



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

Site Location: 4186 William McEwen Drive

File No.: D07-12-25-0067

Date of Application: May 16, 2025

This SITE PLAN CONTROL application submitted by Stantec Consulting Ltd. , on behalf of Trailroad BESS Inc., is APPROVED upon resolution of the conditions stated in this report

And the following plans are approved:

1. **Fence Drawing**, drawing no. D90-0001, prepared by BBA Consultants, project no. 7154024-200000-41, dated April 24, 2025, revision AB, dated May 9, 2025
2. **Pre-cast Noise Wall**, drawing no. H374571-00000-245-292-0001, prepared by MC, project no. n/a, dated July 18, 2025, revision A, dated July 18, 2025
3. **Standard Details**, drawing no. D01-0004, prepared by BBA Consultants, project no. 7154024-200000-41, dated July 2, 2025, revision AA, dated July 24, 2025

And as detailed in the following report(s):

1. **Phase II Environmental Site Assessment – Trail Road Switching Station in Ottawa, Ontario**, prepared by Stantec Consulting Ltd, dated December 18, 2025.
2. **Acoustic Assessment Report – Evolgen Trail Road Battery Energy Storage Project**, prepared by Stantec Consulting Ltd, dated September 30, 2025.
3. **Trail Road BESS Station and Transmission Line Tree Conservation Report**, prepared by Hatch, dated October 30, 2025.

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

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an

amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement 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, or complete the conditions to be satisfied prior to the signing of this Agreement within three (3) years of Site Plan approval, the approval shall lapse.

2. Phasing

The Owner acknowledges and agrees that the proposed development will be approved, registered and constructed in two phases. The Owner acknowledges and agrees that this Site Plan Approval is subject to the Owner entering into an agreement for Phase 1 and an Amending Site Plan Agreement for Phase 2. Phase 1 shall generally be site works including construction of the entrance and main access road, initial cut and fill and site grading, dry hydrant system and water reservoir installation, BESS foundations, BESS installation, cables and wiring, substation foundations, structural steel and major equipment installation, and substation electrical works. Phase 2 includes final site grading construction of the secondary access, completion of the stormwater management system, final landscaping and re-vegetation, and final commissioning/energization of the Battery Energy Storage System units.

3. Update to Plans and Studies – Phase 1, Limited Commence Work

The Owner acknowledges and agrees, prior to registration of this Agreement or issuance of a Phase 1, Limited Commence Work Notification, to update the following plans and reports:

- Stormwater Management Plan [report]
- Emergency Response Plan
- Hazard Mitigation Analysis
- Hatch – Air Dispersion Analysis
- Site Plan
- The preliminary drawing set

Updates to the above plans and reports must address the comments from the formal review letter dated February 24, 2026, and the following to the satisfaction of the General Manager, Planning, Development and Building Services Department.

- Site Plan to be updated to show tentative location of the secondary access with a note stating exact location to be confirmed.

- The preliminary drawing set to be updated with a stamp or note stating the plan is subject to change upon confirmation of final designs.

The Owner further acknowledges and agrees that the submission may necessitate changes to the plans and reports approved herein. 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 Phase 1 Agreement or the issuance of a Commence Work Notification.

4. **Update to Plans and Studies – Phase 2, Complete Commence Work**

The Owner acknowledges and agrees, prior to registration of this Agreement or issuance of a Phase 2, Complete Commence Work Notification, to update the following plans and reports:

- Stormwater Management Plan [report]
- Environmental Impact Study
- Site Plan
- Landscape Plan
- Erosion and Sediment Control Plan
- Grading and Drainage Plan
- Emergency Response Plan
- Hazard Mitigation Analysis
- Hatch – Air Dispersion Analysis
- The drawing set

Updates to the above plans and reports must address the comments from the formal review letter dated February 24, 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. 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 Phase 2 Amending Agreement or the issuance of a Commence Work Notification.

5. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for the site. Water supplies may be provided from automatic fire pumps, pressure tanks or gravity tanks.

6. **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.

7. **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.

