



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 3555 Borrisokane Road

File No.: D07-12-22-0085

Date of Application: May 20, 2022

This SITE PLAN CONTROL application submitted by LRL Associates Ltd., on behalf of the Ottawa Korean Community Church, is APPROVED as shown on the following plan(s):

1. **General Notes**, C001, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
2. **Erosion and Sediment Control Plan**, C101, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
3. **Site Development Plan**, C201, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
4. **Grading and Drainage Plan**, C301, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
5. **Site Servicing Plan**, C401, prepared by LRL Engineering, project #210691, dated January 2022, revision #7, dated July 07, 2023.
6. **Car Wash Wastewater Treatment & Reclamation System**, C402, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, July 07, 2023
7. **Stormwater Management Plan**, C601, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
8. **Pre-Development Watershed Plan**, C701, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
9. **Post-Development Watershed Plan**, C702, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.

10. **Sanitary Drainage Area**, C703, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
11. **Construction Detail Plan**, C901, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
12. **Construction Detail Plan**, C902, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
13. **Construction Detail Plan**, C903, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
14. **Construction Detail Plan**, C904, prepared by LRL Engineering, project #210691, dated January 2022, revision #11, dated July 07, 2023.
15. **Tree Conservation Report & Landscape Plan**, L.1, prepared by James B. Lennox & Associates Inc., project #22MIS220, revision #7, dated May 16, 2023.

And as detailed in the following report(s):

1. **Stormwater Management Report and Servicing Brief**, prepared by LRL Engineering, Project #210691, dated April 22, 2022, revision #4, dated July 7, 2023.
2. **Geotechnical Investigation**, prepared by LRL Engineering, Project #210691, dated March 2022.
3. **3555 Borrisokane Road Environmental Impact Study**, prepared by Palmer, Project #2201001, dated March 31, 2023
4. **Environmental Noise Impact Assessment for the Proposed Halo Car Wash Facility at 3555 Borrisokane Road**, prepared by Freefield Ltd., dated March 21, 2023
5. **TIA Strategy Report (Revised)**, prepared by D.J. Halpenny & Associates Ltd., dated September 23, 2022.

And subject to the following General and Special Conditions:

General Conditions

1. **Execution of Agreement Within One Year**

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 and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. **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, Real Estate and Economic Development.

3. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for firefighting 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, Real Estate and Economic Development, 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. **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, Real Estate and Economic 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, Real Estate and Economic Development.

7. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

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, Real Estate and Economic Development, 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior

consent of the General Manager, Planning, Real Estate and Economic Development 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, Real Estate and Economic Development, 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, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

11. **Private Approach Detail**

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances – Uncontrolled Intersections" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2021, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

12. **Private Access**

The Owner acknowledges and agrees that all private access 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.

13. 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 “Environmental Noise Impact Assessment for the Proposed Halo Car Wash Facility at 3555 Borrisokane Road” dated March 21, 2023, referenced in Schedule “E” herein (the “Report”), are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

14. Noise Attenuation Barrier

- a) The Owner agrees to design and erect at no cost to the City a 3.0 m high noise attenuation barrier in accordance with City specifications at the full length of the eastern boundary of the site.
- b) The Owner agrees that any noise attenuation barrier required to be installed under this Agreement, shall be located a minimum of 0.30 metres inside the property line of the private property, and the location of the fence shall be verified by an Ontario Land Surveyor, prior to the release of securities for the noise attenuation barrier.
- c) The Owner agrees that the noise attenuation barrier required to be installed under this Agreement, shall be constructed prior to the implementation of the landscape plan adjacent to the amphibian corridor and release of securities for the noise attenuation barrier.

15. Environmental Impact Statement

The Owner acknowledges and agrees that the construction and management of the site shall be in accordance with the recommendations of the approved Environmental Impact Study (prepared by Palmer, dated March 31, 2023) and that a copy should be kept on-site for building/site management and supervision.

16. Landscape Plan

The Owner agrees to implement the approved landscape plan(s) (Lennox 16 May 2023) and bear all costs and responsibility for the preparation and implementation of the plan(s).

17. 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 Report (the “Report”),

referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development 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, Infrastructure and Economic Development.

