



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

Site Location: 6165 Thunder Road

File No.: D07-12-24-0152

Date of Application: November 20, 2024

This SITE PLAN CONTROL application submitted by Peter Hume, HP Urban, on behalf of Brofort Developments Inc., is APPROVED upon resolution of the conditions stated in this report 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, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. Update to Plans and Reports

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement 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 21, 2026, 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 preparation of the Site Plan Agreement or the issuance of a Commence Work Notification.

- i. **Proposed Site Plan**, SP-01, prepared by Stewart + TSAI Architects Inc., dated FEB 23, 2023, revision no. 14 dated SEP 11, 2025.

- ii. **Proposed Part Site Plan**, SP-02, prepared by Stewart + TSAI Architects Inc., dated JUN 28, 2023, revision no. 12 dated SEP 11, 2025.
- iii. **Site Plan Details**, SP-03, prepared by Stewart + TSAI Architects Inc., dated JUN 17, 2023, revision no. 02 dated SEP 11, 2025.
- iv. **Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., dated 05/19/2023, revision no. 8 dated 05/15/2025.
- v. **Lot Grading, Drainage, Erosion & Sediment Control Plan**, C101, prepared by Egis, dated MAY 14, 2024, revision no. 6 dated DEC. 11, 2025.
- vi. **Site Servicing Plan**, C102, prepared by Egis, dated MAY 14, 2024, revision no. 6 dated DEC. 11, 2025.
- vii. **Zoning Confirmation Report**, prepared by HP Urban, submitted September 11, 2025.
- viii. **Servicing & Stormwater Management Report**, prepared by Egis Canada Ltd., dated May 15, 2024, revised September 11, 2025.
- ix. **Hydrogeological Assessment – Proposed Commercial Development – 6165 Thunder Road**, prepared by Paterson Group Inc., dated May 9, 2024.
- x. **Septic Impact Assessment (Terrain Analysis) – Proposed Commercial Development – 6165 Thunder Road**, prepared by Paterson Group Inc., dated November 18, 2024, revision no. 03 dated September 19, 2025.
- xi. **Environmental Impact Study for proposed development at 6165 Thunder Road, Ottawa, Ontario**, prepared by Kilgour & Associates Ltd., dated October 14, 2022, revised January 31, 2024.
- xii. **Environmental Noise Control Study**, prepared by Paterson Group Inc., dated October 10, 2024.
- xiii. **Geotechnical Investigation**, prepared by Paterson Group Inc., dated February 22, 2023.
- xiv. **Phase 1 Environmental Site Assessment**, prepared by Paterson Group., dated February 28, 2022.

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.

Special Conditions

8. **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.

9. Emergency Gate Access

The Owner acknowledges and agrees that the gate at eastern entrance must remain closed and this access is intended for emergency services only. The Owner agrees that, prior to occupancy, it is responsible to contact Ottawa Fire Services directly to ensure access to the gate is provided.

10. 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.

11. 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."

12. Notice on Title - Aesthetic and Health Related Water Quality Exceedances in Groundwater and MECP Consent to Not Abandon the Well (A342424)

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 (A342424) 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 well shall be properly vented to the outside atmosphere in a manner that will safely disperse all gases, as per section 15.1 of Regulation 903;
2. The services of a water treatment specialist shall be retained and you shall install, operate and maintain a water treatment system in the distribution system, in accordance with recommendations of the water treatment specialist, to remove any hydrogen sulphide prior to the water being used in the building;
3. The treatment system shall be properly maintained and operational at all times in accordance with the recommendations of the water treatment specialist;
4. All faucets within the building shall be labelled to indicate that the water is not intended for human consumption;
5. 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; and
6. Due to elevated chloride, steps shall be taken to mitigate the impact of corrosion of 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.
7. Once the water treatment system for reducing hydrogen sulphide in water from well A342424 becomes operational, you shall immediately notify the Director appointed for the purposes of subsection 21 (10) of the Wells Regulation by email to wellshelpdesk@ontario.ca of the date when the water treatment system became operational."

13. 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.

