



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

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Site Location: 326 and 330 Wilbrod Avenue

File No.: D07-12-22-0049

Date of Application: March 28<sup>th</sup>, 2022

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This SITE PLAN CONTROL application submitted by Jeffrey Kelly of Novatech Engineers, Planners & Landscape Architects, on behalf of 12784220 Canada Inc. (Konson Homes), is APPROVED as shown on the following plan(s):

1. **Site Plan**, A-100, prepared by Rosaline J. Hill Architect Inc., dated 2022-03-25, Revision 7, dated 2023-03-31.
2. **Landscape Plan**, L1, prepared by GJA Inc., dated January 2022, Revision 4, dated March 15, 2023.
3. **North, East, South & West Elevations**, A-201, Rosaline J. Hill Architect Inc., dated 2022-03-25, Revision 5, dated 2022-11-25.
4. **Site Servicing, Erosion and Sediment Control Plan**, C1, prepared by Jp2g Consultants Inc., dated 2022-03-09, Revision 4, dated 2023-03-14.
5. **Grading and Drainage Plan**, C2, prepared by Jp2g Consultants Inc., dated 2022-03-09, Revision 4, dated 2023-03-14.

And as detailed in the following report(s):

1. **Geotechnical Investigation – 326 and 330 Wilbrod Street** – prepared by Paterson Group (Paterson), dated March 2<sup>nd</sup>, 2022.
2. **Site Servicing and Stormwater Management Report – Wilbrod Street Apartment Complex**, prepared by Jp2g Consultants Inc., dated March 9<sup>th</sup>, 2022, Revision 3, dated November 28<sup>th</sup>, 2022.
3. **Phase I – Environmental Site Assessment – 326 & 330 Wilbrod Street, Ottawa, Ontario**, prepared by Paterson Group (Paterson), dated March 11<sup>th</sup>, 2022.

4. **Phase II – Environmental Site Assessment – 326 & 330 Wilbrod Street, Ottawa, Ontario**, prepared by Paterson Group (Paterson), dated March 11<sup>th</sup>, 2022.
5. **Remedial Action Plan – Proposed Residential Building – 326 & 330 Wilbrod Street, Ottawa, Ontario**, prepared by Paterson Group (Paterson), dated June 22<sup>nd</sup>, 2022.
6. **Tree Conservation Report V2.0 – 326-330 Wilbrod**, prepared by Dendron Forestry Services, dated June 28<sup>th</sup>, 2022.

And subject to the following Requirements, Scoped Agreement Conditions, 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.

## **Scoped Site Plan Agreement Conditions:**

### **1. Execution of Agreement within One Year**

The Owner shall enter into this Scoped 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. On-Site Parking – Notice on Title**

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 unit being sold/rented will not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements will need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be

guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, 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.”

**3. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for those elements which are to be located in the City’s right-of-way along Wilbrod Street, as shown on the approved Site Plan and Landscape Plan referenced in Schedule “E” hereto, including all plant and landscaping material (except municipal trees), including pavers. The Maintenance and Liability Agreement shall be registered on title, at the Owner’s expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

**4. Cash in Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

**And Subject to following General and Special Conditions through Letter of Undertaking:**

**GENERAL CONDITIONS**

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

## **SPECIAL CONDITIONS**

### **Parking**

#### **11. Bicycle Parking and Storage**

The Owner acknowledges and agrees to locate 40 bicycle parking spaces in secure storage rooms within the residential use building. The Owner acknowledges and agrees to limit exterior bicycle parking spaces in accordance with the approved Site Plan, referenced in Schedule 'E' attached hereto.

### **Access**

#### **12. Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

### **Civil Engineering**

#### **13. 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" hereto, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate 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, Real Estate and Economic Development.

#### **14. Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

#### **15. Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the applicable approved plans and studies, referenced in Schedule "E" hereto. 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.

#### **16. 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.

#### **17. 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" hereto. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate 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" hereto.

### **Site Lighting**

#### **18. 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, Real Estate 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.

**Planning and Other**

**19. Elevations**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations Plans, referenced in Schedule “E” hereto. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved Elevations Plans shall be filed with the General Manager, Planning, Real Estate and Economic Development and agreed to by both the Owner and the City prior to the implementation of such changes. No amendment to this Agreement shall be required.

**20. Waste Collection**

The Owner acknowledges and agrees that residential cart (and/or container) garbage, recycling, and organic waste collection will be provided by the City from a centralized refuse room or area. The Owner shall provide, at its own expense, adequate storage for the containers and carts and acknowledges it is recommended that they be placed on a concrete floor. The Owner shall provide an adequately constructed driveway for direct access to the garbage/recycling/organic waste storage room or area suitable for garbage/recycle/organic waste collection vehicles. Any additional services (i.e. winching of containers) may result in extra charges.

