



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

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Site Location: 363 Entrepreneur Crescent

File No.: D07-12-24-0100

Date of Application: August 29, 2024

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This SITE PLAN CONTROL application submitted by Kyle Herold, LRL Engineering, on behalf of Dustin Wilson, is conditionally APPROVED as shown on the following plan(s):

And the following plans are approved:

1. **General Notes**, C001, prepared by LRL Associates Ltd., dated October 10, 2023, revision 3 dated December 20, 2024.
2. **Erosion and Sediment Control Plan**, C101, prepared by LRL Associates Ltd., dated October 10, 2023, revision 3 dated December 20, 2024.
3. **Pre-Development Watershed Plan**, C701, prepared by LRL Associates Ltd., dated October 10, 2023, revision 3 dated December 20, 2024.
4. **Post-Development Watershed Plan**, C702, prepared by LRL Associates Ltd., dated October 10, 2023, revision 3 dated December 20, 2024.

And as detailed in the following report:

1. **Environmental Impact Statement – Zoning By-law Amendment for 363 Entrepreneur Crescent**, prepared by Kilgour & Associates Ltd., dated 2023-09-15.

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. 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.

### **2. Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Letter of Undertaking or issuance of a Commence Work Notification, to update the list of required plans and studies listed below to address the comments from the formal review letter dated **January 15, 2025**, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the **submission may necessitate changes to the plans and reports approved herein, including this Delegated Authority Report which will be revised to reflect these changes and any possible revised or additional conditions. If necessary, the Owner further acknowledges and agrees to provide all revised plans and reports to the General Manager, Planning, Development and Building Services Department prior to signing of the Letter of Undertaking or the issuance of a Commence Work Notification.**

- i) **Landscape Plan**, L.1., prepared by James B. Lennox & Associates Inc. dated July 2024, revision 2 dated December 06, 2024.
- ii) **Grading and Drainage Plan**, C301, prepared by LRL Associates Ltd., revision 3 dated December 20, 2024.
- iii) **Servicing and Stormwater Management Plan**, C401, prepared by LRL Associates Ltd., revision 3 dated December 20, 2024.
- iv) **Construction Detail Plan**, C901, prepared by LRL Associates Ltd., revision 3 dated December 20, 2024.
- v) **Stormwater Management and Servicing Report**, prepared by LRL Associates Ltd., revision dated December 20, 2024.
- vi) **Geotechnical Investigation**, prepared by LRL Associates Ltd., revision dated December 2024.
- vii) **Hydrogeological Assessment & Terrain Analysis**, prepared by LRL Associates Ltd., revision dated December 17, 2024.

3. **Water Supply for Fire Fighting**

The Owner shall ensure that an adequate water supply for fire fighting, as required, is provided for every building. Water supplies could be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks either on or off-site.

4. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

5. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

6. **Development Charges**

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

**Special Conditions**

7. **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, Real Estate and Economic Development, 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, Real Estate and Economic Development, 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, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

## **Access**

### **8. Private Access**

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

## **ENGINEERING**

### **Submissions**

#### **9. Civil Plans**

The Owner shall prepare, at its own cost, Civil Plans demonstrating that the proposed work is in accordance with all applicable City Specifications or Standards, Design Guidelines, Terms of Reference, the Official Plan, or other applicable documents. The Civil Plans include General Notes, Grading and Drainage Plan, Servicing and Stormwater Management Plan, Construction Detail Plan, Site Plan, and Erosion and Sediment Control Plan. The design shall be subject to the approval of the General Manager of the Planning, Development and Building Services Department. Written authorization, in the form of a Commence Work Notification, will be required prior to any site works.

#### **10. Site Servicing Study**

The Owner shall prepare, at its own cost, a Site Servicing Study demonstrating that the proposed work is in accordance with all applicable City Specifications or Standards, Design Guidelines, Terms of Reference, the Official Plan, or other applicable documents. The design shall be subject to the approval of the General Manager of the Planning, Development and Building Services Department. Written authorization, in the form of a Commence Work Notification, will be required prior to any site works and all comments on the reporting are to be addressed to the sole satisfaction of the City on the following unresolved issues:

- Septic permit (in agreement with design), and
- LID elements/components.