Special Conditions

Right-of-Way

8. Private Services / Public Services

The Owner acknowledges and agrees that the 4.5 km 230 kV Transmission line (T-line) on Moodie Drive from 4221 Moodie Drive to 3478 Moodie Drive is considered private servicing. The Owner further acknowledges and agrees that the culvert under William McEwen Drive at the east side of the road that is intersected by the Thomas Baxter Drain is also private servicing. The Owner shall be wholly responsible for the operation and maintenance of these systems, at the Owner's sole expense.

A notice-on-title respecting the private servicing as contained in condition 8 hereinafter, shall be registered on title to the subject lands, at the Owner's expense, and the following warning clause shall be included in all agreements of purchase and sale.

9. Notice on Title - Private Services

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 himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the T-line systems along Moodie Drive extending to and crossing under Trail Road are private servicing, including any guardrail culvert requirements; and the Owner shall be wholly responsible for the operation and maintenance of these systems, at the Owner's sole expense."

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that that the crossing culvert under William McEwen Drive at the east side of the road that is intersected by the Thomas Baxter Drain are private and that the Owner shall be wholly responsible for the operation and maintenance of these systems at the Owner's sole expense."

"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."

10. License of Occupation – William McEwen Drive

The Owner acknowledges and agrees to enter into a permanent License of Occupation Agreement to permit the placement of a culvert/s to be constructed within the City's William McEwen Drive right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

11. **License of Occupation – Moodie Drive**

The Owner acknowledges and agrees to enter into a permanent License of Occupation Agreement to permit the placement of application-specific electricity transmission poles, and wiring, to be constructed within the City's Moodie Drive right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City's Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

Fire Services

12. **NFPA 855 Guidelines**

The Owner acknowledges and agrees to provide a letter signed and sealed by a professional engineer to the satisfaction of the Fire Chief – Emergency and Protective Services Department confirming design in accordance with NFPA 855 guidelines prior to the issuance of the Phase 1, limited commence work notification.

The Owner further acknowledges and agrees to provide a signed and sealed compliance report to the satisfaction of the Fire Chief – Emergency and Protective Services Department confirming the installation meets NFPA 855 guidelines prior to operation.

As a part of NFPA 855 compliance, the Owner acknowledges and agrees to providing minimum of one annual training to Ottawa Fire Service Fire Crews, and the full cost of the annual training will be borne by the Owner.

13. **Emergency Response Training**

The Owner acknowledges and agrees to provide three phases of emergency response training to Ottawa Fire Services Fire Crews all costs of which will be borne by the Owner.

The Owner acknowledges and agrees that Phase 1 training will include an initial Emergence Response Safety Briefing for Ottawa Fire Service Fire Crews, to the satisfaction of the Fire Chief – Emergency and Protective Services Department prior to the issuance of the Phase 1, Limited Commence Work Notification. The safety briefing shall include BESS safety, site familiarity including layout, access, features,

and limitations, and any additional items deemed appropriate by the Fire Chief – Emergency and Protective Services Department.

The Owner acknowledges and agrees that Phase 2 training will include a comprehensive Emergency Response Training for Ottawa Fire Services Fire Crews, to the satisfaction of the Fire Chief – Emergency and Protection Services Department prior to the final commission/energization of the BESS facilities. The comprehensive training shall include a safety overview, site operation of remote hydrant system, full scale scenario training with water flow, command post, Subject Matter Expert interaction, evacuation plan review, and automatic and manual drain valve shutdowns, and any additional items deemed appropriate by the Fire Chief – Emergency and Protective Services Department.

The Owner further acknowledges and agrees that the cost of the training will be borne by the Owner.

The Owner acknowledges and agrees that Phase 3 training will include on-going annual trainings for Ottawa Fire Services Fire Crews, to the satisfaction of the Fire Chief – Emergency and Protection Services Department.

14. **Fire Safety Plan**

The Owner acknowledges and agrees to provide a Fire Safety Plan to the satisfaction of the Fire Chief – Emergency and Protective Services Department prior to commencement of operations. The Owner further acknowledges and agrees to provide yearly maintenance logs to the Fire Chief – Emergency and Protective Services Department in accordance with the recommendations of the Fire Safety Plan. The Owner acknowledges and agrees that the cost of the plan will be borne by the Owner.

