Control Plan**, 119123-ESC, prepared by Novatech, dated May 3/23, revised August 6, 2024.
2. **General Plan of Services**, 119123-GP1, prepared by Novatech, dated May 3/23, revised August 6, 2024.
3. **General Plan of Services**, 119123-GP2, prepared by Novatech, dated May 3/23, revised August 6, 2024.
4. **Grading Plan**, 119123-GR1, prepared by Novatech, dated May 3/23, revised August 6, 2024.
5. **Grading Plan**, 119123-GR2, prepared by Novatech, dated May 3/23, revised August 6, 2024.
6. **Notes, Legend and Details**, 119123-NLD, prepared by Novatech, dated May 3/23, revised August 6, 2024.
7. **Site Plan**, A100, prepared by Ware Malcomb, dated 2023-05-03, revised 2024-07-16.
8. **Building A – Roof Plan**, A190, prepared by Ware Malcomb, dated 2023-05-03, revised 2024-03-22.
9. **Building B – Roof Plan**, A191, prepared by Ware Malcomb, dated 2023-05-03, revised 2024-03-22.
10. **Building A – Exterior Elevations**, A210, prepared by Ware Malcomb, dated 2023-05-03, revised 2024-03-22.
11. **Building B – Exterior Elevations**, A211, prepared by Ware Malcomb, dated 2023-05-03, revised 2024-03-22.
12. **Post-Development Stormwater Management Plan**, 119123-SWM, prepared by Novatech, dated May 3/23, revised August 6, 2024.
13. **Landscape Plan**, 119123-L1, prepared by Novatech, dated May 4/23, revised August 6, 2024.
14. **Landscape Details**, 119123-L2, prepared by Novatech, dated May 4/23, revised August 6, 2024.
15. **Tree Conservation Plan**, 119123-TCR, prepared by Novatech, dated Oct 6/23,

revised August 6, 2024.

And as detailed in the following report(s):

16. **Site Servicing and Stormwater Management Report**, prepared by Novatech, dated May 3, 2023, revised March 8, 2024.
17. **Geotechnical Investigation**, prepared by Paterson Group, dated January 11, 2023, revised February 28, 2024.
18. **Slope Stability Analysis – Western Property Boundary**, prepared by Paterson Group, dated May 31, 2024.
19. **Grading and Site Servicing Plans Review**, prepared by Paterson Group, dated March 21 2024.
20. **Addendum to the Scoped Environmental Impact Assessment Report**, prepared by WSP, dated August 9, 2023.
21. **Design Brief**, prepared by Ware Malcomb, dated 5.5.2023.
22. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated April 5, 2022.

And subject to the following General and Special Conditions:

### **General Conditions**

#### 23. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

#### 24. **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, Real Estate and Economic Development.

#### 25. **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.

#### 26. **Reinstatement of City Property**

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

27. **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, Real Estate and Economic Development.

28. **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, Real Estate and Economic Development.

29. **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, Real Estate and Economic Development, 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development 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, Real Estate and Economic Development, 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.

30. **Development Charges**

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

## **Special Conditions**

### **31. 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, Real Estate and Economic Development, 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, Real Estate and Economic Development, 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, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

## **Access**

### **32. Private Approach Detail**

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Real Estate and Economic Development.

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

#### **33. Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

#### **34. 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 - Proposed Commercial Development, 480 & 486 Citigate Drive, Ottawa, Ontario (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development 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, Real Estate and Economic Development.

35. **Retaining Wall**

The Owner agrees to submit to the General Manager, Planning, Real Estate and Economic Development, prior to issuance of a building permit, details of the retaining walls which are greater than one metre in height, as shown on the approved Grading Plan referenced in Schedule "E" hereto, which shall be designed and prepared by a Professional Structural Engineer, licensed in the Province of Ontario, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Owner shall provide confirmation to the General Manager, Planning, Real Estate and Economic Development that the Professional Structural Engineer has inspected and confirmed that the retaining walls have been constructed in accordance with the approved retaining wall details.