18. 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.

19. 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 Report and Servicing Brief, 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.

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, Infrastructure and Economic Development 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. Leak Survey

The Owner acknowledges and agrees that the sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the

Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works, and Environmental Services when such repairs have been completed.

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);
 - (ii) and 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, Infrastructure and Economic Development, 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.

23. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

24. 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.

August 22, 2023

Date



Lily Xu
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0085

SITE LOCATION

The northern portion of 3555 Borrisokane Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject site is part of a larger parcel of land owned by the Ottawa Korean Community Church. The Committee of Adjustment granted severance applications in March 2022 (D08-01-21/B-00541, D08-01-21/B-0052, D08-01-21/B-0053) to facilitate the subdivision of the land into three lots for future development.
- The site measures 5,328 square metres in area and has frontage on Borrisokane Road and Flagstaff Drive. The site abuts Borrisokane Road to the west, vacant Light Industrial zoned lands to the south, and Flagstaff Drive to the north, and an Environmental Protection Zone for a re-aligned watercourse to the east.
- The applicant proposes to develop the site with a 476 square metre conveyor-style drive-through car wash. The operation includes 3 queuing lanes with self-serve payment kiosks, 18 self-serve vacuum bays, and 3 parking spaces for staff. A private road extending south from Flagstaff Drive provides ingress and egress access to the site.
- Due to operational constraints, including on-site turning movements, it was not feasible to orient the building towards the streets. To screen the vehicle queuing lanes from the public streets, the site design includes soft landscaping consisting of trees, shrubs, and ornamental grass along the Borrisokane Road and Flagstaff Drive frontages.
- A 3.0-metre-high noise barrier will be constructed along the full length of the eastern property line as recommended by the Environmental Noise Impact Assessment. The noise barrier and vegetative planting along mitigate noise and light impacts on the adjacent watercourse corridor.
- The building will be finished in a pre-finished panel consisting of vertical, corrugated, galvanized metal; brushed aluminum; and aluminum composite material finished in the Halo Car Wash corporate colours.

Related Applications

The following applications are related to this proposed development:

- Consent for Severance – D08-01-21/B-00541, D08-01-21/B-0052, D08-01-21/B-0053
- Minor Variance – D08-02-22/A-00164
- Consent for Grants of Easements/Right-of-Way – D08-01-23/B-0006, D08-01-23/B-0007

DECISION AND RATIONALE

This application is approved for the following reasons:

- The Official Plan designates the site Neighbourhood in the Suburban (Southwest) Transect. The Official Plan permits non-residential, and service uses in this designation provided that the use and site design are compatible with nearby residential uses. The site is located on the western periphery of the residential community. Adjacent land uses, including vacant light industrial and commercial lands to the north and south, and the watercourse corridor to the east provide a buffer between the proposed carwash and residential development.
- The Barrhaven South Community Design Plan identifies the site as an Employment Area, where it permits an industrial, automotive, office and retail uses to serve the interests of Barrhaven South.
- The subject lands are zoned Light Industrial (IL), Urban Exception 304. The Zoning By-law permits a carwash subject to a maximum gross floor area (GFA) of 300 square metres. The Committee of Adjustment granted a minor variance to permit an increased GFA of 476 square metres per the definition of GFA in the by-law (D08-02-22/A-00164). The building accommodates Halo Car Wash's prototypical conveyor-type car washing and drying machinery. The applicant designed the building and site to facilitate a continuous flow of traffic to minimize off-site traffic impacts.
- A portion of the property is within the floodplain overlay. The Rideau Valley Conservation Authority (RVCA) confirmed that the flood plain was removed from the RVCA mapping and will subsequently be removed from the City's mapping.
- The proposed development is appropriate for the use of the subject site. The development represents good planning as it conforms with the Official Plan and policy direction for Barrhaven South Community Design Plan.

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 David Hill 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 were public comments received online and staff considered these comments.