15. **Draft Water Supply**

The Owner acknowledges and agrees a draft water supply as per the Site Plan and Site Plan Details, including remote hydrant system, shall be installed and tested to ensure compliance with Ottawa Fire Services to the satisfaction of Fire Chief – Emergency and Protective Services Department. The Owner further acknowledges and agrees that the cost of the draft water supply will be borne by the Owner.

The Owner acknowledges and agrees to provide the proposed draft water supply tank on site, prior to the installation of any batteries to the satisfaction of Fire Chief – Emergency and Protective Services Department.

The Owner further acknowledges and agrees that Ottawa Fire Services will test and approve the performance of the complete draft water supply installation prior to the energization of any batteries on site.

16. **Baseline Testing**

The Owner acknowledges and agrees to provide a baseline sampling plan for obtaining measurements of on-site sampling and representative community

sampling for air, soil, and water quality to the satisfaction of Ottawa Fire Services and Planning, Development and Building Services. Upon receipt of approval for the plan from Planning, Development and Building Services, the Owner acknowledges and agrees to implement the plan and provide reports detailing the results of the baseline sampling to Ottawa Fire Services and Planning, Development and Building Services to the satisfaction of Planning, Development and Building Services. A report for on-site baseline sampling must be accepted by Planning, Development and Building Services prior to the issuance of the Phase 1, Limited Commence Work Notification. A report for representative community sampling must be accepted by Planning, Development and Building Services prior to the issuance of the Phase 2, Complete Commence Work Notification.

17. **Fire Alarm Sequence of Operation**

The Owner acknowledges and agrees to provide a Fire Alarm Sequence of Operation to the satisfaction of the Fire Chief – Emergency and Protective Services Department prior to the issuance of a Phase 2, Complete Commence Work Notification.

18. **Fire Alarm Specifications and Fire Life Safety Systems Monitoring**

The Owner acknowledges and agrees that the installed fire alarm is ULC monitored. The Owner further acknowledges and agrees that integrated testing in accordance with CAN/ULC-S1001 on the Fire Life Safety Systems shall be conducted, including yearly and a five-year test, as well as any ongoing maintenance as required by the manufacturer of the alarm and/or the Ontario Fire Code. The Owner acknowledges and agrees that monitoring and maintenance shall be conducted to the satisfaction of the Fire Chief – Emergency and Protective Services Department, and that yearly reporting shall be issued to Ottawa Fire Services for their review.

19. **Commencement of Operations**

The Owner acknowledges and agrees to provide notice to Ottawa Fire Services' Fire Protection Engineer, the ward Councillor, and the General Manager of Planning, Development and Building Services prior to the commencement of operation.

Access

20. **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.

Noise

21. **Noise Control Attenuation Measures**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Trail Road Initial Noise Control Options, 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 professional engineer that the Owner has complied with all recommendations and provisions of the Trail Road Initial Noise Control Options, prior to operation, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

ENGINEERING

Geotechnical Engineering and Soils

22. Slope Stability

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed embankments have been constructed in accordance with the approved Slope Stability Analysis.

23. 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 and Design (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

24. Hydrogeological and 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, Planning, Development and Building Services. Written authorization, in the form of a Commence Work Notification, will be required prior to any site works [relying on the hydrogeological and terrain analysis report prepared] and all comments on the reporting are to be addressed to the sole satisfaction of the City with respect to the following unresolved issues:

- Minimum investigation requirements for stormwater management facilities; and
- Assessment of groundwater elevations and input on stormwater management facilities; and
- Incorporation of policies and recommendations of Mud Creek Subwatershed Study.

25. **Quality and Quantity of Groundwater**

The Owner acknowledges being advised that the City of Ottawa does not guarantee the quality nor the quantity of groundwater. The Owner further acknowledges being advised that if, at some future date the quality and/or the quantity of the groundwater becomes deficient, the City 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.

