



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

Site Location: 630 Montreal Road

File No.: D07-12-21-0189

Date of Application: May 11, 2023

This SITE PLAN CONTROL application submitted by Nadia De Santi, WSP, on behalf of MB Groupe & Associates, is APPROVED upon resolution of the conditions stated in this report,

and as detailed in the following report(s):

1. **Environmental Site Assessment Phase I**
2. **Phase Two Environmental Site Assessment**, prepared by ABS, dated 2024-12-18, revised 2025-03-10.
3. **Stormwater Management Report and Servicing Brief**, prepared by LRL Engineering, dated April 19, 2023, revised December 07, 2023

And subject to the following Requirements, 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. **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.

3. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

4. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

5. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

6. **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, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

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.

10. **Update to Plans and Reports**

The Owner acknowledges and agrees, prior to the preparation of the Site Plan Agreement or issuance of a Commence Work Notification, to update the list of required plans and studies listed below to address the comments from the formal review letter dated August 7, 2025, to the satisfaction of the General Manager, Planning, Development and Building Services Department. The Owner further acknowledges and agrees that the submission may result in new conditions of approval and 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. No building permits will be authorized while outstanding issues remain.

- i) Site Plan
- ii) Front Elevation
- iii) Elevation – Lateral Right
- iv) Elevation – Lateral Left
- v) Elevation – Rear
- vi) RE: Conclusion of Noise Impact Assessment for 630 Montreal Road, Ottawa, ON (v01)
- vii) Preliminary Geotechnical Investigation
- viii) Tree Conservation Report
- ix) Landscape Plan
- x) General Notes
- xi) Erosion and Sediment Control Plan
- xii) Grading and Drainage Plan
- xiii) Servicing Plan
- xiv) Stormwater Management Plan
- xv) Pre-Development Watershed Plan
- xvi) Post-Development Watershed Plan
- xvii) Construction Detail Plan

11. **Demolition Permit**

The Owner acknowledges and agrees to obtain a Demolition Permit for the dwelling/building currently located on the property, and to remove said dwelling/building. A Demolition Permit shall not be issued prior to the payment of any applicable fees and securities, and any other requirements specified below to the satisfaction of the General Manager, Planning, Development and Building Services.

The Owner acknowledges and agrees that, in the event that there is a dwelling/building on the site that is being removed and if a building permit is not issued by August 22, 2026, landscaping shall be implemented across the entire property. The landscaping includes, but is not limited to, the removal of any asphalt, gravel, etc. (including access driveways), the installation of soft landscaping and/or other plant materials, as well as the installation of a fence along the perimeter of the property. These works shall be implemented to the satisfaction of the General Manager, Planning, Development and Building Services.

Special Conditions

12. 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.

13. Noise Control Attenuation Measures

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Noise Impact Assessment, referenced in Schedule "E" of this Agreement, as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential

Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;

- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria. A letter shall be prepared by a qualified professional and provided to the General Manager, Planning, Development and Building Services confirming the plans submitted for building permit issuance have incorporated any and all mitigation measures to achieve the required indoor sound levels;
- (d) upon completion of the development and prior to occupancy and/or final building inspection, a professional engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, shall be retained to visit the lands, inspect the installed noise control measures and satisfy themselves that the installed recommended interior noise control measures comply with the measures in the Noise Impact Assessment Study referenced in Schedule "E" hereto. The professional engineer shall prepare, sign and stamp a letter to the General Manager, Planning, Development and Building Services (the "Certification Letter") stating that they certify acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Development and Building Services.

14. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type A – Increasing Roadway Traffic

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that noise levels due to increasing roadway may be of concern, occasionally interfering with some activities of the dwelling occupants as the outdoor sound level exceeds the City of Ottawa's and the Ministry of the Environment, Conservation and Parks' noise criteria."

Type D – Central Air Conditioning

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“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.”

15. **Stationary Noise Study**

Prior to Building Permit, The Owner acknowledges and agrees to submit to the General Manager, Planning, Development and Building Services, a Stationary Noise Study to assess potential noise impacts from stationary noises.

16. **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 Preliminary 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.

17. **Geotechnical – Encroachments**

The Owner acknowledges and agrees that the Preliminary Geotechnical Investigation has recommended a method of shoring that may encroach onto the adjacent property or onto the City’s Montreal Road and or Borthwick Avenue right-of way. The Owner acknowledges and agrees that it shall be required to obtain the approval of the adjacent property owner and/or receive municipal consent for any Works within the said Road, prior to the installation of any encroachments. The Owner acknowledges and agrees that for encroachments within the said Road, the Owner shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the said Road.

18. **Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition (“RSC”) completed in accordance with the

Environmental Protection Act, R.S.O. 1990, c. E.19, *O.Reg. 153/04* (“*O.Reg. 153/04*”), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

19. **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.