#### **11. Geotechnical Investigation**

The Owner shall prepare, at its own cost, a Geotechnical Investigation demonstrating that the proposed work, including enhanced support for the oil/grit separator system and grade raise discussion is in accordance with all applicable City Specifications or Standards, Design Guidelines, Terms of Reference, the Official Plan, or other applicable documents. The design shall be subject to the approval of the General Manager of the Planning, Development and Building Services Department. Written authorization, in the form of a Commence Work Notification, will be required prior to any site works, and all comments on the reporting are to be addressed to the sole satisfaction of the City on the following unresolved issues:

- Confirmation that the pavement/gravel structure design is sufficient to not damage the chambers.

#### **12. Hydrogeological & Terrain Analysis Report**

The Owner shall prepare, at its own cost, a Hydrogeological and Terrain Analysis Report demonstrating that the proposed work is in accordance with all applicable City Specifications or Standards, Design Guidelines, Terms of Reference, the Official Plan, or other applicable documents. The design shall be subject to the approval of the General Manager of the Planning, Development and Building Services Department. Written authorization, in the form of a Commence Work Notification, will be required prior to any site works and all comments on the reporting are to be addressed to the sole satisfaction of the City on the following unresolved issues:

- Sulphide, Iron above AO in the body of the report, and
- Non-potability of the water supply.

#### **13. Notice on Title - Aesthetic and Health Related Water Quality Exceedances in 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 be developed considering the recommendations of the approved Hydrogeological and Terrain Analysis Report and should at a minimum include that raw groundwater is only to be used as a non-potable water supply and provide OPH fact sheets for information on parameters that exceed the water quality standards and guidelines.

### **Geotechnical Engineering and Soils**

#### **14. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the

recommendations of the Geotechnical Investigation (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

## **Groundwater**

### **15. 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 for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the site may not provide potable water".

"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."

## **Civil Engineering**

### **16. Re-Grading and Maintenance of Ditch**

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

- a) Re-grade the shoulders of the ditch within the road allowance(s) of Entrepreneur Crescent abutting the subject lands, 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 Entrepreneur Crescent abutting the subject lands, to the satisfaction of the General Manager, Planning, Development and Building Services Department.

#### **17. Stormwater Management Memorandum**

Prior to registration of a Site Plan Agreement or the execution of the Letter of Undertaking, 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.

#### **18. 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.

### **Site Lighting**

#### **19. 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.

## **Plans and Reports**

### **20. Site Plan**

A revised Site Plan, to the satisfaction of the General Manager of Planning, Development and Building Services must be provided prior to the registration of a Site Plan Agreement or the execution of a Letter of Undertaking.

### **21. Landscape Plan**

A revised Landscape Plan, to the satisfaction of the General Manager of Planning, Development and Building Services must be provided prior to the registration of a Site Plan Agreement or the execution of a Letter of Undertaking

### **22. General – All Plans**

Closer to Site Plan Control approval, the applicant will be provided the File Number and Plan Number. The File Number and Plan Number shall be incorporated in the bottom right-hand corner of all plans.

### **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. Environment**

- a. The Owner acknowledges and agrees that the construction of the development shall be in accordance with the recommendations of (Environmental Impact Statement, Kilgour 2023), including:



“A setback of 5 m is anticipated to be sufficient to protect and maintain ... natural heritage value of the Watercourse if it includes the creation of a raised berm within the setback width. The berm is to be shaped so that site runoff is conveyed to the stormwater management (SWM) systems associated with Entrepreneur Crescent rather than the Watercourse.”

“The raised berm on the rear side of the property, however, intended to direct site runoff southward, provides an opportunity for an area of revegetation and tree planting. It is the recommendation of this study that this area be replanted with at least five trees and seeded with a grass mix suitable for use along the Watercourse.”

- b. 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.

## **25. Parkland Dedication**

- a) The Owner acknowledges and agrees that the conveyance requirement to the City is 60 square metres.
- b) The Owner covenants and agrees that the 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 cash-in-lieu of conveyance parkland:
    - 2% of the gross land area (commercial & industrial uses).

## **26. Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance 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 \$850 plus H.S.T. of \$110.50, as referenced in Schedule “B” herein.