Civil Engineering

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

The Owner shall, within six (6) months of signing this Agreement or prior to operation, whichever comes first, develop and implement a spill contingency and pollution prevention plan. That 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 maintenance holes, drainage patterns (including direction of flow in storm sewers, ditches, and culverts), and receiving water course(s) 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 personnel attending the site. The Owner further covenants and agrees that it will make available, for inspection and copying by the General Manager, Planning, Development and Building Services and the General Manager, Infrastructure and Water Services, the spill contingency and pollution prevention plan.

27. Re-Grading and Maintenance of Ditch

The Owner acknowledges and agrees it shall be responsible for various grading and maintenance measures along William McEwen Drive, for the duration of the construction and to leave the ditch in good condition to thereafter be maintained by the City, including the following:

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

28. 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 in effect for each commence work notice, 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.

29. **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 Stormwater Management Plan [report], referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity, provided that this obligation can be satisfied by the Owner if it presents to the City, prior to decommissioning its BESS facilities, a stormwater management plan acceptable to the City and that contains stormwater drainage that is materially consistent with the pre-development drainage flow. The Owner shall keep all records of inspection and maintenance in perpetuity, unless the Owner has delivered the above-referenced revised stormwater management plan, in which case, it may stop keeping records upon decommissioning of the BESS facilities, and shall provide said records to the City upon request.

30. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that, prior to operation, a letter shall be prepared, by a qualified Ontario Building Code professional, currently licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services, confirming the plans submitted for the Phase 2, Full Commence Work Notification have incorporated any and all fire-fighting requirements to achieve necessary fire-fighting design.

Private Systems

31. **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, until the project is decommissioned. 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.

32. **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 [ditches] until such time as the address has received Municipal Drain approval.

In the meantime, the application shall provide the 350-year frequency event of storage on site

Site Lighting

33. Site Lighting Certificate

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to operation, 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

Planning and Design

34. 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.

Waste Collections

35. Waste Collection

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City, and 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.

Environment

36. Species At Risk

The owner acknowledges and agrees that the Environmental Impact Study identifies regulated species at risk have been identified on site and that the owner is to satisfy the Ontario Ministry of Environment, Conservation and Parks (MECP). The owner shall obtain any approvals required under the Endangered Species Act (ESA) or subsequent legislation that are identified by the MECP. The Owner agrees that the MECP approval shall be obtained prior to commencing work, early servicing and/or registration of site plan. Proof of compliance shall be provided to the General Manager, Planning, Development and Building Services prior to commencement of each phase of work or registration and be kept on-site.

Parks

37. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 1,262 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)	6.31 ha (based on zoned BESS area)	
Development Type	Calculation	Conveyance Requirement (m²)
Commercial	2% of Gross Land Area	1,262 m ²
Total Conveyance Requirement		1,262 m ²

38. Cash-In-Lieu of Conveyance of Parkland

- a) Prior to issuance of a Commence Work Notification 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 21 funds (Account 830310).
- b) Prior to issuance of a Commence Work Notification, the Owner shall pay the parkland appraisal fee of \$880.00 plus H.S.T. of \$114.40, as referenced in Schedule “B” herein.

All of the above shall be to the satisfaction of the General Manager, Planning, Development Building Services.

CONVEYANCES TO CITY

39. **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 William McEwen frontage of the lands, measuring 6 metres from 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.

AGENCIES

RVCA

40. **Rideau Valley Conservation Authority**

The Owner acknowledges and agrees to obtain any required approvals and/or permits from the Rideau Valley Conservation Authority prior to the commencement of site works. The Owner acknowledges and agrees to file copies of such approvals and/or permits with the General Manager, Planning, Development and Building Services.

8 May 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: D07-12-25-0067

SITE LOCATION

4186 William McEwen Drive, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located on the west side of William McEwen Drive, approximately 900 metres north of the William McEwen Drive and Brophy Drive intersection. It is approximately 21 hectares and was previously developed with a detached dwelling and a number of associated accessory structures located towards the front of the site. The front portion includes a clearing that appears to have been recently used for crop cultivation. The remainder of portion of the site remains largely treed and includes non-provincially significant wetlands, and a watercourse known as the Thomas Baxter drain, that crosses the property perpendicularly from the northern to the southern lot line.

