



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

Site Location: 1309 Carling Avenue

File No.: D07-12-25-0064

Date of Application: May 9, 2026

This SITE PLAN CONTROL application submitted by Matthew McElligott, Fotenn Consultants Inc., on behalf of RioCan Holdings Inc., is APPROVED pursuant to the conditions stated in this report.

And the following plans are approved:

1. **Elevations**, A4.0, prepared by LLA Architecture, dated OCT 31 2025, revised MAR 12 2026.
2. **Construction Management Plan**, CM1, prepared by LLA Architecture, dated MAR 21 2025, revised MAR 12 2026.
3. **Site Plan**, SP1.0, prepared by LLA Architecture, dated OCT 28 2024, revised MAR 12 2026.
4. **Truck Route**, SP1.6, prepared by LLA Architecture, dated MAR 21 2025, revised MAR 12 2026.
5. **Typical Details**, SP2.0, prepared by LLA Architecture dated MAR 21 2025, revised MAR 12 2026.
6. **Typical Details**, SP2.1, prepared by LLA Architecture dated MAR 21 2025, revised MAR 12 2026.
7. **Landscape Details**, L-4, prepared by MHBC, dated 2025.03.21, revised 2026.03.12.
8. **Landscape Plan**, L-1, prepared by MHBC, dated 2025.03.21, revised 2026.03.12.
9. **Soil Volume Plan**, L-2, prepared by MHBC, dated 2025.03.21, revised 2026.03.12.
10. **Overall Site Plan**, C-1, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
11. **Site Servicing Plan North**, C-2, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.

12. **Site Servicing Plan South**, C-3, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
13. **Site Servicing Plan West**, C-4, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
14. **Existing Conditions, Removals & Abandonment Plan North**, C-5, prepared by D. B. Gray Engineering Inc., dated FEB MAR 3-25, revised JAN 23-25.
15. **Existing Conditions, Removals & Abandonment Plan South**, C-6, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
16. **Grading Plan North**, C-7, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
17. **Grading Plan South**, C-8, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
18. **Grading Plan West**, C-9, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
19. **Erosion & Sediment Plan North**, C-10, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
20. **Erosion & Sediment Plan South**, C-11, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
21. **Notes**, C-12, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
22. **Roof Drainage Plan & Details**, C-13, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
23. **Details**, C-14, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
24. **Pre-Development Drainage Plan**, C-15, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
25. **Post Development Drainage Plan**, C-16, prepared by D. B. Gray Engineering Inc., dated MAR 3-25, revised JAN 23-25.
26. **Tree Inventory, Protection, and Removals**, TI-1, prepared by MHBC, dated July 4, 2025, revised January 15, 2026.
27. **Tree Inventory Notes**, TI-2, prepared by MHBC, dated July 4, 2025, revised January 15, 2026.
28. **Site Plan – Photometric**, ESPA1, prepared by Hammerschlag & Joffe Inc., dated 03-MAR-2025, revised 31-OCT-2025.
29. **Isometric Plan – And Orientation Angle Lighting**, ESPA2, prepared by Hammerschlag & Joffe Inc., dated 03-MAR-2025, revised 31-OCT-2025.

And as detailed in the following report(s):

30. **Site Servicing & Stormwater Management Report**, prepared by D. B. Gray Engineering Inc. Dated May 9, 2025, revised January 23, 2026.

31. **Arborist Report**, prepared by MHBC, dated July 4, 2025, revised September 11, 2025.
32. **Supplemental Hydrogeological Memorandum**, prepared by Geosyntec Consultants, dated June 26, 2025.
33. **Phase II Environmental Site Assessment**, prepared by Geosyntec Consultants, dated 12 May 2025, revised 11 September 2025.
34. **Phase I Environmental Site Assessment**, prepared by Geosyntec Consultants, dated 12 May 2025.
35. **Geotechnical Investigation Report**, prepared by Geosyntec Consultants, dated May 12, 2025.

And subject to the following General and Special Conditions:

General Conditions

1. **Lapsing of Approval**

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, 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. **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.

3. **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.

4. **Reinstatement of City Property**

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

5. **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.

6. **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.

7. **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.

8. **Development Charges**

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

9. **Demolition Permit**

The Owner acknowledges and agrees to obtain a Demolition Permit for the building currently located on the property, and to remove said building. A Demolition Permit shall not be issued prior to the payment of any applicable fees

and securities, registration of a Demolition Agreement and any other requirements to the satisfaction of the General Manager, Planning, Development and Building Services.

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 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.

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 – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

12. 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, 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.

13. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through

further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law No. 2025-94, as amended.

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 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.

17. **Private Drainage Agreement**

Prior to registration of this Agreement, the Owner shall enter into a Private Drainage Agreement/License with the Owner of the adjacent lands, municipally known as 1263 Carling Avenue, which shall be binding upon the owners and all subsequent purchasers, to deal with mutual rights for surface drainage, in accordance with the site plan approval issued by the City of Ottawa. The Private Drainage Agreement/License shall require that all subsequent purchasers of the Subject Property be given notice of the said Private Drainage Agreement/License and

assume the Owner's obligations thereunder.

18. **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 municipal 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.

19. **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, Development and Building Services.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Replacement Trees in City's Right-of-Way**

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall pay the sum of \$970.00 to the City as compensation for the removal of a City owned honey locust (Tree # 7 as per the approved Landscape Plan and Tree Conservation Report referenced in Schedule "E" herein) on Carling Avenue. Upon

receipt of compensation, the Director of Strategic Initiatives or their designate will issue a tree permit for the trees identified for removal, at which time the Owner may make arrangements with a contractor to remove said trees, at the Owner's expense. The tree removal permit for this site shall not be issued until receipt of compensation payment.

