



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

Site Location: 100 Nipissing Court

File No.: D07-12-25-0152

Date of Application: November 20, 2025

This SITE PLAN CONTROL application submitted by Novatech, on behalf of Zena Investment Corporation, is APPROVED upon resolution of the conditions stated in this report.

And the following plans are approved:

1. **Elevations**, Drawing A4.0, prepared by Lawrence Architects, dated 2025.05.05, revision 5 dated 2026.01.08

And the following reports are approved:

1. **Geotechnical Investigation Proposed Commercial Development 100 Nipissing Court Ottawa Ontario**, prepared by Paterson Group, dated November 10 2025
2. **Phase I – Environmental Site Assessment 100 Nipissing Court Ottawa Ontario**, prepared by Paterson Group, dated August 26, 2025
3. **Myers Automotive Body Shop 100 Nipissing Court Servicing and Stormwater Management Report**, prepared by Novatech, dated November 14, 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 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 or issuance of a conditional building permit, to update the list of required plans and studies listed below to address the comments from the formal review letter dated March 4, 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.

1. **Landscape Plan**, Drawing L1, prepared by GJA Inc., dated 2025 09 29, revision 2 dated 2026 01 08
2. **Tree Compensation Plan**, Drawing No. 124176-TCR, prepared by Novatech, dated Nov 14/25
3. **General Plan of Services**, Drawing 124176-GP, prepared by Novatech, dated Nov 14/25, revision 2 dated Jan 08/26
4. **Site Plan General Notes**, Drawing A1.0, prepared by Lawrence Architect, dated 2025.05.22, revision 15 dated 2026/01.08
5. **Grading and Erosion & Sediment Control Plan**, Drawing 124176-GR, prepared by Novatech, dated Nov 14/25, revision 2 dated Jan 08/26
6. **Stormwater Management Plan**, Drawing No. 124176-SWM, prepared by Novatech, dated Nov 14/25, revision 2 dated Jan 08/26

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. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

8. 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.

9. Development Charges

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

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.

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. Geotechnical Investigation

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

13. Groundwater Management

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law No. 2025-94, as amended.

14. 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.

15. 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.

16. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Servicing and Stormwater Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

17. Water Demand for Fire Fighting

The Owner acknowledges and agrees that the City's boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

18. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

19. Water Plant

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

20. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been

installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Development and Building Services.

21. 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.

22. Environmental Compliance Approval (ECA)

The Owner acknowledges and agrees, prior to issuance of a Commence Work Notification or issuance of a conditional building permit, to obtain an Environmental Compliance Approval from the Ministry of Environment, Conservation, and Parks 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 the issuance of a Commence Work Notification or issuance of a conditional building permit.

23. Waste Collection

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste

collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

24. Kanata West Owner's Group

Prior to the execution of this Site Plan Agreement, or issuance of a Commence Work Notification or Building Permit, the Owner agrees to provide the City with a clearance letter from the Trustee of the Kanata West Owners Group confirming that the Owner is party to the Kanata West Owners Group and that Cost Sharing Agreements (if applicable) and all of the obligations, financial and otherwise, of the landowner(s) of this site plan have been fulfilled pursuant to the Landowners Agreement.

CONVEYANCES TO CITY

25. 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, an unencumbered corner sight triangle measuring 9 metres x 3 metres at the intersection of Campeau Drive and Nipissing Court, with the 9 metre dimension measured along Campeau Drive. The exact location and area of the corner sight triangle 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.

April 9, 2026

Sean Moore, MCIP RPP



Manager, Development Review West,
Planning, Development and Building
Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-25-0152

SITE LOCATION

100 Nipissing Court, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site is located at the southwest corner of Campeau Drive and Nipissing Court, within the Kanata West Business Park. Surrounding land uses are industrial and commercial in nature, with vacant lands to the north. Further west of the site are mineral aggregate operations, located at 2448 Carp Road and 421 Huntmar Drive.
- The proposed development is a two-storey automobile body shop with a gross floor area of 1,981 square metres, with an outdoor storage yard and surface parking lot. Landscape buffers are proposed to be provided within the north and northeast of the site, and perimeter fencing is proposed around the majority of the site. A total of 88 surface vehicle parking spaces, including four electric vehicle (EV) stations, and 2 bicycle parking spaces are proposed. Two vehicular accesses are proposed along Campeau Drive, with an additional access proposed from Nipissing Court, controlled by a sliding gate.
- The surface parking is proposed within the north, east, and west perimeter of the site, with the storage yard located within the south portion of the site. Landscape buffers are provided along the north, west, and northeast boundary of the site, with tree planting proposed along the north, northeast, and northwest property lines.

Related Applications

D07-07-25-0012 – Lifting of a Holding Symbol

DECISION AND RATIONALE

This application is approved for the following reasons:

- Within the City's Official Plan, the subject lands are located within the Suburban Transect as per Schedule A and are designated Industrial and Logistics as per Schedule B5. Auto service and body shops are permitted uses within the

Industrial and Logistics designation, pursuant to Policy 2 of Section 6.4.1 of the Official Plan.