June 9, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
Andrew McCreight  
Manager, Development Review Central  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-22-0049

### SITE LOCATION

326 and 330 Wilbrod Street, and as shown on **Document 1**.

### SYNOPSIS OF APPLICATION

The subject lands are located on the south side of Wilbrod Street, between Friel Street to the west and Chapel Street to the east. The subject lands are approximately 900 square metres in size with approximately 30 metres of lot frontage along Wilbrod Street and a lot depth of 30 metres. The previous buildings have been demolished to facilitate the redevelopment of the site. The site is currently vacant.

The subject lands are located in the Sandy Hill neighbourhood, in the east downtown core of the City. The Sandy Hill neighbourhood is a predominantly residential area with significant value from a heritage perspective. The neighbourhood is complete with local convenience, transit, parks, mainstreets, cycling infrastructure, and schools, all within a walking distance. The subject lands are within 400 metres of Rideau Street, a Transit Priority Corridor, and approximately 800 metres from the Campus O-Train Station.

The area immediately surrounding the subject lands is characterized by a range of uses and building typologies. To the north, across Wilbrod Street, are low-rise residential uses and the Francojeunesse School. To the east are low-rise residential uses and Sir Wilfrid Laurier Park. Further east is Chapel Street, where an improved cycling connection is planned along this street, between Somerset Street East to the south and Rideau Street to the north. To the south are low-rise residential uses and a mixed-use, mid-rise building located at the northwest corner of the intersection of Friel Street and Laurier Avenue. To the west are more low-rise local convenience and residential uses.

The proposed development is a four-storey (4) apartment building, consisting of 40 dwelling units, 45 bicycle parking spaces and three (3) visitor parking spaces at the rear of the site. The proposed development provides an outdoor communal amenity space at the rear of the site for eight (8) bachelor units, eight (8) one-bedroom units and 24 two-bedroom units. Four (4) bicycle parking spaces are proposed in the front yard for building visitors. The development proposes to add five (5) new trees, including four (4) in the front yard and one (1) in the rear yard.

The proposed development will be connected to municipal services. This Site Plan Control application was filed with a Zoning By-Law Amendment (D02-02-22-0027).



## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The related Zoning By-Law Amendment was approved by Council on April 12<sup>th</sup>, 2023, meaning that the policies of the new Official Plan were reviewed for consistency. The proposed is consistent with the policies of the Official Plan, as approved by the Minister on November 4<sup>th</sup>, 2022.
- The subject property is further subject to the Central and East Downtown Core Secondary Plan. The proposal is consistent with the policies of the Secondary Plan.
- The City of Ottawa's Urban Design Guidelines for Low-Rise Infill Housing were also reviewed for consistency. The proposal is consistent with these guidelines.
- The proposed redevelopment conforms to the approved zoning for the site and the provisions of Zoning By-Law 2008-250, as amended.
- Rationale for conditions:
  - Meet the City's requirements for site servicing.
  - Only visitor parking is provided on-site, so each dwelling unit will not be equipped with a parking space. A notice on title condition stating that on-site parking is not provided has been included to reflect the proposal.
  - To ensure that most of the required bicycle parking spaces are adequately stored within the building.
- The proposed redevelopment represents good land use 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 Plante is aware of the application related to this report and concurs with the proposed conditions of approval.

### **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 Comments**

All technical agency correspondences and requirements (i.e. Hydro, Bell Canada, Enbridge etc.) were forwarded to the applicant during the review of the Site Plan Control application, and the applicant was advised, where applicable, to contact technical agencies directly for additional information and requirements.

