



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

Site Location: 5494, 5500, 5510 Boundary Road

File No.: D07-12-24-0117

Date of Application: October 30, 2024

This SITE PLAN CONTROL application submitted by Robert Tran, Novatech, on behalf of Day and Ross Inc., is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Site Plan**, A001, prepared by N45 Architecture Inc., dated FEB 2024, revision 11 dated 2 JUN 2026.
2. **Existing Site Plan**, A000, prepared by N45 Architecture Inc., dated 12 DEC 2024, revision 02 dated 3 MAR 2026.
3. **Site Details**, A002, prepared by N45 Architecture Inc., dated JUNE 2024, revision 06 dated 2 MAR 2026.
4. **Site Details**, A003, prepared by N45 Architecture Inc., dated JUNE 2024, revision 05 dated 2 MAR 2026.
5. **Erosion and Sediment Control Plan**, 118168-ESC, prepared by Novatech, dated OCT 3/2024, revision 7 MAY 28/2026.
6. **Notes and Details**, 118168-PND2, prepared by Novatech, dated NOV 14/2025, revision 4 dated MAY 28/2026.
7. **Notes and Details**, 118168-PND1, prepared by Novatech, dated NOV 14/2025, revision 4 dated MAY 28/2026.
8. **Notes and Details**, 118168-ND, prepared by Novatech, dated NOV14/2025, revision 4 dated MAY 28/2026.
9. **Soil and Canopy Plan**, 118168-L3, prepared by Novatech, dated FEB 27/25, revision 2 dated NOV 14/25.
10. **Landscape Plan**, 118168-L, prepared by Novatech, dated APR 16/24, revision 6 dated NOV 14/25.
11. **Details**, 118168-L2, prepared by Novatech, dated AUG 16/24, revision 6 dated NOV 14/25.
12. **Grading Plan**, 118168-GR2, prepared by Novatech, dated MAR 7/2024, revision 12 dated MAY 28/2026.
13. **Grading Plan**, 118168-GR1, prepared by Novatech, dated MAR 7/2024, revision 12 dated MAY 28/2026.

14. **General Plan of Services**, 118168-GP, prepared by Novatech, dated MAR 7/2024, revision 12 dated MAY 28/2026.
15. **Building Elevations**, A201, prepared by N45 Architecture Inc., dated MAR 2024, revision 03 dated 24 SEPT 2024.
16. **Tree Conservation Plan**, 118168-L2- TCR, prepared by Novatech, dated February 27, 2025, revision 2 dated NOV 14/25.
17. **Topographical Sketch of Part of Lot 1 Concession 9 (Ottawa Front) Geographic Township of Gloucester City of Ottawa**, prepared by Annis, O'Sullivan, Vollebakk Ltd., dated July 12, 2018, revised November 16, 2018.

And as detailed in the following report(s):

1. **Geotechnical Investigation Proposed Warehouse Complex 5510 Boundary Road Ottawa, Ontario**, prepared by Paterson Group, dated September 2018 revised May 1, 2025.
2. **Stage 1 Archaeological Assessment**, prepared by Cameron Heritage Consulting, dated May 8, 2023.
3. **Update to Phase I – Environmental Site Assessment 5510 Boundary Road Ottawa Ontario**, prepared by Paterson Group, dated March 15, 2024.
4. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated October 20, 2021.
5. **Phase II Environmental Site Assessment 5510 Boundary Road Ottawa Ontario**, prepared by Paterson Group, dated October 20, 2021.
6. **Memorandum Settlement Surcharge Monitoring Program**, prepared by Paterson Group, dated August 12, 2024.
7. **5494, 5500, and 5510 Boundary Road Transportation Impact Assessment – Addendum Letter Novatech File No.: 118168**, prepared by Novatech, dated September 16, 2024.
8. **Terrain Analysis**, prepared by Paterson Group, dated September 19, 2024.
9. **Road Modification Approval under Delegated Authority**, prepared by City of Ottawa, dated December 31st, 2025.
10. **5494 – 5510 Boundary Road Day and Ross Servicing and Stormwater Management Report**, prepared by Novatech, dated October 3rd, 2024 revised May 28, 2026.

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

General Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control, 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. **Construct Sidewalks and Paved Shoulders**

The Owner shall design and construct sidewalk(s) or paved shoulder(s), based on the approved RMA, within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

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 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. **Roadway Modifications**

The Owner agrees to complete all road modifications required to accommodate this development, as identified in the road modification approval report referenced in Schedule "E" hereto, and further acknowledges and agrees that it is responsible for all costs associated with the public roadway modifications.

12. **Traffic Signal Maintenance and Operations**

The Owner shall enter into an agreement with the City to pay for the annual maintenance and operating costs of the Traffic Control Signal (TCS).

13. **Maintenance of Signals**

The Owner shall be responsible for the ongoing maintenance of the signals at Boundary Road/Site Access.

14. **Private Approach Detail**

The Owner acknowledges and agrees that the northern access 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 – Controlled Intersection" Plan, Drawing No. SC7.4, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Access By-law, being No. 2026-139, as amended.

The Owner acknowledges and agrees that the southern access 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. 2026-139, as amended.

15. **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.

16. **Parkland Dedication**

(a) The Owner acknowledges and agrees that the required parkland conveyance to the City is to be 1,356.8 square metres.

(b) The Owner covenants and agrees that the park 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 land conveyance, cash-in-lieu of parkland, or combination thereof:

1. 2% of gross land area.

