

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

Site Location: 145 Walgreen Road

File No.: D07-12-25-0031

Date of Application: March 12, 2025

This SITE PLAN CONTROL application submitted by Bridgette Alchawa, Keeper Co., on behalf of W.O.M.W. Realty Limited, is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Proposed Floor Plans**, A02, prepared by Deimling Architecture and Interior Design, dated September 2024, revision 2 dated 20 Dec 2024.
2. **Proposed Exterior Elevations**, A03, prepared by Deimling Architecture and Interior Design, dated September 2024, revision 2 dated 20 Dec 2024.

And as detailed in the following report(s):

1. **Zoning Confirmation Report**, prepared by Egis Canada Ltd, dated April 25, 2025.
2. **Geotechnical Investigation**, prepared by Egis Canada Ltd., dated December 2024.
3. **Septic Impact Assessment – 145 Walgreen Road**, Carp, ON, prepared by Egis Canada Ltd., dated March 11, 2025.
4. **Scoped Environmental Impact Study**, prepared by Muncaster Environmental Planning Inc., dated December 16, 2024.
5. **Tree Conservation Report**, prepared by IFS Associates, dated March 5, 2025.

And subject to the following General and Special Conditions:

GENERAL CONDITIONS

1. **Lapsing of Approval**

The Owner shall enter into this Site Plan Control Agreement 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. **Prior Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between Lischer Holdings Corp. registered as Instrument No. OC920519 on October 30, 2008 are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supersede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. **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.

4. **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.

5. **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.

6. **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.

7. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets.

Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

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

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

8. **Development Charges**

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

9. **Update to Plans and Studies**

The Owner acknowledges and agrees, prior to registration of this Agreement or issuance of a Commence Work Notification, to update the **Proposed Site Plan** (SP-A01, prepared by Deimling Architecture and Interior Design, dated September 2024, revision 8 dated 23 Apr 2025), **Site Grading, Drainage, Erosion & Sediment Control & Servicing Plan**, (C101; prepared by Egis Canada Ltd., dated 12.18.2024, revision no 4 dated 4.25.2025), **Landscape Plan** (L1, prepared by GJA Inc., dated 2024 11, revision 3 dated 2025 04 25), **Hydrogeological Assessment – 145 Walgreen Road, Carp, ON** (prepared by Egis Canada Ltd., dated December 20, 2024, revision dated March 6, 2025), and **Site Servicing & Stormwater Management Report 145 Walgreen Road** (prepared by Egis Canada, Ltd., dated April 25, 2025) to address the comments from the formal review letter dated **May 28, 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. 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 registration of this Agreement or the issuance of a Commence Work Notification.

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.

Access

11. 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.

12. 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

Watermain Extension

13. Watermain Extension – Plans and Profile

Prior to registration of the site plan agreement the applicant shall provide plan and profile drawings to the City for the extension of the watermain along Walgreen Road to the satisfaction of the General Manager of Planning, Development and Building Code Services. These drawings shall be in accordance with the City's standards for watermain design and hydrant spacing.

14. Watermain Extension – Municipal Consent Circulation

Prior to construction of the works, the applicant will require a municipal consent circulation for the extension of the watermain in Walgreen Road. The request for a municipal consent circulation will be initiated through the City Utility Circulations Department. The design of the watermain extension will be circulated to City

Departments and external agencies to ensure there will not be any conflicts between the Utilities and the new watermain.

Geotechnical Engineering and Soils

15. 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 of the Proposed Building Addition and Site Development 145 Walgreen Road, Ottawa ON** (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

16. 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."

17. Notice on Title – Manganese Exceeding Maximum Allowable Concentration

(Applicable to private water supply only)

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 (0.06 to 0.07 mg/L) exceeds the aesthetic objective of 0.05 and 0.02 mg/L set out in the *Ontario Drinking Water Objective* and the *Guidelines for Canadian Drinking Water Quality*, respectively, 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."

18. Notice on Title - Aesthetic and Health Related Water Quality Exceedances in Groundwater and MECP Consent to Not Abandon the Well (Applicable to private water supply only)

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 purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the groundwater is only to be used as a non-potable water supply and that the existing well (A080995) is subject to conditions permitting the owner to not abandon the well by the Ministry of Environment, Conservation and Parks. The requirements agreed to (Schedule C – Letter to Wells Director Accepting Conditions for Director Consent) are listed below:

- 1. The services of a water treatment specialist shall be retained and we shall install, operate and maintain a water treatment system in the distribution system, in accordance with recommendations of the water treatment specialist, to address the chloride present in the well water prior to the water being used in the building;
- 2. The water treatment system shall be properly maintained and operational at all times in accordance with the recommendations of the water treatment specialist;
- 3. All faucets within the building shall be labelled to indicate that the water is not intended for human consumption;
- 4. The well water shall not be used as a drinking water source under any circumstances by any person and bottled water shall be supplied for consumption by employees;
- 5. Due to elevated chloride, steps shall be taken to mitigate the impact of corrosion on plumbing including: use of approved PEX pipe and fittings, installation of stainless steel fixtures, and not installing water treatment systems that may increase corrosivity of the water;
- 6. Due to elevated chloride, water from the well will not be used for any other purpose then servicing washrooms; and
- 7. The well identified by well record number A080995 shall be maintained as per Reg. 903 until such time as the water supply is no longer required. At that point, the water supply well shall be decommissioned in accordance with Reg. 903.”.