- The subject lands are located within the area subject to Area-Specific Policy 2 – Kanata West as per Annex 5 of the Official Plan. The site is also subject to the Kanata West Concept Plan. Within the Kanata West Concept Plan, the subject lands are dedicated as Prestige Business Park. The direction for the Prestige Business Park includes low profile building form and generous landscaping.
- The proposal is in conformity with zoning by-law 2008-250. The subject site is zoned IP13[2166]. The proposed automobile body shop and outdoor storage yard are permitted uses within the IP13 [2166] zone.
 - A holding symbol was lifted through application D07-07-25-0012. The holding symbol was established to ensure that future development would not adversely impact the nearby quarries located at 2448 Carp Road and 421 Huntmar Drive, with the condition that a noise and vibration study be received by the City to demonstrate no impacts. The property owner provided a noise and vibration opinion letter indicating that the proposed land use is not sensitive to either noise or vibration, and accordingly, would have no impact on the nearby quarries. As such, the condition of the holding symbol was satisfied, and the holding symbol was lifted accordingly.
- Conditions of approval have been included to ensure the proposed development conforms with City policies and guidelines.
- The proposed site design represents good planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, was previously satisfied through the related plan of subdivision approval.

CONSULTATION DETAILS

Councillor's Comments

Councillor Cathy Curry was aware of the application related to this report

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

The applicant has been provided with comments from the Mississippi Valley Conservation Authority, TELUS, Bell Canada, Enbridge, and Hydro Ottawa. Comments

will be required to be addressed with each Technical Agency, as applicable.

Advisory Committee Comments

Summary of Comments – Advisory Committees

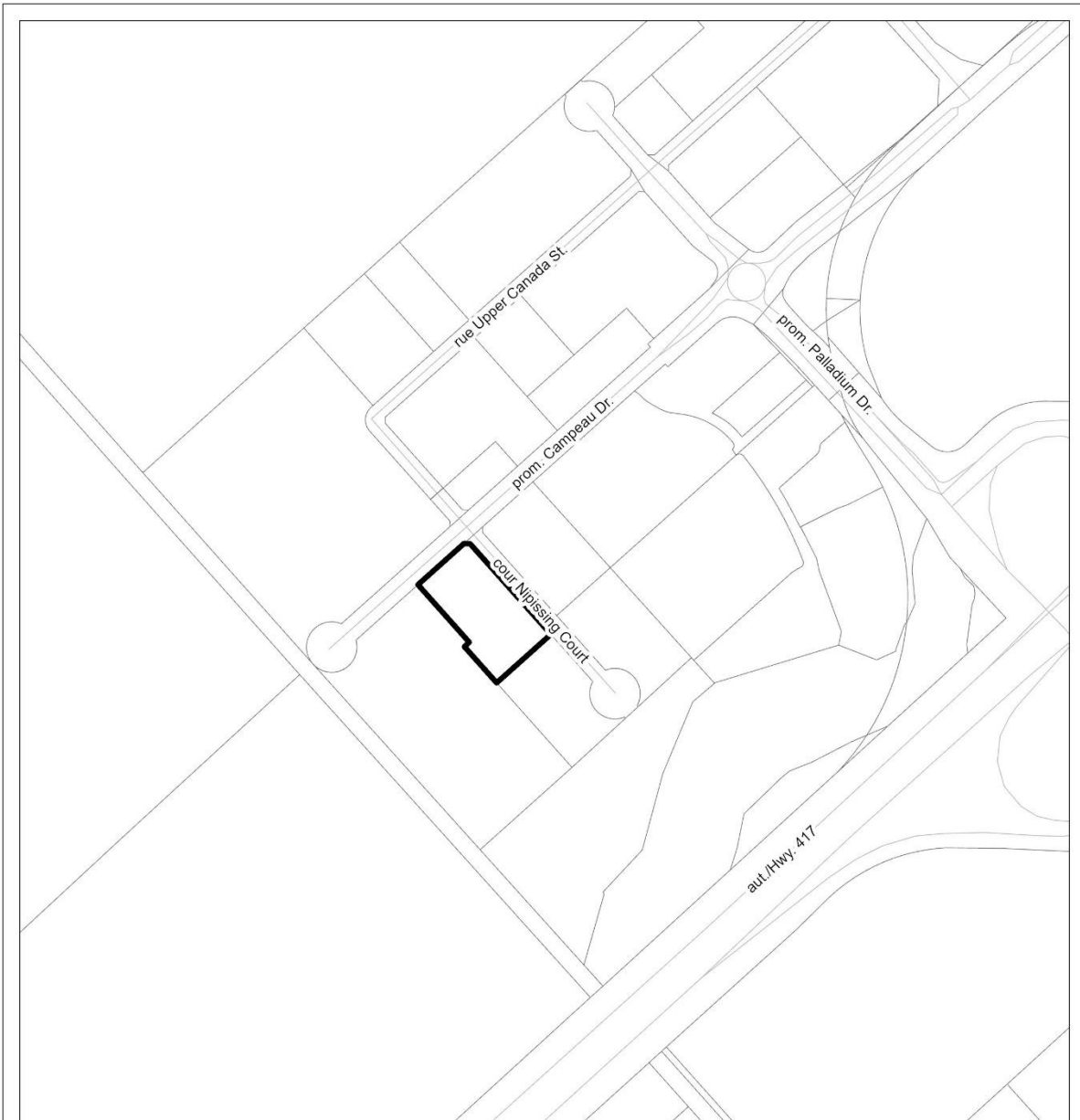
The applicant has been provided with the comments received from the Accessibility Advisory Committee on this application.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date, due to the complexity of issues associated with confirming the conditions of approval. The Council approved timeline **has not been met.**

Contact: Amanda Davidson Tel: 613-580-2424, ext. 32524 or e-mail: amanda.davidson@ottawa.ca

Document 1 – Location Map



D07-12-25-0152

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REVISION / RÉVISION - 2025 / 12 / 09

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



100 cour Nipissing Court