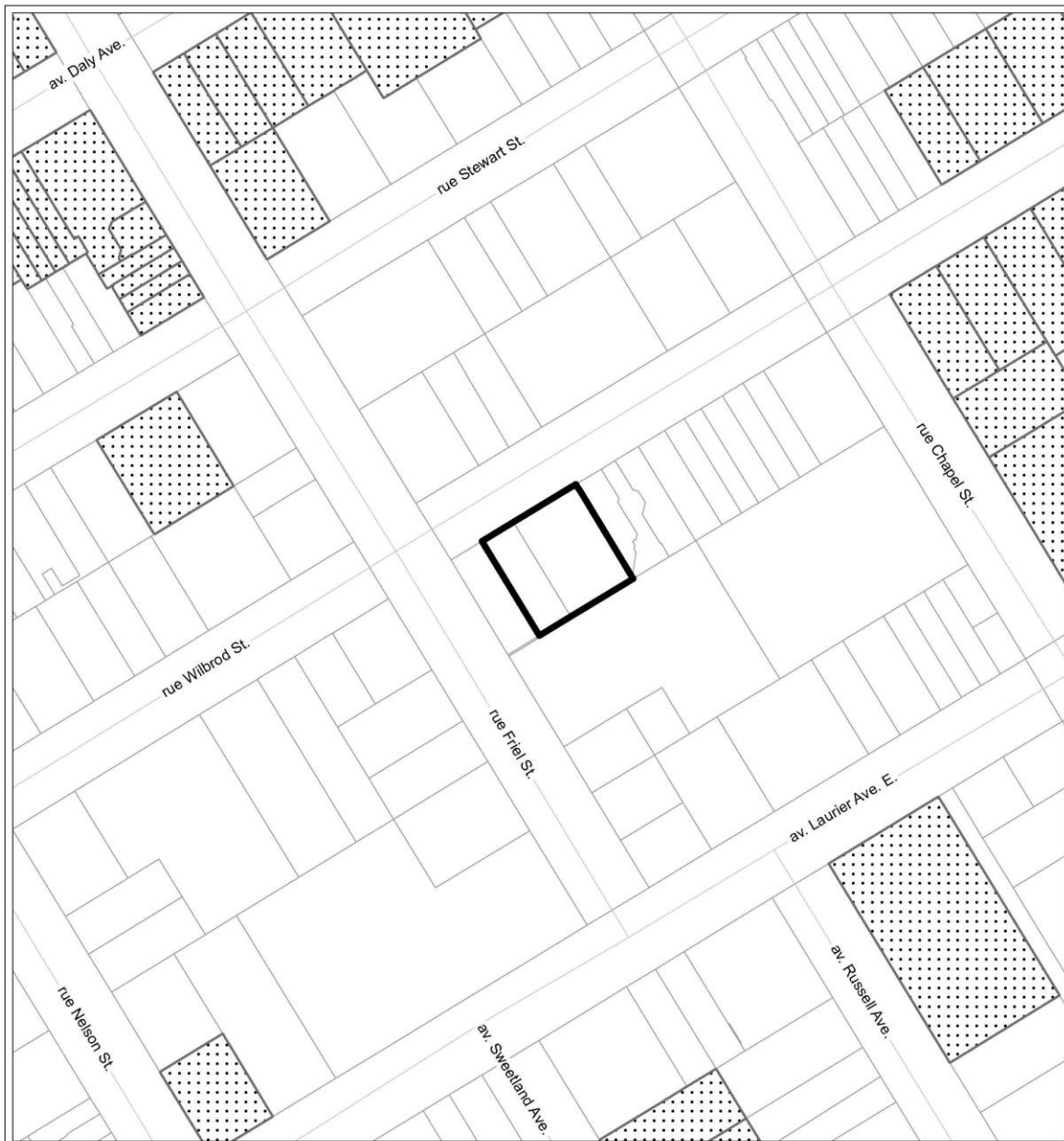
## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date due to the approval of the Zoning By-Law Amendment and the number of reviews required.

**Contact:** Eric Forhan, Development Review Planner, Development Review Central

Tel: 613-580-2424, ext. 21891 or e-mail: [eric.forhan@ottawa.ca](mailto:eric.forhan@ottawa.ca)

# Document 1 – Location Map



		<b>LOCATION MAP / PLAN DE LOCALISATION</b> <b>ZONING KEY PLAN / SCHÉMA DE ZONAGE</b> <b>SITE PLAN / PLAN DE EMPLACEMENT</b>	
D02-02-22-0027	22-0283-X		
D07-12-22-0049			
I:\CO\2022\Zoning\Wilbrod_326_330		 <b>326, 330 rue Wilbrod Street</b>	
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers          All rights reserved. May not be produced without permission.          THIS IS NOT A PLAN OF SURVEY</small>		 Heritage (Section 60) Patrimoine (Article 60)	
<small>©Les données de parcelles appartiennent à Teranet Enterprises Inc. et          à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans          autorisation. C'EST NI EST PAS UN PLAN D'ARPENTAGE</small>		Entire map area is affected by the Mature Neighbourhoods Overlay (section 139) / Tout le secteur de la carte est touché par la Zone sous-jacente de quartiers établis (article 139)	
REVISION / RÉVISION - 2022 / 04 / 04		 <small>NOT TO SCALE</small>	