20. **Notice on Title – Below Grade Parking Areas and Depressed Driveways**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner’s expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that during major storm events, depressed driveways and below grade parking areas may be subject to flooding due to drainage from the road allowance. The purchaser/lessee further acknowledges being advised that the City of Ottawa shall not be liable for flooding claims. Backwater valves are recommended for installation on catch basins located in depressed driveways.”

“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.”

21. **Protection of City Sewers**

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Montreal Road and Borthwick Avenue prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sewer System within Montreal Road and Borthwick to determine if the City Sewer System sustained any damages as a result of construction on the lands; and
 - (ii) assume all liability for any damages caused to the City Sewer System within Montreal Road and Borthwick Avenue and compensate the City for the full amount of any required repairs to the City Sewer System.

22. **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.

23. **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.

24. **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.

25. **Revised Phase Two Environmental Site Assessment Report**

Prior to construction of the foundation, the Owner acknowledges and agrees to submit a revised Phase Two Environmental Site Assessment with a Remediation Report appended to the satisfaction of the General Manager, Planning, Development and Building Services.

26. **Use of Explosives and Pre-Blast Survey**

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201, at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast based on the location where explosives are to be used. In particular, a pre-blast survey shall be completed in accordance with Table 1 of S.P. No. F-1201. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

27. **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.

28. **Transportation Impact Assessment**

The Owner has undertaken a Transportation Impact Assessment for this site, which Transportation Impact Assessment is referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Development and Building Services Development.

29. **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 Montreal Road frontage of the lands, measuring 18.75 metres from the existing centreline of pavement/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.

30. **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 five metres x five metres at the intersection of Montreal Road and Borthwick Avenue. 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.

31. **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.

32. **Notice on Title – On-site Parking**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented may 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 may 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 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."

33. **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 Montreal Road and Borthwick Avenue rights-of-way, as shown on the approved Landscape Plan referenced in Schedule "E" herein, including all plant and landscaping material (except municipal trees), and decorative 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.

34. **Reinstatement of City Signage**

The Owner shall, prior to the execution of the Site Plan Agreement, provide the General Manager of the Planning, Development, and Building Services Department with a detailed drawing identifying the type, location, and condition of existing signage, pay & display machines, speed display boards, parking requirements, supporting concrete pads, loading zones, and roadway pavement markings located within the City's right-of-way along the site frontage and/or any approved staging area.

The Owner shall be solely responsible, at its own expense, for the reinstatement of any City-owned property, including but not limited to signage, pay & display machines, speed display boards, and other related infrastructure, which are damaged, displaced, or removed as a result of the development activities. Such reinstatement shall be to the satisfaction of the City and in accordance with the approved plan.

35. **Traffic Management Plan**

The Owner acknowledges and agrees that should the Owner wish to use a portion of the City's right(s) -of-way along Montreal Road for construction staging, the Owner shall obtain an approved Traffic Management Plan from the Manager, Traffic Management, Transportation Services Department prior to the issuance of a Building Permit. The Owner further acknowledges and agrees that the City has the right for any reason to deny use of the said right(s)-of-way and/or to amend the approved Traffic Management Plan, as may be required.

36. **Parkland Dedication**

(a) The Owner acknowledges and agrees that the conveyance requirement to the City is 93.77 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 cash-in-lieu of conveyance of parkland (residential > 18 units/net ha):

1. one hectare per 1,000 net residential units but shall not exceed a maximum of 10% of the gross land area where less than or equal to five hectares.
2. 2% of the gross land area (commercial & industrial uses).

(ii) Where land is developed for a mix of uses within a building, the conveyance requirement shall be the cumulative sum for each use, as calculated using the applicable rate prorated proportionally to the gross floor area allocated to each use;

Residential Use Calculation

Total GFA (sq.m)	Residential GFA (sq.m)	Percentage of utilization
4,853.89	4,647.39	95.75%
Commercial Use Calculation		
Total GFA (sq.m)	Commercial GFA (sq.m)	Percentage of utilization
4,853.89	206.5	4.25%

Residential CILP			
Site Area (sq.m)	Cash in Lieu per unit (1/1,000) or 10% max	Percentage of site utilization	Conveyance (sq.m)
970.77	10%	95.75%	92.95
Commercial CILP			
Site Area (sq.m)	2% gross land area	Percentage of site utilization	Conveyance (sq.m)
970.77	2%	4.25%	0.83
Total CILP		(92.95 +	0.83)
93.77 sq.m			

37. **Cash-In-Lieu of Conveyance of Parkland**

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule “B” herein. Pursuant to the City’s Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 13 funds. The Owner shall also pay the parkland appraisal fee of \$850.00 plus H.S.T. of \$110.50, as referenced in Schedule “B” herein.