14. Snow Storage - Setback

In addition to the provisions set out in Clause 17 of Schedule "C" to this Agreement, the Owner acknowledges and agrees that no snow storage will occur within the fifteen (15 m) metre setback from the top bank of the watercourse, pursuant to the City's Zoning By-Law 2008-250, as amended.

15. Waste Collection

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

16. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 330 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 (GLA) | 16,482 m ² | |
| Development Type | Calculation | Conveyance Requirement (m²) |
| Commercial | 2% of Gross Land Area | 330 m ² |
| Total Conveyance Requirement | | 330 m ² |

17. 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 \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule "B" herein.

18. Corner Sight Triangle

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, two overlapping unencumbered corner sight triangles measuring 15 metres x 5 metres at the intersection of Boundary Road and Thunder Road. The exact location and area of the corner sight triangles must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the corner sight triangle, to the City Surveyor for review prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

19. South Nation Conservation Authority

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

20. Ministry of Transportation

The Owner acknowledges and agrees that prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification or issuance of a conditional building permit the owner shall obtain a Ministry of Transportation Building and Land Use permit and a Sign Permit, if applicable. The Owner further acknowledges and agrees that any plans revised through the MTO permit process must also be prepared to the satisfaction of the General Manager of Planning, Development and Building Services.

21. Bell Canada

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network

infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

28 January 2026



Date

Adam Brown
Manager, Development Review Rural,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-24-0152

SITE LOCATION

6165 Thunder Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located between Boundary Road and Thunder Road. The site is also adjacent to the south side of Highway 417. The site is approximately 1.65 hectares and is currently vacant. Surrounding land uses include rural commercial and industrial zoned lands with a gas station to the south, a commercial operation for vehicle auctions to the west, and the Amazon Fulfillment Center / Warehouse to the east. Access to this site will include three entrances off Thunder Road to facilitate safe truck movement and a fire route.

This application has been submitted to accommodate the development of a one-storey warehouse with a floor area of 3,686 m². A mezzanine space will also be included to add an additional 368 m². The building will have a height of 11 metres, with six loading bays being provided on the north side. Forty vehicle parking spaces will be included located in a lot on the south side of the building servicing the main entrance, with additional parking at the rear of the building facing Boundary Road to the east. Two Type A accessible parking spaces will be located near the main entrance to the building.

Special conditions were required by the Ministry of Transportation (MTO) due to the site being entirely within the MTO's permit control area. The applicant will be required to go through the MTO's internal review process to obtain a Ministry Transportation, Building, and Land Use permit and ensure that any changes required by the MTO are reflected in the updated plans and reports for the site plan application.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject property is designated Rural Countryside as per Schedule B9 – Rural Transect of the Official Plan. Small scale light industrial uses like

warehouses are permitted in the Rural Countryside designation where the scale of development is suitable for a rural context. Given surrounding land uses, the proposed development is in line with the intent of the Official Plan.

- The proposed development conforms with the City's Zoning By-law 2008-250. The subject property is zoned Rural Commercial (RC). The proposed development meets the provisions of the RC zone.
- Conditions of site plan approval are included to satisfy the requirements of the City and the Ministry of Transportation to ensure that development is appropriate. Once cleared, the proposed site design will represent 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

Public Comments

This application was 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

Enbridge Gas, Bell Canada, Hydro Ottawa, and South Nation Conservation Authority had no objections to the proposed development. These agencies had comments and information relating to the buildout of the site that were forwarded to the applicant.

The Ministry of Transportation (MTO) had concerns with the application. The applicant is required to submit a Land Development Review to the MTO, which will include a review of a traffic impact study, stormwater management report, and photometric plan. Security fencing is required for land uses adjacent to the 400 series highways, so MTO fencing standards will need to be shown on the site plan. The third entrance to the site will need to be closed except for emergency vehicle access.