Technical Agency/Public Body Comments

Summary of Comments – Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

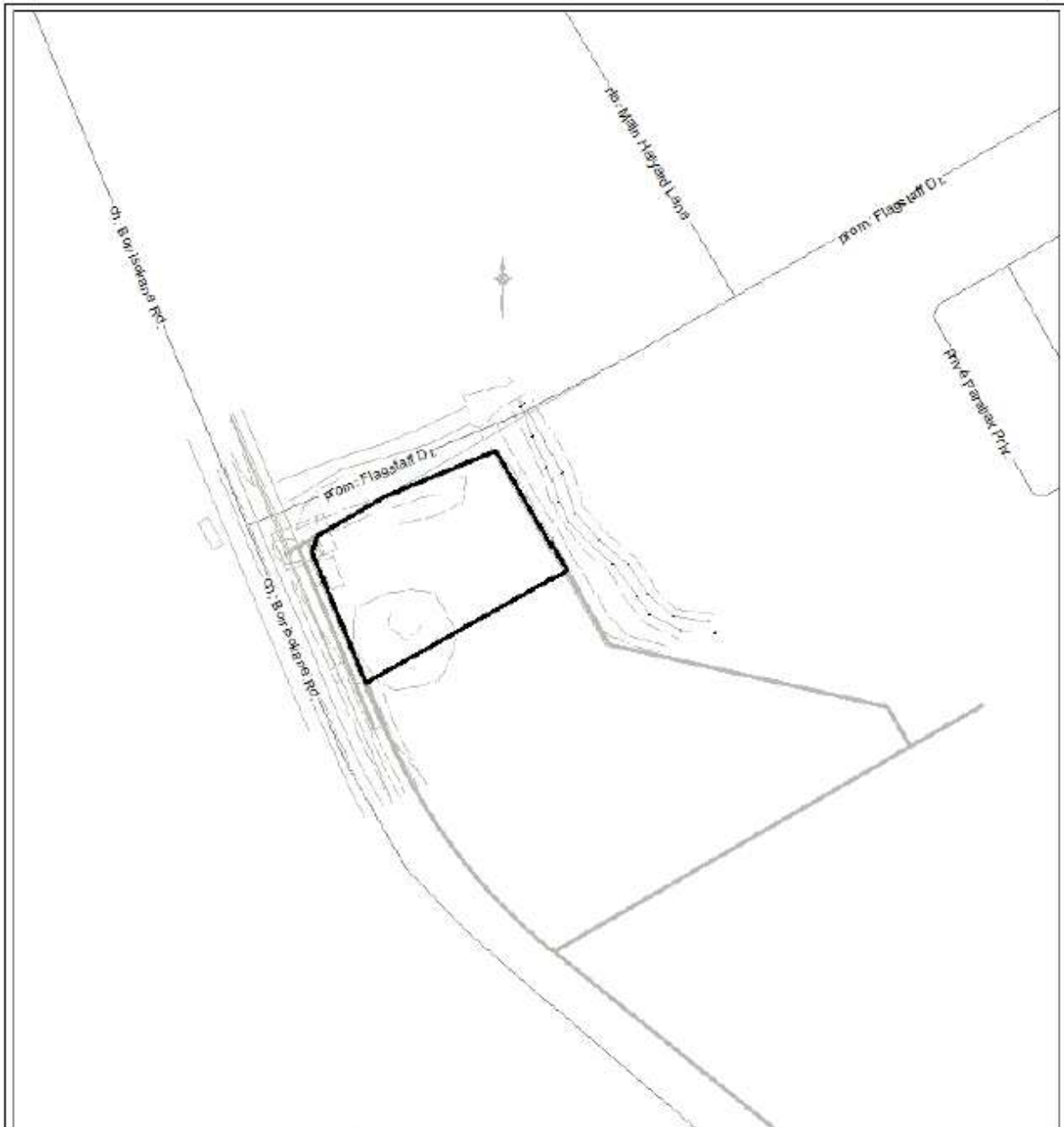
N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the complexity of issues associated with mitigating impacts on the adjacent watercourse corridor.

Contact: Siobhan Kelly Tel: 613-580-2424, ext. 27337 or e-mail:
siobhan.kelly@ottawa.ca

Document 1 – Location Map



	
D07-12-22-0085	Z2-0505-K
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REVISION / RÉVISION - 2021 / 06 / 14	

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

 3555 chemin Borrisokane Road