38. **Community Benefits Charge**

The Owner acknowledges that the development is subject to payment of a Community Benefits Charge if the above grade building permit is not issued prior to August 31, 2027, in accordance with the Community Benefits Charge By-law 2022-307 (as amended from time to time) and the Planning Act.

39. **Waste Collection**

(a) Residential:

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 road 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. It is expressly acknowledged that this service may be amended or discontinued at the City's sole discretion, if in the City's opinion, access is not appropriate or due to policy/process changes within the operating department.

(b) Non-Residential:

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.

40. **Exterior Elevations Drawings**

The Owner acknowledges and agrees to construct the proposed building in accordance with the approved Elevations, referenced in Schedule "E" herein. The Owner further acknowledges and agrees that any subsequent proposed changes to the approved plans shall be filed with the General Manager, Planning, Development and Building Services 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.

September 12, 2025

Date



Andrew McCreight
Manager, Development Review
Central, Planning, Development and
Building Services Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-21-0189

SITE LOCATION

630 Montreal Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject site is located at the intersection of Montreal Road and Borthwick Avenue. The site has 32 metres of frontage along Montreal Road and 33 metres of frontage along Borthwick Avenue, with a total lot area of 1,034.47 square metres. A one-storey building and garage currently occupies the site, with access from Borthwick Avenue. A protected bus shelter is located on the City's right-of-way abutting the subject property.

The area surrounding the property is characterized by low-density residential, commercial, and institutional uses such as grocery stores, law offices, the Montfort Hospital and La Cite College.

The purpose of the application is to construct a nine-storey mixed-use building containing 56 residential units and two commercial units at grade. Two levels of underground parking are proposed, with access from Borthwick, which will provide for 28 residential, four visitor, and three commercial spaces. The applicant proposes 28 bicycle parking spaces. The site will feature a rooftop terrace that will provide communal amenity area in addition to private balconies. Waste for both residential and commercial is proposed to be stored on the ground floor.

The proposed development will largely be cladded in brick and concrete precast paneling. The remaining cladding is aluminum that matches the colour of the brick, and steel that matches the colour of the concrete.

As part of the development, a 5m by 5m corner sight triangle and a 1.98m right-of-way protection along Montreal Road will be conveyed to the City.

A Minor Variance Application (D08-02-24/A-00141) was refused on July 12, 2024. The Ontario Land Tribunal decision (OLT-24-000822) dated February 21, 2025 granted the following minor variances:

1. To permit a reduced rear yard setback of 1.697 m, whereas the Zoning By-Law requires a rear yard setback of 7.5 m;
2. To permit an increased building height of 30.1 m, whereas the Zoning By-Law permits a maximum building height of 15 m.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	56

Related Applications

The following applications are related to this proposed development:

- Minor Variance Application – D08-02-24/A-00141

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is located within the Inner Urban Transect policy area of the Official Plan and is designated Minor Corridor. The proposed development is consistent with the applicable policies of the Official Plan.
- The proposed development complies with the AM10[2199] zoning, as relieved by the granted Minor Variances.
- The proposed development meets all other applicable performance standards of the R4UB (Residential Fourth Density, Subzone UB) designation.
- The site is in conformity with the Urban Design guidelines and has been reviewed by the Urban Design Review Panel.
- The proposal is consistent with the Provincial Planning Statement, 2024, by representing an efficient use of land and contributing to the city's mix of housing choices.
- The proposed development reflects good planning principles.

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.

URBAN DESIGN REVIEW PANEL

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on September 1, 2023.

The panel's recommendations from the formal review meeting can be found [here](#).

The Panel was successful in refining the building's design and materiality and better formalizing and differentiating the different at-grade uses (commercial and residential), as well as improving public realm elements through improved landscaping and

hardscaping.

CONSULTATION DETAILS

Councillor's Comments

Councillor Rawlson King provided the following comments on January 12, 2023:

I am writing today in support of the application by Racine Ottawa for their proposed project, which would be located near CMHC Headquarters at 630 Montreal Road in Ottawa.

It is my understanding that MB Groupe is applying for funding so that 20 percent of the units proposed in this project would be affordable. As the local City Councillor for Rideau-Rockcliffe Ward where this project will be located, I am painfully aware of the acute issues concerning housing in our City.

Due to the continuing crisis surrounding housing affordability and housing accessibility for low-income Ottawa residents, I seconded and supported the successful motion at City Council to make Ottawa the first city in Canada to declare a housing and homelessness emergency at the beginning of 2020. With a housing registry list that is up to 13,000 people in Ottawa and growing, projects that successfully encompass affordable units that will be tied to no more than 30 percent of renters' income are sorely needed.

