

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

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Site Location: 135 Cardevco Road

File No.: D07-12-22-0173

Date of Application: December 14, 2022

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This SITE PLAN CONTROL application submitted by Eric Hochgeschurz, Premier Buslines, is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Demolition/New Site Plan**, A-010, prepared by Arbaum Architects, dated 2022-08-21, revision no. 12, dated 2025-04-16.
2. **Landscape Plan**, L 1.1, prepared by Arbaum Architects, dated 22 September, 2022, revision no. 7, dated 10 February, 2025.
3. **Landscape Plan**, L 1.2, prepared by Arbaum Architects, dated 22 September, 2022, revision no. 7, dated 10 February, 2025.
4. **Site Servicing & Grading Plan**, C – 1, prepared by D.B. Gray Engineering Inc., dated Sep 12-22, revision no. 8 dated Apr 12-25.
5. **Erosion & Sediment Control Plan & Notes**, C – 2, prepared by D.B. Gray Engineering Inc., dated Sept 12 -22, revision no. 7 dated Mar 25-25.
6. **Details**, C – 3, prepared by D.B. Gray Engineering Inc., dated Sept 12 -22, revision no. 7 dated Mar 25-25.
7. **Pre & Post Development Drainage Plans**, C – 4, prepared by D.B. Gray Engineering Inc., dated Sept Nov 15-22, revision no. 6 dated Mar 25-25.
8. **General Notes & Details**, S000, prepared by Arbaum Architects, dated Sept 16/21, revision no. 8 dated Feb 11/25.
9. **Stormwater Detention Retaining Wall Details**, S300, prepared by Arbaum Architects, dated Jan 04/24, revision no. 5 dated Feb 11/25.

10. **Sewage System Layout Plan**, PH4600-1, prepared by Paterson Group, dated 26/09/22, Revision 1 dated 14/10/22.
11. **Sewage System Detail & Notes**, PH4600-2, prepared by Paterson Group, dated 26/09/22, Revision 1 dated 14/10/22.

And as detailed in the following report(s):

1. **135 Cardevco Rd – Regularization and New Building Addition Planning Rationale**, prepared by Arbaum Architects, no date, submitted June 13, 2023.
2. **Hydrogeological Assessment and Terrain Analysis – 135 Cardevco Road**, PH4600-LET.01.Rev.05, prepared by Paterson Group Inc., revision 5 dated February 11, 2025.
3. **Geotechnical Investigation**, Proposed Industrial Redevelopment; 135 Cardevco Road, Carp, Ontario (Report: PG6018-1), prepared by Paterson Group Inc., revision no. 8 dated April 15, 2025.
4. **In-Situ Infiltration Testing, Proposed Commercial Building Renovation, 135 Cardevco Road-Ottawa, Ontario (PH4600-LET.02)**, prepared by Paterson Group Inc., dated August 20, 2024.
5. **Servicing Brief & Stormwater Management Report**, 135 Cardevco Road, Ottawa, Ontario (Report No. 21081), prepared by D.B. Gray Engineering Inc., dated November 24, 2022, revision no 4. dated March 25, 2025.
6. **Lighting Certificate – regarding Site Plan Control Application – 135 Cardevco Road, File No.: D07-12-22-0173; V&R Project No. 21-103**, prepared by Vanderwesten & Rutherford Associates Inc., dated December 19, 2024.

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

### **Requirements**

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

### **General Conditions**

#### **1. Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement and/or 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 this Agreement and/or 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. **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. **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.

7. **Development Charges**

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

8. **Designated Substances Survey**

Prior to demolition of any existing buildings located on the lands described in Schedule "A" herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Development and Building Services, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (a) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (b) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (c) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (d) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (e) R.R.O. 1990, Reg. 362: Waste Management – PCB's under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

**Special Conditions**

9. **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 – Notices on Title**

#### **10. Notice on Title – Quality and Quantity of Groundwater**

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:

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the City of Ottawa does not guarantee the quality or the quantity of the groundwater. The purchaser/lessee further acknowledges being advised that if, at some future date, the quality or the quantity of the groundwater becomes deficient, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to the deficiency. All efforts and costs to remedy such deficiencies in the groundwater shall be the sole responsibility of the owner."

"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."

#### **11. Notice on Title – Manganese Exceeding Maximum Allowable Concentration**

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:

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the hydrogeological reporting has identified that the concentration of manganese (0.13 mg/L) exceeds the *Guidelines for Canadian Drinking Water Quality* maximum allowable concentration (MAC) of 0.12 mg/L, but is below the Ministry of Environment, Conservation and Parks Guideline *D-5-5 – Water Supply Assessment* maximum concentration considered reasonably treatable (MCCRT) of 1.0 mg/L. The health basis of the federal guideline is the potential of adverse effects on the central nervous system, primarily in infants, due to chronic exposure. More information can be found in the *Manganese in Drinking Water Fact Sheet*, produced by Ottawa Public Health, dated September 12, 2024, as amended.”

“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. **Notice on Title – Requirement for Nitrate Reduction Technology**

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:

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that development is approved based on the operation and maintenance of a total nitrogen reduction system (Ecoflo/Rewatec biofilter – nitrogen reduction unit ECDn or equivalent capable of >50% total nitrogen removal and NSF/ANSI 245 or CAN/BNQ 3680-600 certified) that must be operated and maintained in perpetuity. The purchaser/lessee further acknowledges being advised that operation of the treatment system may involve additional costs when compared to a standard treatment unit and that if the treatment unit/system becomes deficient and causes groundwater impacts, the City of Ottawa shall bear no responsibility, financial or otherwise, to provide solutions to remedy the deficiency.”

“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.”