Civil Engineering

19. Spill Contingency and Pollution Prevention Plan

The Owner shall, within six (6) months of signing this Agreement, 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.

20. 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.

21. 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 **(Site Grading, Drainage, Erosion & Sediment Control & Servicing Plan, C101;** prepared by Egis Canada Ltd., dated 12.18.2024, revision no 4 dated 4.25.2025) 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.

Site Lighting

22. Site Lighting Certificate

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

PLANNING AND OTHER

Waste Collections

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.

Parks

24. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 190 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 conveyance of parkland, cash-in-lieu of conveyance parkland, or combination thereof:

i. 2% of the gross land area (commercial & industrial uses).

Gross Land Area (sq m)	Parkland Dedication Rate	Parkland Conveyance Requirement (sq m)
9490 sq m	2%	190

25. 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 5 funds. The Owner shall also pay the parkland appraisal fee of \$960.50 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

AGENCIES

MVCA

26. Mississippi Valley Conservation Authority

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

6 June 2025

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: D07-12-25-0031

SITE LOCATION

145 Walgreen Road, which is located on the south-east side of Walgreen Road within an industrial subdivision south of Highway 417 and west of Carp Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The existing building on the site serves as a heavy equipment service and office facility for Miller Waste, a business specializing in waste management services. The site includes an informal gravel parking lot used to store waste collection vehicles and associated machinery as well as to provide employee parking to the west of the existing building. There are currently two driveways that provide accesses to site from Walgreen Road, located along the south property line and in the middle of the site. The middle access as part of the site plan application will be located further west for better site circulation.

Surrounding land uses include a contracting business, an excavation business, and a recreational and athletic facility. A woodlot is located immediately south of the property, which provides a large buffer between the industrial park and the nearest residential uses off of Rothbourne Road.

The site plan control application is to permit the construction of a 518.38 square metre addition onto the existing building as well as a new parking lot for employees, oversized trucks, and associated operational vehicles for the business. An accessory compressed natural gas fueling station was installed this spring in the south-west corner of the lot. The new parking lot includes 73 additional regular parking spaces, 59 additional parking spaces for oversized trucks parking, and 12 new parking spaces at the rear of the building for employee parking. Additional soft landscaping and tree plantings will be added to the property's frontage along Walgreen Road and the rear property line.

The site is currently on private services. As part of this application, the applicant is proposing a watermain extension for public water access from 131 Walgreen Road to the site, which would otherwise remain on a private septic system.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject property is designated Industrial and Logistics as per Schedule B6 – Suburban West Transect of the Official Plan (OP). This area was recently included in the urban boundary by the current OP coming into effect in 2022. The property is also within the boundaries of the Carp Corridor Community Design Plan and is designated as a Light Industrial Area under Schedule 1. Heavy and light industrial uses and warehouse and large-scale storage operations are permitted in 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 oversized vehicles for the operations of Miller Waste, which provides waste management services in the Ottawa area. The existing office is 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.
- Special conditions have been included to account for the applicant extending the public watermain from 131 Walgreen to their site to ensure that the plans and construction meet the City's standards.
- 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. For industrial uses, cash-in-lieu of conveyance parkland is required at 2% of the gross land area being developed.

CONSULTATION DETAILS

Councillor's Comments

Councillor Clarke Kelly 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

The Mississippi Valley Conservation Authority (MVCA) reviewed the application in context of its authority over natural hazards (advisory) and stormwater management. While the MVCA do not have concerns from a natural hazard perspective, the agency identified some issues with the applicant's Site Servicing and Stormwater Management Report and Servicing Plan. The MVCA recommended that their concerns be addressed prior to the application moving forward.

Enbridge Gas had no objections to the application, and information was provided to the applicant about contacting the Enbridge Gas Customer Service prior to any site construction activities.

Response to Comments –Technical

The applicant has been provided with the MVCA's comments in the formal review letter provided on May 28, 2025. Condition 9 - Update to Plans and Studies has included the plans and reports that the MVCA have identified with issues: the applicant must address the concerns expressed in the May 28, 2025 formal review letter prior to the City registering a site plan agreement for this development.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was 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