36. **Retaining Wall – Stability**

The Owner acknowledges and agrees to install the proposed retaining walls in accordance with the approved Retaining Wall Design for The retaining wall along the northern site boundary (approximately 285 m in length), along the southwest corner of the site boundary (approximately 175 m in length), along the middle of the loading bays at the centre of the site (approximately 205 m) in length, and the reinforced slope along the western site boundary (approximately 160 m in length) and as shown on the approved Grading Plan, both referenced in Schedule "E" hereto. The Owner shall provide written confirmation, satisfactory to the General Manager, Planning, Real Estate and Economic Development, that a Geotechnical Engineer/Professional Structural Engineer, licensed in the Province of Ontario, has inspected and confirmed that the retaining walls have been constructed in accordance with the said approved Retaining Wall Design for The retaining wall along the northern site boundary (approximately 285 m in length), along the southwest corner of the site boundary (approximately 175 m in length), along the middle of the loading bays at the centre of the site (approximately 205 m) in length, and the reinforced slope along the western site boundary (approximately 160 m in length). The Owner further acknowledges and agrees to provide an Internal Compound Stability (ICS) analysis from a Geotechnical Engineer / Professional Structural Engineer, licensed in the Province of Ontario, that all retaining walls, which are greater than one metre in height have been checked for global stability, have a factor of safety of at least 1.5 for static conditions (as calculated through SLIDE) and 1.1 for seismic conditions is achieved, which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The report shall provide structural details of the retaining wall(s).

The Owner further acknowledges and agrees to retain the services of a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario, to inspect any retaining walls on the subject lands and confirm that the retaining walls have been constructed in accordance with the approved retaining wall details.

37. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, 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, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

38. **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, Real Estate and Economic Development 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.

39. **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 Site Servicing and Stormwater Management 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.

40. **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 One 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.

## **Private Systems**

### **41. 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.

### **42. 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.

### **43. Leak Survey**

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system

and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Infrastructure and Water Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Infrastructure and Water Services when such repairs have been completed.

## **Site Lighting**

### **44. 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, Real Estate and Economic Development, 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.

## **PLANNING AND OTHER**

### **Planning and Design**

#### **Waste Collections**

### **45. 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.

## **Parks**

### **46. Parkland Dedication**

For conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:

- i. 2% of the gross land area (commercial & industrial uses).

### **47. 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, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 3 funds. 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.

## **CONVEYANCES TO CITY**

### **48. Road Widening**

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across a portion of the CitiGate Drive frontage to accommodate a future roundabout at Citigate Drive and Dealership Drive as shown on the approved Site Plan. The exact widening limits must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

### **49. 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, Private Service Posts and fire hydrants 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 Solicitor. All costs shall be borne by the Owner.

50. **Indemnity**

The Owner, on behalf of himself, his heirs, executors, administrators and assigns, including his successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or by reason of this Agreement and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.

October 21, 2024



\_\_\_\_\_  
Date

\_\_\_\_\_  
Lily Xu  
Manager, Development Review South,  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-23-0054

### SITE LOCATION

480 & 486 CitiGate Drive, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

- The subject site is located in the Barrhaven West Ward (Ward 3). The subject property is located west of the intersection of Dealership Drive and CitiGate Drive within the Citigate business park.
- The subject site is square in nature and approximately 60,187.65 square meters in size, with 293.93 meters of frontage on Dealership Drive. Immediately west of the property is highways 416. The lands located east of the subject property are commercial retail uses.
- The site slopes down from the west to the east creating grading changes throughout the site. The height of the buildings will be 11.43m.
- The proposed development consists of two single-storey industrial warehouses with large vehicle loading zones and office spaces. One of the proposed warehouses would have a footprint of approximately 14,800m<sup>2</sup> and the second would have about 15,200m<sup>2</sup>. The two buildings are located toward the east and western property boundaries with the loading docks located central to the site between the two buildings.
- 134 vehicular parking spaces, with 6 barrier free, as well as 22 bicycle parking spaces and 44 loading spaces.
- The exterior of the buildings will be finished with grey and white metal panels with windows placed throughout and curtain wall glass around the pedestrian entries.
- A land dedication will be completed to provide for the land requirements of a roundabout at the CitiGate Drive and Dealership Drive intersection.

### Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment: D07-12-23-0054

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- Within the City of Ottawa Official Plan (OP), the site is identified on Schedule B6 – Suburban (Southwest) Transect as Industrial and Logistics.
- On Schedule C4 – Urban Road Network, CitiGate Drive is identified as a major collector.
- The site is subject to Area-Specific Policies, Section 5 – Barrhaven – Portion of Highway 416 Mixed Industrial and Industrial and Logistics Land. These policies prescribe a maximum building height of 36 metres on the lot, where the proposed height of the industrial warehouses are below 12 metres.
- The policy also notes the requirement that landowners enter into private sharing agreements to share the costs of major infrastructure projects in the area.
- the proposed warehouse development is compatible with the surrounding community in terms of land use and built form and is considered acceptable for the Industrial and Logistics designation 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.

## **ROAD MODIFICATIONS**

There are road modifications associated with this site plan control application, as detailed in the attached Road Modifications Report.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor David Hill was aware of the application related to this report.