## **Access**

### **13. 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, Development and Building Services.

### **14. 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.

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

### **15. 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.

### **16. 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 Industrial Redevelopment; 135 Cardevco Road, Carp, Ontario (Report: PG6018-1), prepared by Paterson Group Inc., revision no. 8 dated April 15, 2025,

and

**In-Situ Infiltration Testing, Proposed Commercial Building Renovation, 135 Cardevco Road-Ottawa, Ontario (PH4600-LET.02)**, prepared by Paterson Group Inc., dated August 20, 2024,

(the "Reports"), referenced the list of approved reports, 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.

17. **Geotechnical – Encroachments**

The Owner acknowledges and agree that the **Geotechnical Investigation**, Proposed Industrial Redevelopment; 135 Cardevco Road, Carp, Ontario (Report: PG6018-1), prepared by Paterson Group Inc., revision no. 8 dated April 15, 2025, has recommended a method of construction that may encroach onto the adjacent property or onto the City's Cardevco Road right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

Civil Engineering

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

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

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);
- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;



- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

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

19. **Re-Grading and Maintenance of Ditch**

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along Cardevco Road, which include the following:

- (a) Re-grade the shoulders of the ditch within the road allowance(s) of Cardevco Road abutting the subject lands, related to the stormwater management infiltration trench outlet and the outlet grading treatment, to the satisfaction of the General Manager, Planning, Development and Building Services Department;
- (b) Obtain utility clearances prior to the re-grading of any ditch;
- (c) Obtain approval from the City's Roads Services Branch of the Public Works Department if the grade of any ditch bottom is to change; and
- (d) Maintain a grass cover within the road allowance(s) of Cardevco Road abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department.
- (e) Note that excavations deeper than 30cm within the public right-of-way will require municipal consent.

20. **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.

21. **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.

22. **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, Oil Grit Separator and infiltration trenches, as recommended in the approved **Servicing Brief & Stormwater Management Report, 135 Cardevco Road, Ottawa, Ontario (Report No. 21081)**, prepared by D.B. Gray Engineering Inc., dated November 24, 2022, revision no 4. dated March 25, 2025, referenced in the approved list of reports. 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.

**Site Lighting**

23. **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.

## **AGENCIES**

### **Conservation Authority**

#### **24. Mississippi Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley 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.

#### **25. Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services.

#### **26. Works on City Road Allowances**

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

#### **27. Video Examination**

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Development and Building Services, at the Owner's expense, before final Acceptance or Approval of the Works.

#### **28. Testing**

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Development and Building Services.

#### **29. Provision of As-Built Drawings**

The Owner shall supply to the General Manager, Planning, Development and Building Services, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon

Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

23 May 2025



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Date

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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**

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**File Number:** D07-12-22-0173

### **SITE LOCATION**

135 Cardevco Road, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

The subject property is located on the southwest side of Cardevco Road, approximately 400 metres southwest of the Cardevco Road and Carp Road junction. The lot area of the property is 2023 square metres with 31.79 metres of lot frontage along Cardevco Road. The property is currently occupied by an existing portable structure and a permanent one-storey 188 square metre building. There are no records of permits for the existing building and portables. The structures on the site are currently used for heavy vehicle servicing of school buses.

Adjacent lands surrounding the subject property are primarily of commercial and manufacturing land uses. The subject property and majority of surrounding properties are Rural Industrial and Logistics and zoned RG4 – Rural General Industrial Zone, Subzone 4.

The proposed development is to add an additional 90 square metres to the existing building for an accessory office/administrative space and to demolish the portable structure. The existing building will continue the current use as a servicing garage for bus repairs. To accommodate this development, four parking spaces are also proposed, one of which will be an accessible parking spot.

### **Related Applications**

N/A

### **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The subject property is designated Rural Industrial and Logistics as per Schedule B9 – Rural Transect of the Official Plan. Heavy and light industrial uses and warehouse and large-scale storage operations are permitted in Rural Industrial and Logistics areas as per the Official Plan. As such, the development meets the intent of the Official Plan.

- The proposed development conforms with the City's Zoning By-law 2008-250. The subject property is zoned RG4 – Rural General Industrial Subzone Four. In addition to the permitted uses within the RG zone, heavy equipment and vehicle sales, rental and servicing are permitted. The site is used to service and repair school buses. The proposed office will be considered as an accessory use to the heavy equipment servicing operation. As per the Zoning By-law Section 55, an accessory use is permitted within any zone if it is located on the same lot as the principal use to which it is accessory to and it exists to aid and contribute to the principal uses. Therefore, the primary uses of heavy equipment and vehicle servicing and the use of an accessory office are consistent with the City of Ottawa's Zoning By-law in terms of permitted uses.
- The proposed site design represents good planning for this industrial area.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor Clarke Kelly was aware of the application related to this report.

### **Public Comments**

#### Summary of public comments and responses

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**

#### Summary of Comments –Technical

The Mississippi Valley Conservation Authority (MVCA) provided comment on the submission regarding stormwater management. The review was focused providing feedback on the site's stormwater quantity management with respect to natural hazard risks from the receiving watercourse perspective and any potential impact on the ultimate receiving watercourse, Huntley Creek.

#### Response to Comments –Technical

The applicant addressed the MVCA's comments in subsequent submissions. The subject property is not regulated by the MVCA under Ontario Regulation 41/24. A permit from the Conservation Authority will not be required for the proposed development.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date.

**Contact:** Jerrica Gilbert Tel: 613-580-2424, ext. 16972 or e-mail:

jerrica.gilbert@ottawa.ca

## Document 1 – Location Map



D07-12-22-0173

22-1228-D

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REVISION / RÉVISION - 2022 / 12 / 15

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



135 ch. Cardevco Road