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

(a) Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu 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 20 funds. The Owner shall also pay the parkland appraisal fee of \$994.10 (inclusive of HST), as referenced in Schedule "B" herein.

All of the above shall be to the satisfaction of the General Manager, Planning, Development Building Services.

18. **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 Boundary Road frontage of the lands, measuring 15 metres from the existing centreline 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.

19. **Release of Previous Site Plan Agreement**

The Owner and the City agree that the Site Development Agreement registered on January 13, 2000 as Instrument No. 1257507 can be released from title to the subject lands described in Schedule "A" hereto upon registration of this Agreement. The Owner acknowledges and agrees that the release of the aforementioned agreements shall be registered by the City, and all costs shall be borne by the Owner.

20. **Municipal Drainage**

Prior to registration of the Site Plan Agreement, the City will require further information to determine what approvals are required under the Drainage Act R.S.O. 1990. An update to the Engineer's Report under Section 65 of the Drainage Act or a petition for Drainage Works under Section 4 of the Drainage Act may be required.

21. **South Nations Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the South Nations Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

22. **Bell Canada**

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the

above Page 9 of 9 noted connection, Bell Canada may decide not to provide service to this development.

23. **Environmental Constraints**

- (a) The Owner agrees that prior to registration, early servicing, or other works that would alter the vegetative characteristics of the site, the Owner shall have the Environmental Impact Statement updated as necessary to reflect the final plan as approved, and to address any changes to the anticipated impacts and recommended mitigation measures that may be required as a result of changes to the Site Plan, changes in the regulatory context with respect to species at risk, or changes in the known environmental context of the site. This update shall be to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- (b) The Owner acknowledges and agrees that construction be in accordance with the recommendations of the Environmental Impact Statement Update, prepared by CIMA+, dated December 1:
 - (i) Ensure that spring velocities (1:2) through the new road ditch culvert allows for fish passage.
 - (ii) A Butternut inventory and assessment must be completed prior to clearing any vegetation. Butternut inventories have a 2-year shelf-life, and the timing of the inventory should reflect this period.
 - (iii) Assessment of Black Ash will be undertaken prior to construction and can be completed between June 1 and September 30.
- (c) The Owner agrees to abide by all appropriate regulations associated with Provincial and Federal statutes for the protection of wildlife, including migratory birds and species at risk.
- (d) The Owner shall erect protective fencing and sediment and erosion control measures along the setback perimeter of the Provincially Significant Wetlands prior to any site preparation works within the development area to ensure no disturbance of the wetlands during construction to the satisfaction of the South Nation Conservation Authority. These measures shall be maintained in good working order until the site has stabilized, after which any such measures that are not permanent shall be removed in a manner that minimizes disturbance to the site.

30 June 2026



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: D07-12-24-0117

SITE LOCATION

5494 Boundary Road, 5500 Boundary Road, 5510 Boundary Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site is located west of Boundary Road and approximately 500 metres south of the Boundary Road and Thunder Road intersection.
- The subject site is 8.46 hectares and mostly vacant with regenerated vegetation and one single detached dwelling in the northeast portion of the lot at 5494 Boundary Road. There are two ponds on site which are proposed to be removed. There are significant wetlands near the northern boundary.
- Highway 417 and a mix of residential, commercial, and light/heavy industrial uses are situated north and east of the subject site. Agricultural lands abut the subject site to the West and wooded lands abut the site to the South.
- The proposal is to accommodate the development of a truck transport terminal and cross dock facility which includes a total of Ninety (90) parking spaces, Fifty Five (55) tractor spaces, Twenty Nine (29) straight trucks spaces, and One Hundred Thirty Nine (139) trailer spaces. The Cross Dock Facility will also contain an office area and is proposed to be a total of 4400 square metres in Gross Floor Area (GFA). The Cross Dock Area may be potentially expanded by 995 square metres of additional GFA with a total GFA of 5435 square metres. Four (4) bicycle parking spaces are also proposed.
- Portions of the subject site will remain undeveloped areas for the enhancement of the realigned headwaters feature and buffer from nearby wetlands.
- As per By-law 2024-238, exception provisions of adjacent property zoned Rural Countryside with Rural Exception 940r RU[940r] establishes that Section 69 of the Zoning By-law 2008-250 does not apply to any portion of a watercourse within 30 metres of the northernmost property lines of lands known municipally as 5494 and 5500 Boundary Road.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The development meets the intent of the Official Plan.
- The development is in conformity with the Provincial Planning Statement.
- The proposal is in conformity with the Zoning By-law. The subject site is zoned Rural General Industrial (RG) with portions along the northern and southern boundaries zoned Parks and Open Space Subzone O1R (O1R) in Zoning By-law 2008-250. The subject site is zoned Rural Industrial and Logistics Subzone 1 (RIL1) with portions along the northern and southern boundaries zoned Open Space Facility Subzone 5 (FAC5) in Zoning By-law 2026-50. A Truck Transport Terminal is a permitted use within the proposed development area zoned RIL5. Additionally, the adjacent parcel to the north is zoned Rural Countryside with Rural exception 940r. The exception contains a provision that Section 69 does not apply to any portion of a watercourse within 30 metres of the northern most property line of lands known municipally as 5494 and 5500 Boundary Road.
- The proposed development represents good planning by proposing uses that are permitted under the current zoning requirements.

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 Modification Report.

CONSULTATION DETAILS

Councillor's Comments

Councillor Isabelle Skalski 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. The Council approved timeline **has not been met** due to multiple submissions reviewed.

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

Document 1 – Location Map

