

**MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

**CAPITAL CITY SHOPPING CENTRE LIMITED**

**&**

**2155965 ONTARIO INC.**

(the “**Applicant**”)

AND

**THE CITY OF OTTAWA**

(the “**City**”)

**WHEREAS** 2155965 ONTARIO INC. is the registered Owner of 1330 Bank Street (PIN 04145-0234);

**AND WHEREAS** CAPITAL CITY SHOPPING CENTRE LIMITED and 2155965 ONTARIO INC. are the registered Owners of 1344 Bank Street (PIN 04145-0235);

**AND WHEREAS** CAPITAL CITY SHOPPING CENTRE LIMITED is the registered Owner of 1346 Bank Street (PIN 04145-0236) and 2211 Riverside Drive (PIN 04145-0232);

**AND WHEREAS** report [TBD] recommends approval of amendments to the Bank Street Secondary Plan and the City of Ottawa’s Comprehensive Zoning By-law No. 2008-250 for the property municipally known as 2211 Riverside Drive and 1330, 1344, and 1346 Bank Street, to permit the construction of a proposed mixed-use development, consisting of two separate high-rise buildings, an urban plaza, and below grade parking that is shared between the two buildings (the “**Proposed Development**”);

**AND WHEREAS** a portion of the Subject Property is a former Esso gas station that was demolished in 2000, and the buildings on the remainder of the Subject Property were built in the 1950s-60s and are at the end of their life cycle;

**AND WHEREAS** concerns have been raised by the Ward Councillor and residents of the community with respect to the provision of affordable housing, the anticipated increase in traffic on Bank Street and Riverside Drive as a result of the Proposed Development, and the features to be installed in the Privately Owned Public Space (“**POPS**”);

**AND WHEREAS** Site Plan Control approval will be required to allow for the Proposed Development, the approval of which will be implemented through the execution of a Site Plan Control Agreement by the Parties to be registered on title to the Subject Property;

**AND WHEREAS** the Parties agree that this Memorandum of Understanding is an interim agreement, the details of which will be further defined through the terms of the Site Plan Control approval for inclusion in the Site Plan Control Agreement;

**AND WHEREAS** the Parties agree that this Memorandum of Understanding does not represent commitments on behalf of the Applicant in addition to the commitments to be required through Inclusionary Zoning, the Community Benefit Charge (CBC) By-law, the Parkland Dedication By-law, or any other By-law, policy or initiative that may be approved by City Council and imposed between the execution of this Memorandum of Understanding and the approval of the Site Plan Control application, but that any legislative or policy or initiative requirements for conveyance or compensation, including the dedication of Parkland and the provision of cash-in-lieu of Parkland, will diminish the contributions detailed in Section 4 of this Memorandum of Understanding;

**NOW THEREFORE** the Parties agree and declare as follows:

#### **DEFINITIONS**

1. The terms defined herein shall have the following meanings for all purposes of this Memorandum of Understanding:
  - (a) “City” means the City of Ottawa;
  - (b) “MOU” means this Memorandum of Understanding;
  - (c) “Subject Property” means the lands and premises owned by the Applicant and municipally known as 2211 Riverside Drive and 1330, 1340, and 1346 Bank Street;

#### **RECITALS**

2. The recitals to this MOU form an integral part of this MOU for all purposes and the Parties confirm that they agree to the same.

#### **DEVELOPMENT APPROACH**

3. The Parties recognize that the Bank Street Secondary Plan will provide the framework to guide future planning, design and development of the Subject Property.
4. The Applicant agrees to implement conditions including, but not limited to the following, the specifics of which will be determined through the Site Plan Control approval process:
  - (a) **Affordable Housing:** The Applicant agrees to provide either
    - i. a cash contribution, as mutually agreed between the Parties acting reasonably, to the affordable housing account for Capital Ward, which contribution would include the contribution referred to in clause iii. below; or
    - ii. 10% of the buildings' leasable residential area as affordable housing as defined by the CMHC model, the City's Inclusionary Zoning policy, or as otherwise mutually agreed between the Parties acting reasonably; and
    - iii. a one-time \$250,000.00 contribution towards affordable housing in the community. This contribution, to be made proportionately at the time of building permit issuance for Towers 1 and 2, will be included in any cash contribution towards affordable housing that is required by the City's proposed Community Benefits Charge (CBC) By-law.
  - (b) **Affordable Housing Directed to Seniors:** The Applicant confirms a commitment to reasonable good faith negotiations with Senior Watch Old Ottawa South ("**SWOOS**") aimed at achieving a defined range of gross floor area to be developed as "Abbeyfield house style" accommodation. This form of affordable housing would be included as part of the 10% outlined in clause (a)(ii) above.
  - (c) **Provision of Large Dwelling Units:** The Applicant agrees that a minimum of 5% of the dwelling units will be "Large Dwelling Units", defined as including three bedrooms.
  - (d) **Provision of Accessible and Barrier-Free Dwelling Units:** The Applicant agrees that 15% of the dwelling units will be fully accessible and barrier free as defined by the Ontario Building Code. Recognizing the interest in the Proposed Development expressed by local senior citizens residing in the Ward, the Applicant agrees that an additional 10% of the dwelling units will be set up with accessible features (i.e. wider doors, walk-in showers, washroom grab bars) to promote aging in place.
  - (e) **Encouraging Transit Use:** The Applicant agrees to provide a transit incentive over a period of one year for residents who take occupancy of an affordable housing unit within the first year. The exact transit fare incentive will be determined through the Site Plan Control approval process and is anticipated to equate to one year of free

transit for each of the affordable housing units. The fare will be either Senior, Adult or Youth.

- (f) **Temporary Traffic Calming:** The proposed development will result in an increase in the number of residents relying on the Riverside Drive traffic loop. If, following the implementation of traffic calming design refinements in the area as part of the Bank Street Renewal Project, the City's Transportation Engineering Services Department feels that additional traffic calming is required, the Applicant agrees to make a one-time \$50,000.00 contribution. The payment of this contribution will be contingent on a similar contribution being provided by the Lofty Riverside development.
  
- (g) **Privately Owned Public Space (POPS):** The Applicant agree that the POPS, the design of which will be coordinated through the Site Plan Control approval process, will include public seating options as well as a form of animating infrastructure (e.g. play structure, exercise infrastructure, unique design feature). The POPS will represent an in-kind contribution towards any requirement under the City's proposed Community Benefits Charge (CBC) By-law.

#### **COMMUNICATION**

- 5. The Parties will work in close collaboration to prepare and coordinate all communication activities as the Proposed Development progresses and as construction activities begin.

#### **LEGAL STATUS**

- 6. Neither this MOU nor its provisions are intended to, nor shall they, amend, alter, contravene, add to or in any other way affect or effect any changes to the legal obligations between the Parties as set out in Federal or Provincial statute or common law.

#### **AMENDMENT**

- 7. This MOU may be amended by the written consent of the Parties.

#### **CONFIDENTIALITY**

- 8. This MOU is not confidential and may be made public.

**CAPITAL CITY SHOPPING CENTRE LTD.**

**Per:**

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**Name:**

**Title:**

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**Name:**

**Title:**

**I/We have authority to bind the  
Corporation.**

**2155965 ONTARIO INC**

**Per:**

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**Name:**

**Title:**

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**Name:**

**Title:**

**I/We have authority to bind the  
Corporation.**

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**THE CITY OF OTTAWA**

**Per:**

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**Name:**

**Title:**

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**Name:**

**Title:**

**I/We have authority to bind the  
Corporation**