



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

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Site Location: 3095 Palladium Drive

File No.: D07-12-23-0092

Date of Application: June 21, 2023

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This SITE PLAN CONTROL application submitted by JFSA, on behalf of 3095 Palladium GP Inc., is APPROVED as shown on the following plan(s):

1. **Commercial Development, 3095 Palladium Drive, Site Plan**, prepared by Allan Stone Architect, dated June 20, 2023, revised 4 dated February 9, 2024.
2. **Commercial Development, 3095 Palladium Drive, Landscape Plan**, Drawing No. L.1, prepared by James B. Lennox & Associates Inc., dated June 20, 2023, revision 6 dated April 19, 2024.
3. **3095 Palladium Drive, Building A Elevations**, Drawing No. A200, prepared by Rossmann Architecture, dated October 11, 2023, revised date, January 25, 2024.
4. **3095 Palladium Drive, Building B Elevations**, Drawing No. A201, prepared by Rossmann Architecture, dated October 11, 2023 revised date, January 25, 2024.
5. **3095 Palladium Drive, Building C Elevations**, Drawing No. A202, prepared by Rossmann Architecture, dated October 11, 2023 revised date, January 25, 2024.
6. **3095 Palladium Drive, Building D Elevations**, Drawing No. A203, prepared by Rossmann Architecture, dated October 11, 2023 revised date, January 25, 2024.
7. **3095 Palladium Drive, Building E Elevations**, Drawing No. A204, prepared by Rossmann Architecture, dated October 11, 2023 revised date, January 25, 2024.
8. **3095 Palladium Drive, Building F Elevations**, Drawing No. A205, prepared by Rossmann Architecture, dated October 11, 2023 revised date, January 25, 2024.
9. **3095 Palladium Drive, Servicing Plan**, Drawing No. 23021-S1, prepared by Robinson Land Development., dated June 19, 2023, revision 3 dated March 7, 2024.
10. **3095 Palladium Drive, Grading Plan**, Drawing No. 23021-GR1, prepared by Robinson Land Development, dated June 19, 2023, revision 3 dated March 7, 2024.

11. **3095 Palladium Drive, Erosion and Sediment Control Plan**, Drawing No. 23021-ESC1, prepared by Robinson Land Development, date June 19, 2023, revision 4 dated March 7, 2024.
12. **3095 Palladium Drive, Notes and Details**, Drawing No. 23021-N1, prepared by Robinson Land Development, dated June 19, 2023, revision 3 dated March 7, 2024.
13. **3095 Palladium Drive, Sanitary Drainage Area Plan**, Drawing No. 23021-SAN1, prepared by Robinson Land Development, dated June 19, 2023, revision 3 dated March 7, 2024.
14. **3095 Palladium Drive, Storm Drainage Area Plan**, Drawing No. 23021-STM1, prepared by Robinson Land Development, dated June 19, 2023, revision 3 dated March 7, 2024.
15. **HALO Carwash, Building Elevations**, Drawing No. A201, prepared by McRobie Architects, dated September 11, 2023, revision 2 dated April 29, 2024.
16. **Proposed Development Halo Carwash, 3095 Palladium Drive, General Notes**, Drawing No. C001, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
17. **Proposed Development Halo Carwash, 3095 Palladium Drive, Erosion and Sediment Control Plan**, Drawing No. C101, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
18. **Proposed Development Halo Carwash, 3095 Palladium Drive, Site Development Plan**, Drawing No. C201, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
19. **Proposed Development Halo Carwash, 3095 Palladium Drive, Grading and Drainage Plan**, Drawing No. C301, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
20. **Proposed Development Halo Carwash, 3095 Palladium Drive, Servicing Plan**, Drawing No. C401, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
21. **Proposed Development Halo Carwash, 3095 Palladium Drive, Servicing Plan**, Drawing No. C402, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
22. **Proposed Development Halo Carwash, 3095 Palladium Drive, Stormwater Management Plan**, Drawing No. C601, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
23. **Proposed Development Halo Carwash, 3095 Palladium Drive, Pre-Development Watershed Plan**, Drawing No. C701, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
24. **Proposed Development Halo Carwash, 3095 Palladium Drive, Post-Development Watershed Plan**, Drawing No. C702, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.
25. **Proposed Development Halo Carwash, 3095 Palladium Drive, Construction Detail Plan**, Drawing No. C901, prepared by LRL Engineering, dated May 2023, revision 4 dated March 4, 2024.