25. **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 Carling Avenue frontage of the lands, measuring 22.5 meters from the existing centerline of pavement/the abutting right-of-way. 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.

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 Merivale Road frontage of the lands, measuring 15 meters from the existing centerline of pavement/the abutting right-of-way. 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.

June 19, 2026

Date



Geraldine Wildman
Manager, Development Review South,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0064

SITE LOCATION

1309 Carling Avenue, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site municipally known as 1309 Carling Avenue is located to the north and west of the Merivale Road and Carling Avenue intersection. The irregular-shaped lot measures approximately 3.06-hectares in area and is currently occupied by Shoppers Drug Mart and associated surface parking lots.
- A demolition permit for the Westgate Shopping Centre has been granted. Much of the former mall lands will be used for surface parking until future phases of development are approved.
- The surrounding area is evolving and consists of a mix of residential, commercial, mixed-used and institutional developments. Adjacent land uses include a Hydro Ottawa transmission corridor and Highway 417 to the north of the site, a mixed-use low and high-rise buildings to the south (approved and active applications), and a mid-rise office building to the west. Beyond Merivale Road to the east of the site, is the Hydro Ottawa Substation.
- The applicant is seeking site plan approval to facilitate Phase 1B of a multi-phase redevelopment of the subject site. As proposed, the application intends to remove 15,404 m² of existing mall space, retain the existing Shopper's Drug Mart (2,830 m²), and introduce 2,572 m² of space for a new retail store, for a new total lot coverage of 5,402 m².
- Due to the reconfiguration of the buildings and parking at the Westgate site, approximately 250 surface parking spaces will be established to accommodate the large format stores. The development proposal does not contemplate any new access/egress to the subject property, and will retain the existing vehicular connections, including the signalized access on Merivale Road and the two (2) signalized accesses from Carling Avenue.

- The applicant proposes the planting of 27 deciduous trees, 424 deciduous shrubs, 125 coniferous shrubs, 312 ornamental grasses, and 1,095 perennials to be placed in landscaped islands within the parking area of the site.
- A canopy cover plan was submitted with the application and projects a tree canopy cover of 12% of the site through planting in landscaped islands within the parking lot.
- The creation of the landscaped islands also helps connect pedestrian pathways through the parking areas, and the proposal includes a bi-directional cycle track through the site, with centrally located bicycle parking.
- The front of the retail building faces east, with utility areas of the building to the west side, which is consistent with the neighbouring Shoppers Drug Mart.

Related Applications

The following applications are related to this proposed development:

- Official Plan Amendment – D01-01-15-0021
- Zoning By-law Amendment – D02-02-15-0093

DECISION AND RATIONALE

This application is approved for the following reasons:

- Schedule B2 – Inner Urban Transect defines the subject site as Hub and is located along Carling Avenue, which is identified as a Mainstreet Corridor. Hub lands are characterized by a diversity of functions, a higher density of development, a greater degree of mixed uses and a higher level of public transit connectivity. In addition to residential, employment and institutional uses, Hubs have a focus on providing commercial uses that allow residents to access daily needs without the use of an automobile.
- The site is subject to Official Plan Volume 2C – Area-Specific Policies Section 31 Westgate, which outlines the transition of the site into an urban-style mixed-use area with central greenspace. The intent of the plan is to guide the evolution of the site over time, which includes the phasing of development, placement of buildings, road network, and building heights.
- This phase of development is labelled as Phase 1B and will not preclude the completion of proposed Phases 2 and 3 of the site, which is to include a 36-storey mixed-use building in Phase 2 and a 24-storey mixed-use building in Phase 3, as well as the completion of the central green space.
- The proposed grocery store will contribute to the evolving urban fabric of the area by contributing to the 15-minute city and the liveability of the area.

- The subject site is zoned Arterial Mainstreet Subzone 10, Exception 2392, Schedule 368 – AM10[2393] S368. The Site Plan Control application conforms to the zoning, and no zoning amendments or minor variances were requested.
- The proposed grocery store represents good planning by activating centrally located land while supporting the on-site transition towards a higher density and mixed-use development.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is not applicable to this development as the proposed development does not increase the gross floor area and proposes a change of use from one commercial use to another commercial use. Pursuant to subsection 11(3)(b) of the City of Ottawa's Parkland Dedication By-Law No. 2022-280 (or as amended), no conveyance of land or payment of cash-in-lieu is required.

CONSULTATION DETAILS

Councillor's Comments

Councillor Riley Brockington 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 were public comments received online and staff considered these comments.

Concerns were raised that the proposal is not in line with approved site-specific approved plans and proposed a suburban style of development with surface parking and does not improve the urban environment.

Response:

The lands are subject to an Area-Specific Policy under Annex 5 of the Official Plan, referring to Volume 2C – Area-Specific Policies Section 31 Westgate which outlines the transition of the site into an urban-style mixed-use area with central greenspace. The intent of the plan is to guide the evolution of the site over time, which includes the phasing of development, placement of buildings, road network, and building heights. The location of the proposed retail store does not preclude the completion of Phase 2 of the site development plan, which identifies a 36-storey mixed-use building and completion of 40% of the central greenspace.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Ministry of Transportation requested the submission of a revised photometric plan to

include:

- Luminaire installation info such as mounting height, orientation angle, shielding info, etc.
- Include the isometric curve (show 1 lux and 3 lux) for each of the proposed arrangements on the site plan photometric.

Response to Comments –Technical

The photometric plan has been revised to indicate lighting fixture mounting height, orientation angle, shielding information, and isometric curve. The comments from the MTO have been addressed.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to time required to resolve identified issues.

Contact: Kelby Lodoen Unseth Tel: 613-580-2424, ext. 72852 or e-mail: Kelby.LodoenUnseth@ottawa.ca

Document 1 – Location Map