### **Public Comments**

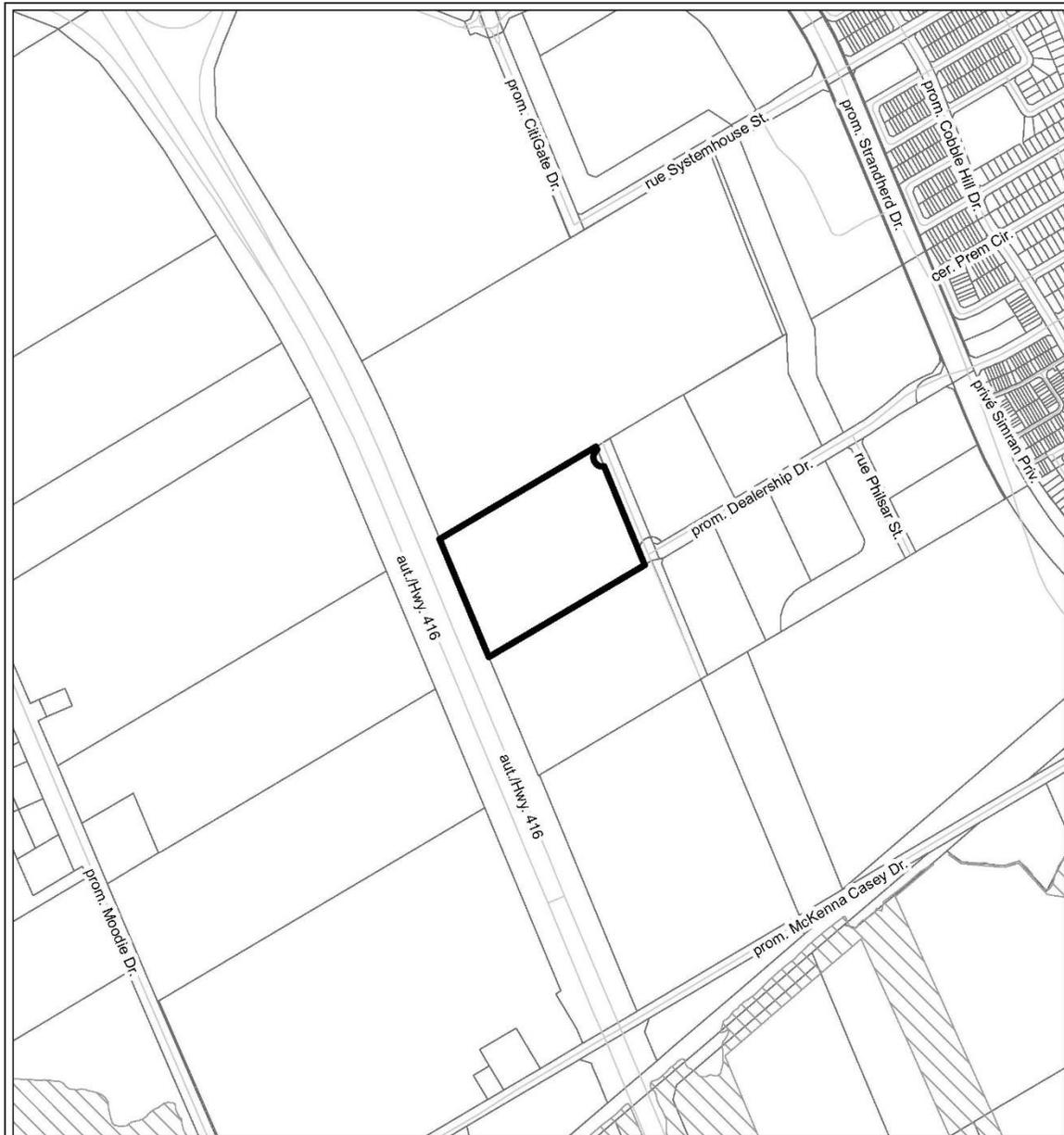
This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

## **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 due to time required to resolve identified issues.

**Contact:** Kelby Lodoen Unseth Tel: 613-580-2424, ext. 12852 or e-mail:  
Kelby.LodoenUnseth@ottawa.ca

# Document 1 – Location Map



		<b>LOCATION MAP / PLAN DE LOCALISATION</b> <b>ZONING KEY PLAN / SCHÉMA DE ZONAGE</b>	
D02-02-23-0019	23-0262-X		<b>575 promenade Dealership Drive</b>
I:\CO\2023\Zoning\Dealership_575			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers          All rights reserved. May not be produced without permission          THIS IS NOT A PLAN OF SURVEY</small>			
<small>©Les données de parcelles appartient à Teranet Enterprises Inc.          et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit          sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2023 / 03 / 16		 Existing Flood Plain (Section 58) / Plaine inondable (Article 58)	