26. **3095 Palladium Drive, Phasing Plan**, dated July 30, 2024

And as detailed in the following report(s):

1. **Phase 1 Environmental Site Assessment Update, 3095 Palladium Drive**, Prepared by Paterson Group, File Number PE6084-LET.01 dated May 16, 2023.
2. **Phase 1 Environmental Site Assessment, Vacant and Agricultural Property 401-425 Huntmar Drive and 3001 Palladium Drive**, Prepared by Paterson Group, Report Number PE3146-1, 3095 dated January 8, 2014.
3. **3095 Palladium Drive, Environmental Impact Statement and Tree Conservation Report**, Prepared by Muncaster Environmental Planning Inc., dated January 2014
4. **3095 Palladium Drive, Tree Conservation Report**, prepared by CSW Landscape Architects Ltd., dated June 19, 2023, Revised October 13, 2023.
5. **Servicing Memorandum for proposed HALO Car Wash, 3095 Palladium Drive**, prepared by LRL Engineering, LRL File Number 230273, dated June 16, 2023, revised date, March 4, 2024.
6. **3095 Palladium Drive, Transportation Impact Assessment**, prepared by CGH Transportation, Project No. 2023-042, dated February 2024.
7. **3095 Palladium Drive, Commercial Development, Servicing and Stormwater Management Report**, prepared by Robinson Land Development, Project No. 23021, dated June 2023, revised March 2024.
8. **Geotechnical Investigation, Proposed Development, 3095 Palladium Drive**, prepared by GEMTEC, Project No. 102670.002, dated February 20, 2024.

And subject to the following General and Special Conditions:

### **General Conditions**

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

**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, 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, 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, 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.

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

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, prepared by Gemtec, (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.

### **Groundwater**

11. **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. 2003-514, as amended.

### **Civil Engineering**

12. **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.

13. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing 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.

14. **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.

**Private Systems**

15. **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.

16. **Municipal Responsibility Agreement**

(a) Prior to the execution of this Agreement by the City, the Owner shall enter into and register on title to the subject lands, a Responsibility Agreement with the City with respect to the private communal water system and the private communal wastewater system servicing the subject lands, such agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

(b) The Owner further acknowledges and agrees that the communal services shall at all times be operated under a valid Ministry of the Environment, Conservation and Parks Certificate of Approval.

17. **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.

### **Site Lighting**

#### **18. 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.

### **Planning and Design**

#### **19. Phasing**

The Owner acknowledges and agrees that the proposed development will be constructed in Phases as shown on the approved Phasing Plan referenced in Schedule "E" herein. The Owner acknowledges and agrees that this Site Plan Approval is subject to the Owner entering into an Amending Site Plan Agreement, for the lands shown as Phase 2 on the approved Phasing Plan referenced in Schedule "E" herein, the payment of any applicable fees and securities, and any other requirements that the City may require, all to the satisfaction of the General Manager, Planning, Development and Building Services.

### **Waste Collections**

#### **20. 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.

## **CONVEYANCES TO CITY**

### 21. **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 Palladium Drive frontage of the lands, measuring 22.25 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.

### 22. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

August 6, 2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Kersten Nitsche, MCIP RPP  
Manager (A), Development Review  
West, 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:** D07-12-23-0092

### SITE LOCATION

3095 Palladium Drive, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The site is located at the southwest corner of the intersection of Campeau Drive and Palladium Drive.

The site is currently vacant and undeveloped land. To the north there is an office building and a hotel; to the east is the Tanger Outlet mall (a large scale retail development); to the west is undeveloped land, and to the south is large format commercial retail.

- The proposed development includes five commercial-retail buildings ranging from 335 square to 845 square metres and a shared parking lot with 119 surface parking spaces on the northern portion of the site, and one commercial car wash with three vehicular queuing lanes on the southern portion of the site.
- The site is currently zoned General Mixed Use, with the Urban Exception 2167 (GM[2167]). The GM zone allows for many commercial uses including (but not limited to) office, retail, restaurant, daycare. The urban exception is specific to the site and prohibits residential uses on site. The site recently went through a Zoning By-law Amendment application (D02-02-23-0058) to include the car wash as a permitted use.
- The overall development's main buildings engage with the site's street frontage through pedestrian connections and landscaping, and the visual impact of parking and queuing is minimized through extensive landscaping consisting of large deciduous and coniferous trees, shrubs and perennials of moderate to high salt tolerance for longevity.

### Related Applications

Zoning Bylaw Amendment	D02-02-23-0058
Plan of Condominium (Phased)	D07-04-23-0011
Plan of Condominium (Common Elements)	D07-04-23-0012

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposed development of a car wash facility and commercial uses are keeping within the intent of the policies of the Official Plan. The policies are supportive of small-scale non-residential uses that meet the intent of the policies identified in Section 5.4 (Suburban Transect) and Section 6.3 (Neighbourhoods).
- The proposal is in compliance with the Zoning By-law, having received approval for a Zoning By-Law Amendment on July 25, 2024 under By-Law No. 2024-302 to amend the zoning to include a car wash as a permitted use on a portion of the site through the introduction of a zoning schedule (GM[2167] S497) and received no appeals.
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with City policies and guidelines.
- The proposal represents appropriate site design and represents good planning under the current policy framework.

## **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 Cathy Curry was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval.