Response to Comments –Technical

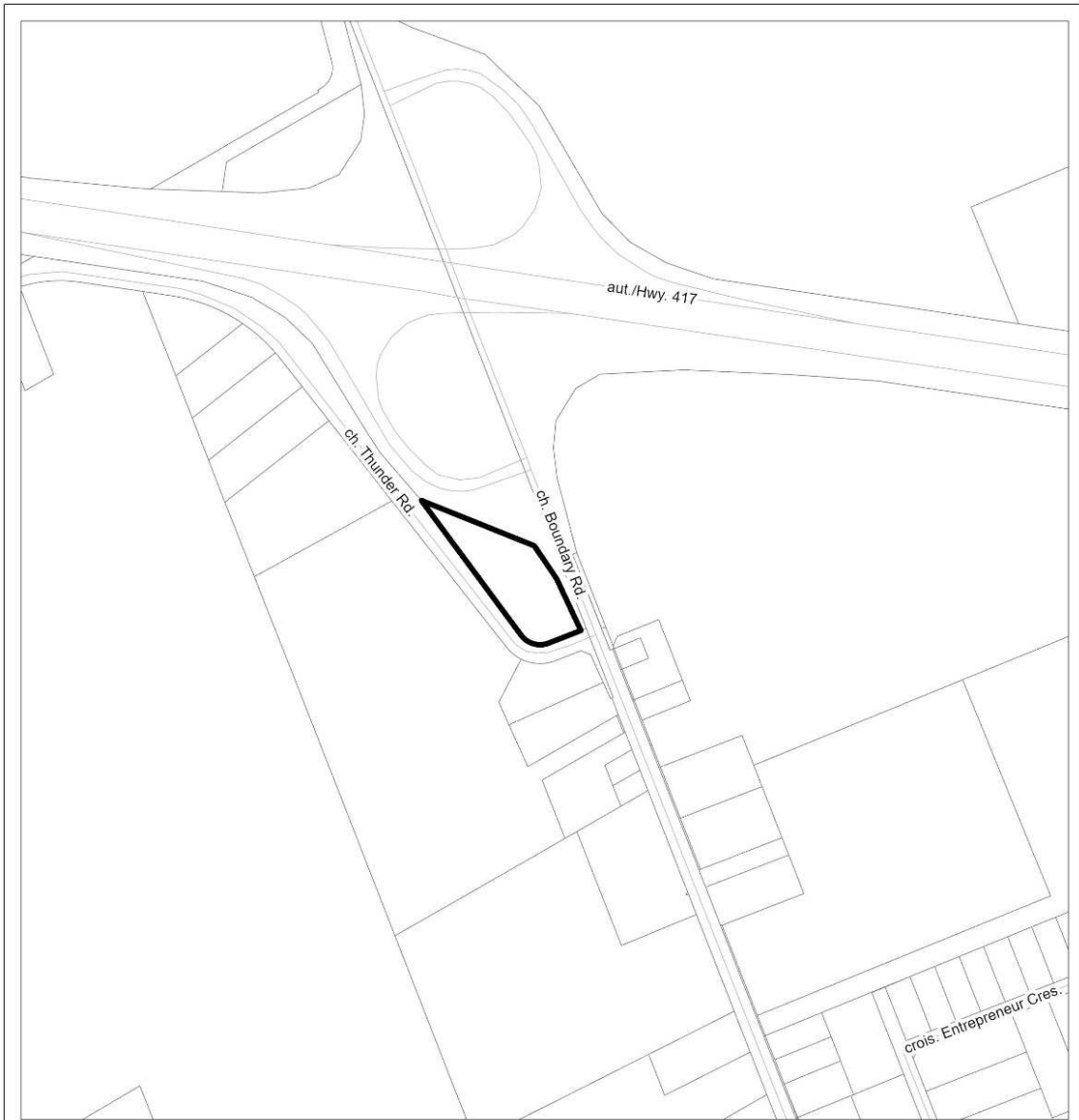
Conditions 2 (Update to Plans and Reports), 9 (Emergency Gate Access) and 20 (Ministry of Transportation) have been included with the conditional site plan approval to ensure that the development satisfied the requirements of both the City and the MTO.


APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to the need for issue resolution with external agencies.

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

Document 1 – Location Map



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| REVISION / RÉVISION - 2024 / 11 / 25 | |

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

 6165 ch. Thunder Rd.