Rideau-Rockcliffe Ward encompasses one of the lowest income neighbourhoods in Ottawa with reported rates of poverty rates as high as 31 percent and childhood poverty being as high as 54 percent. Sadly, the provincial riding of Ottawa-Vanier where my Ward is situated also has the highest level of food bank use in Ontario. Because the need here in Ward 13 is stark, and urgent, as it is everywhere throughout Ottawa, I hope you will consider the application favourably.

Public Comments

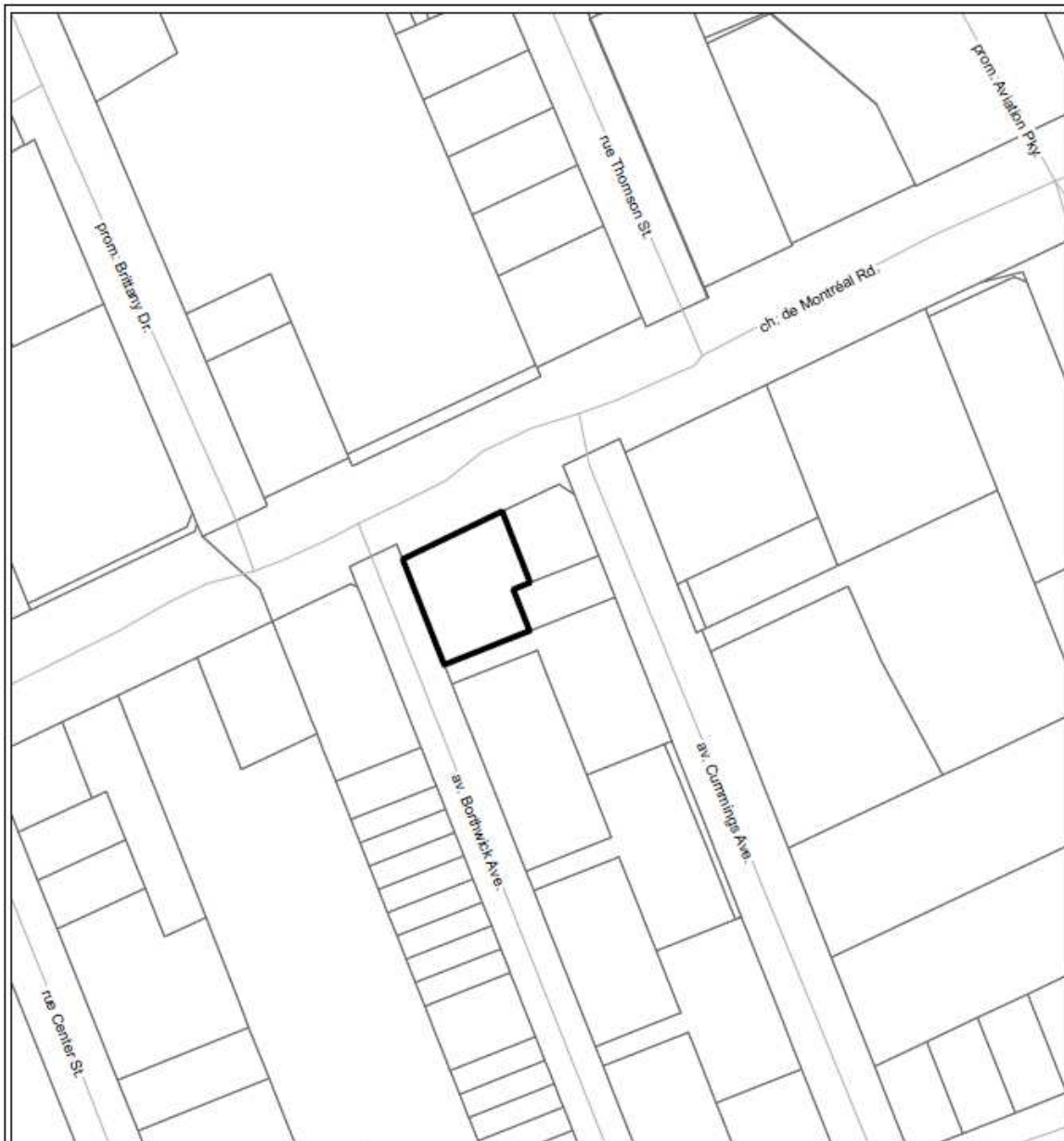
This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date. The Council approved timeline has not been met due to resubmissions and time spent at the Ontario Land Tribunal.

Contact: Jean-Charles Renaud Tel: 613-223-7273 or e-mail: jean-charles.renaud@ottawa.ca


Document 1 – Location Map





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REVISION / RÉVISION - 2023 / 05 / 11	

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

 630 ch. Montreal Rd.