### **Public Comments**

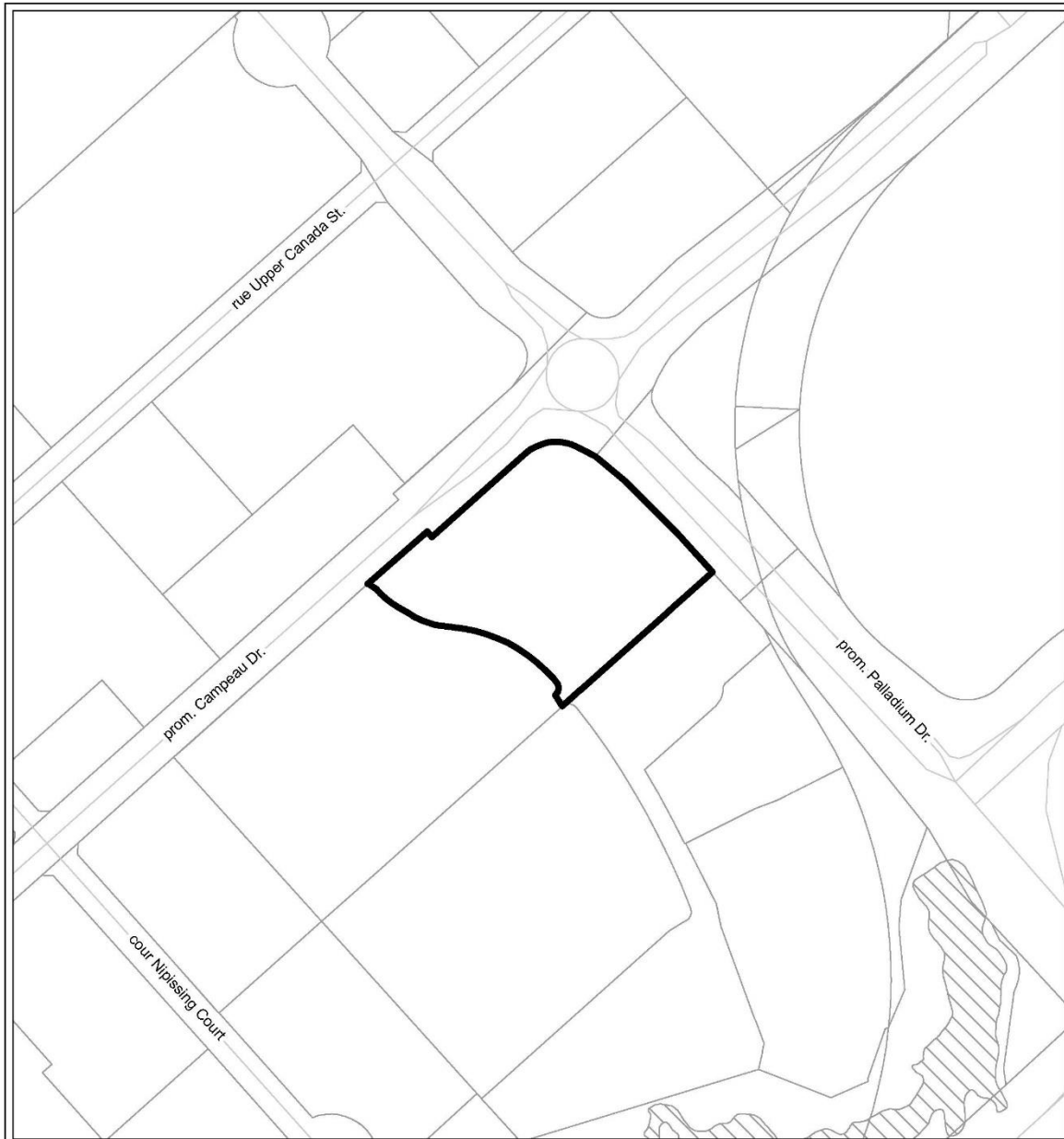
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.





## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexity of the issues associated with the Zoning By-law Amendment application.

**Contact:** Kieran Watson Tel: 613-580-2424, ext. 25470 or e-mail: kieran.watson@ottawa.ca

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION ZONING KEY PLAN / SCHÉMA DE ZONAGE SITE PLAN / PLAN DE EMPLACEMENT	
D02-02-23-0058	23-0656-X		
D07-12-23-0092			
I:\CO\2023\Zoning\Palladium_3095		 <b>3095 promenade Palladium Drive</b>	
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers                  All rights reserved. May not be produced without permission.                  THIS IS NOT A PLAN OF SURVEY</small>		 Existing Flood Plain (Section 58) / Plaine inondable (Article 58)	
<small>©Les données de parcelles appartiennent à Teranet Entreprises Inc. et                  à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans                  autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>		 <small>NOT TO SCALE</small>	
REVISION / RÉVISION - 2023 / 07 / 10			