



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

Site Location: 2026 Carp Road

File No.: D07-12-23-0037

Date of Application: May 01, 2023

This SITE PLAN CONTROL application submitted by Arcadis Professional Services Inc., on behalf of 002244434 Ontario Inc, is APPROVED as shown on the following plan(s):

1. Site Plan, Sheet No. A.1, prepared by Bell+Associates Architecture, dated April 2022, revision 8 dated 10.04.25.
2. Tree Conservation Report and Landscape Plan, Drawing No. L.1, prepared by Bell+Associates Architecture, dated January 2023, revision 4 dated 05/16/2025.
3. Site Servicing Plan, Grading Plan and Erosion and Sediment Control Plan, Drawing No. C-1 of 5, prepared by D.B. Gray Engineering Inc., dated OCT 27-22, Revision 8 dated MAY 20-25.
4. Details, Drawing No. C-2 of 5, prepared by D.B. Gray Engineering Inc., dated OCT 27-22, revision 6 dated MAY 20-25.
5. Notes, Drawing No. C-3 of 5, prepared by D.B. Gray Engineering Inc., dated OCT 27-22, revision 4 dated MAY 20-25.
6. Pre-Development Drainage Plan, Drawing No. C-4 of 5, prepared by D.B. Gray Engineering Inc., dated OCT 27-22, revision 4 dated MAY 20-25.
7. Post-Development Drainage Plan, Drawing No. C-5 of 5, prepared by D.B. Gray Engineering Inc., dated OCT 27-22, revision 8 dated MAY 20-25.

And as detailed in the following report(s):

1. Environmental Noise Control Study, prepared by Paterson Group, dated August 25, 2022, revised November 6, 2024.
2. Geotechnical Investigation, prepared by Paterson Group, dated August 9, 2022, revised June 18, 2024.
3. Hydrogeological Brief and Assessment of an Existing Sewage System, prepared by Paterson Group, dated December 22, 2022.
4. Site Servicing Study & Stormwater Management Report, prepared by D.B. Gray Engineering Inc, dated March 24, 2023, revised July 2, 2024.
5. Phase 1 - Environmental Site Assessment, prepared by Paterson Group, dated June 20, 2022.

And subject to the following Requirements, Scoped Site Plan Agreement, 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.

Letter of Undertaking Conditions

1. Lapsing of Approval

The Owner shall enter into this Scoped Site Plan Agreement and Letter of Undertaking, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign the Scoped Site Plan Agreement and Letter of Undertaking, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

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, submit any required fees and/or securities within three (3) years, and attain permits, this approval shall lapse.

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

4. 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.

5. 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.

6. **Development Charges**

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

Special Conditions

7. **Archaeological**

The Owner acknowledges and agrees that should potential archaeological resources be encountered during excavation activities, all Work in the area must stop immediately and the Owner shall contact a provincially licensed archaeologist.

The Owner acknowledges and agrees that if during the process of development deeply buried/undetected archaeological remains are uncovered, the Owner shall immediately notify the Archaeology Section of the Ontario Ministry of Tourism, Culture and Sport.

The Owner acknowledges and agrees that in the event that human remains are encountered during construction, the Owner shall immediately contact the police, the Ministry of Tourism, Culture and Sport and the Registrar of Cemeteries, Cemeteries Regulation Unit, Ministry of Consumer and Business Services, Consumer Protection Branch.

8. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

9. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Environmental Noise Control Study, referenced in Schedule “E” of this Agreement, as follows:

- (a) This development is to be equipped with central air conditioning;
- (b) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Control Study referenced in Schedule “E” hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the “Certification Letter”) stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

10. **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.

11. **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.

12. **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.

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, Development and Building Services 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, Development and Building Services 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, Development and Building Services Department, 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 Department.

Scoped Site Plan Agreement

1. 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 the complete Carp Road frontage of the lands, measuring 2.56 metres from the abutting right-of-way, as identified in the Carp Road Widening Environmental Assessment Study. The exact widening 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.

2. **Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City's right-of-way along Carp Road 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.

3. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type D – Central Air Conditioning

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this development has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

"The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

12 June 2025



Date

Adam Brown
Manager, Development Review Rural,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0037

SITE LOCATION

2026 Carp Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site, municipally known as 2026 Carp Road is located on the northeast side of Carp Road and is approximately 175 metres from the Carp Road and Rothbourne Road intersection. The proposed lot is approximately 1809 square metres and is currently occupied by one vacant residential building with the gross floor area of 57.32 square metres.

The building along with a gravel driveway is located on the south corner of the property with access onto Carp Road. The remainder of the property is predominantly grass covered. Adjacent properties surrounding the subject property were once residential properties that have primarily been converted into commercial businesses. Adjacent properties to the north of the subject property have been developed as low density-residential uses.

The intent of this proposal is to permit the conversion of a residential lot into an automobile dealership to sell, display and store used vehicles on the property. The existing building will be retained and operated as a sales office. The current gravel driveway is proposed to be converted to asphalt and enlarged to accommodate 4 parking spaces. Existing grass on the west side and back of the existing building will be replaced by a gravel display for vehicles. A vehicle display is proposed along the west portion of the frontage including a raised concrete display in front of the existing building and turfstone pavers display.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is consistent with the Provincial Planning Statement.

- The subject property is designated Neighbourhood in the Suburban (West) Transect on Schedule B5 of the City of Ottawa's Official Plan. The neighbourhood designation permits a range of non-residential uses such as an automobile dealership subject to a Zoning By-law Amendment or as permitted by the Zoning By-law.
- The site is zoned Rural Commercial with exception 773r (RC[773r]) which permits a range of commercial uses including an automobile dealership.
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development.

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. There was no public comment received online.

Technical Agency/Public Body Comments

Staff forwarded all technical agency comments to the applicant and advised the applicant to contact the agencies directly for additional information and requirements.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the number of submissions to address technical comments.

Contact: Jasdeep Brar Tel: 613-580-2424, ext. 29447 or e-mail: Jasdeep.brar@ottawa.ca

Document 1 – Location Map