The surrounding properties are mainly large lots, and include a mix of agricultural, rural residential, and general rural uses. Across William McEwen Drive to the east is the Highway 416 corridor.

The application proposes establish a Battery Energy Storage System (BESS) located within a 6.31-hectare footprint towards to the rear of the site, over 600 metres from the front lot line. The main components of the BESS facilities will include the BESS units, the associated substation, and the initial portion of the associated transmission line. The development also proposes a control building for the BESS facilities, a permanent stormwater management pond, and staging areas for emergency services. The existing detached dwelling is to be used temporarily as an office during construction and does not have a future use beyond the construction period. A 6.5 metre noise wall is proposed around the substation area's main power transformers to ensure compliance with the Ministry of Environment, Conservation and Parks noise limits for Class 3 Areas. The site is also proposed to feature a geomembrane covering the footprint of the development as a mitigation measure against potential contamination.

An eight-metre-wide access road is proposed parallel to the northern side lot line providing connection from William McEwen Drive to the main BESS facilities towards the rear of the property. The site will further include driving aisles around the entirety of the BESS facility footprint, and a secondary access allowing an additional connection from the facility footprint to the main access road in case of emergency.

The development period will occur in two construction phases. The first phase is

proposed to include the construction of the entrance and main access road, initial cut and fill and site grading, dry hydrant system and water reservoir installation, BESS foundations, installation, cables and wiring, substation foundations, structural steel and major equipment installation, and substation electrical works. Phase 2 includes final site grading construction of the secondary access, completion of the stormwater management system, final landscaping and re-vegetation, and final commissioning/energization of the Battery Energy Storage System units.

It should be noted that the proposal does not include the use of any private servicing for water and wastewater. The private servicing on-site is limited to stormwater management, and water for fire protection. The proposed stormwater management was designed to achieve the requirements for quality (80 percent removal of suspended solids) and quantity (100-year post development peak flow rates do not exceed the 2-year pre-development flow values). The design incorporates a permanent pond, a pump system, and a buried pipe connected to the Thomas Baxter Drain (Dynes Branch) located on the east side of William McEwen Drive. Pumped stormwater will travel through the buried pipe, then underneath William McEwen Drive through the proposed cross culvert to reach the Municipal Drain.

Related Applications

The following application is related to this proposed development:

- Zoning By-law Amendment Application - D02-02-25-0030

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal is in conformity with Zoning
- The proposal is in conformity with the Official Plan
- The conditions for Site Approval are to ensure the development occurs pursuant to the approved plans and reports. This includes the requirement for obtaining necessary permissions and permits to ensure the natural features on-site have been adequately addresses and impacts are mitigated. Further conditions have been included to require additional information, plans, training, testing, and site safety design components to assist with the mitigation of any hazards associated with the proposed BESS use.
- The approved site design for the development of a Battery Energy Storage System will represent good planning.

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 David Brown was aware of the application related to this report.

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.

Technical Agency/Public Body Comments

Summary of Comments – Technical

RVCA

The RVCA provided several comments pertaining to flood and erosion management associated with the proposed watercourse crossing and the stormwater management design.

Hydro One

Hydro One provided comments related to grading and drainage, access Hydro One facilities, and Hydro One's easement rights.

Response to Comments – Technical

RVCA

Staff received and reviewed the comments provided by RVCA and have included a condition of approval requiring the Owner to obtain any required approvals or permits from the RVCA prior to the commencement of site works.

Hydro One

Staff received and reviewed Hydro One's Comments and understand that the Owner is working closely with Hydro One as proposed development will connect with their infrastructure. Staff highlight that the Owner will need permission and approval from Hydro One to achieve this connection.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS




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

complexity of issues related to stormwater management, fire prevention measures, and inclusion of secondary access. The Council approved timeline **has not been met.**

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Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-25-0067	25-1528-H	 4186 prom. William McEwen Dr.	
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REVISION / RÉVISION - 2025 / 11 / 26		 <small>NOT TO SCALE</small>	