## **27. LETTER OF UNDERTAKING**

- a) A Letter of Undertaking may be provided as an alternative to a Site Plan Agreement where criteria listed in Section 11 of the [Site Plan Control By-law](#) are met. Closer to Site Plan Control approval, if a Letter of Undertaking is determined appropriate, the following application will be subject to the above listed conditions and to the following standard Letter of Undertaking conditions:

### **(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

11 February 2025



\_\_\_\_\_  
Date

\_\_\_\_\_  
Adam Brown  
Manager, Development Review Rural,  
Planning, Real Estate and Economic  
Development Department



## **SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION**

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**File Number:** D07-12-24-0100

### **SITE LOCATION**

363 Entrepreneur Crescent, and as shown on Document 1.

### **SYNOPSIS OF APPLICATION**

A Site Plan Control application has been received to construct an industrial warehouse, approximately 592 square metres. The rectangular shaped lot has an area of approximately 0.30 hectares and an approximate frontage of 36.8 metres along Entrepreneur Crescent. Currently the site does not contain any structures, serving as a parking lot and storage yard, mostly gravel surface. A roadside ditch exists along Entrepreneur Crescent to the south of the subject property. The driveway is in the southwest corner of the lot and is used to access Entrepreneur Crescent. Surrounding properties consist primarily of commercial and industrial uses.

A watercourse is adjacent to the north property boundary. The Environmental Impact Assessment has determined this watercourse functions as a trough due to the lack of water flow and has very limited natural heritage value. As such, the site is proposing a five (5) metre setback from the watercourse.

The Site Plan application has been submitted for the proposed development of a 592 square metre warehouse. The warehouse will serve predominantly as a storage facility but will also be used in the construction and maintenance of props and equipment. A small office of approximately 43 square metres will be located within the warehouse. In addition, an on-site parking lot will provide eight (8) passenger vehicle parking spaces. Garbage enclosures are proposed within the rear of the property, behind the warehouse.

The site has been designed to limit employee and visitor parking away from industrial activity as the parking lot, entrance, sidewalk, and grassed amenity spaces have been proposed at the front of the building. Garbage collection enclosures are located in the rear of the property, to ensure the enclosures are not visible from Entrepreneur Crescent. The site plan will need to be amended to include one accessible parking space in the front parking lot near the building's main entrance.

The site is currently un-serviced. The proposed development is to be serviced by a private well and septic system. Stormwater runoff is collected via the Entrepreneur roadside ditch, south of the subject property.

## **Related Applications**

Minor Variance – D08-02-23/A-00195

## **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 does meet the intent of the Official Plan.
- The proposed development conforms with the City's Zoning By-law 2008-250. The subject property is zoned RG2 – Rural General Industrial Subzone, in addition to the permitted uses within the RG zone, light industrial uses and a warehouse use are both permitted. The proposed office will be considered as an accessory use to the light industrial/warehouse 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 light industrial and warehouse 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 development required a Minor Variance application to conform with the RG2 zone provisions. A Minor Variance application (D08-02-23/A-00195) was submitted to permit a reduced rear yard setback of 6.8 metres, whereas the By-law requires a minimum of 15 metres and to permit a reduced westerly side yard setback of 1.5 metres, whereas the By-law required a minimum side yard setback of 3 metres. The Minor Variance application was granted at the Committee of Adjustment and approved with all opportunities for appeals exhausted. As a result of the Minor Variance application, the proposed development does conform with the RG2 zone provisions.
- The proposed site design represents good planning for this industrial area.

## **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.

## **CONSULTATION DETAILS**

### **Councillor's Comments**

Councillor George Darouze was aware of the application related to this report.

### **Public Comments**

This application was not subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

## **Technical Agency/Public Body Comments**

### Summary of Comments –Technical

Telus has no concerns with the proposed development. Hydro One Networks has no objections as long as all underground locates are obtained prior to any excavation and hand dig within 1.0 m of any buried plant, no excavation occurs within five feet of any hydro poles and/or anchors, and that all workers and equipment must remain at least 10 feet from all overhead primary voltage lines.

### Response to Comments –Technical

Hydro One Networks' comments have been noted to the applicant.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the complexities of the file and revisions required.

**Contact:** Jerrica Gilbert Tel: 613-580-2424, ext. 16972 or e-mail:  
jerrica.gilbert@ottawa.ca

## Document 1 – Location Map

363 Entrepreneur Crescent

