

Memorandum of Understanding (“MOU”)

between

National Capital Commission

(the “NCC”)

and

City of Ottawa

(the “City”)

Collectively referred to as the “Parties”

WHEREAS the National Capital Commission (the “NCC”) has submitted an application (D01-01-20-0010) to the City of Ottawa (the “City”) requesting to amend the City’s Official Plan by removing the planned Preston Street arterial road extension between Albert Street and Kichi Zībī Mīkan (“KZM”)/Wellington Street (the “Application”);

AND WHEREAS the NCC considers that the removal of the planned Preston Street arterial road extension from the City’s Official Plan is preferable for all parties to implement the NCC’s LeBreton Flats Master Concept Plan (the “MCP”) and the City’s West Downtown Core Secondary Plan;

AND WHEREAS the City and the NCC agree that providing and maintaining transit access to LeBreton Flats (including the Flats District and the proposed major event centre) is important to support the City’s transit-oriented development mode-share targets and the NCC’s mode-share goals in the MCP;

AND WHEREAS the NCC and the City of Ottawa wish to establish terms to ensure attractive, reliable, and resilient transit service to and through LeBreton Flats, including the Flats District and other future developments;

AND WHEREAS the NCC owns and controls access on the KZM, which can provide an alternative route for access to and from the Flats District;

NOW THEREFORE BE IT RESOLVED in consideration of the conditions contained herein, the Parties agree as follows:

Regular Transit Services

1. OC Transpo minibuses, defined as transit vehicles of less than four tons, and contracted taxis in Para Transpo service shall be permitted to access the KZM without prior approval from the NCC.
2. Bridge infrastructure on the KZM between Vimy Place and Island Park Drive is not currently designed to accommodate regular transit service using conventional buses. Once the NCC upgrades the CPR Bridge on KZM to accommodate the required load-bearing capacity, scheduled to occur before the opening of the proposed Major Event Centre (MEC), a regular local OC Transpo bus route shall be permitted to access the KZM between Vimy Place and Slidell Street. Furthermore, once the Parkdale overpass has been modified to accommodate the required load-bearing capacity through the NCC's regular maintenance and lifecycle programs, the regular local OC Transpo services shall be permitted to access KZM between Vimy Place and Island Park Drive.
3. The NCC will not charge the City for local regular transit operations on KZM.
4. The NCC will advise the City of planned closures of the KZM and both parties will work to mitigate the impact on NCC operations and regular transit services.

Transit and City Services Detours

5. The NCC shall permit OC Transpo buses and City service vehicles to access the KZM between Vimy Place and Slidell Street, upon the completion of scheduled upgrade to the CPR Bridge, as a detour for planned and unplanned events that result in restrictions or closures of Booth Street (including the Wellington/Booth and Albert/Booth intersections) impacting transit access and City services to the Flats District. This permission will be extended to the segment between Vimy Place and Island Park Drive once all assets have the required load-bearing capacity.
6. The NCC will permit OC Transpo buses and City service vehicles to turn left from westbound on the KZM to southbound on Slidell Street and to turn right from northbound on Slidell Street to eastbound on the KZM.
7. For planned events, the City will advise the NCC of its need and specify the duration for OC Transpo and service vehicles to access the KZM. Both parties will work to mitigate the impact on NCC operations and detoured services.
8. For unplanned events, the following process shall apply:
 - a) The City will immediately notify the NCC of its need to use the KZM detour route to ensure detour operations can be coordinated with any NCC operations occurring at the time.

- b) In the absence of NCC operations, OC Transpo buses and City service vehicles may access the section of the KZM between Vimy Place and Slidell Street, and eventually between Vimy Place and Island Park Drive, for the duration of detours, up to six days.
 - c) During ongoing or scheduled NCC operations, the Parties will promptly work to mitigate the impact on NCC operations and transit services.
 - d) Detours lasting seven days or longer should be treated as planned closures, requiring notice to the NCC as per paragraph 7 of this agreement.
9. The NCC will not charge the City for access to the KZM between Vimy Place and Island Park Drive, for detours. Additionally, the NCC will maintain the KZM roadway, road right-of-way, structures, and traffic control to enable OC Transpo and Société de transport de l'Outaouais (STO) buses and City service vehicles to access the KZM between Vimy Place and Slidell Street.
10. A permanent traffic monitoring camera will be required to help facilitate detoured/event traffic. The NCC will fund the initial installation of a traffic monitoring camera, which will be operated and maintained by the City.

Major Events Centre (MEC) and Associated Transportation Needs

11. The NCC agrees in principle to permit private vehicles to turn onto or from the KZM at the Slidell intersection if identified as required in the development review process or the federal review process.
-
12. The NCC will collaborate with the City on the implementation of transit priority measures northbound on Slidell, if identified by the City as necessary for reliable regular transit services or transit services associated with events.
13. The NCC agrees, upon completion of the upgrades to the CPR Bridge, to a routing for transit services via Albert Street, Bayview Station Road, Slidell Street and KZM between Slidell Street and Vimy Place for event bus services from both OC Transpo and the STO.
14. The NCC commits to delivering, or causing to be delivered, an active transportation (pedestrian and cycling) bridge over the O-Train East-West corridor generally in the alignment of the Preston corridor, connecting from Albert Street to the future planned extension of Vimy Place within LeBreton Flats. The Parties confirm that this bridge will fulfill the mobility requirements for the Preston corridor through LeBreton Flats as demonstrated in the NCC's application to amend the Official Plan (D01-01-20-0010).
15. The future active transportation bridge within the Preston corridor should have the following attributes:

- a) Provide separated space for people cycling and walking, with a minimum width of 3 metres for each user group.
 - b) Meet AODA and City of Ottawa Accessibility Design Standard requirements.
 - c) Be designed in such a way as to reduce impacts on the development potential and urban design potential of the surrounding lands, such as through the use of support pillars rather than a solid retaining wall.
 - d) Be open to the public 24 hours a day, 7 days a week.
16. The NCC will collaborate with the City on the implementation of a bus stop to City standards on the south side of the KZM, on the west side of the Vimy Place intersection, if required by the City.
17. The Parties acknowledge that through the development review process, the City intends to limit on-site parking for the MEC in accordance with existing and future transportation studies for the site, including “Building LeBreton Flats, Transportation Impact Assessment” prepared by Morrison Hershfield, and dated May 10, 2023, which assumes an estimated 15% driver trips and 12% passenger trips to the MEC by vehicle, with the remainder of trips to be made by transit, walking, cycling, or taxi/car share. Parking access locations and parking use outside of event times may result in additional mitigation measures through the Development Review process. If the proponent opts to increase parking, additional mitigation measures beyond what is stated in this MOU may be required.

City Infrastructure

18. The Parties will work together to ensure the redevelopment of LeBreton Flats safeguards existing municipal assets to ensure no net negative impact to existing city infrastructure, including structures, sanitary and storm sewer and water assets, aqueduct, hydraulic grade line and flood levels.
19. The Parties will work together to ensure that all modifications to City assets comply with City standards, technical bulletins and design guidelines, and all applicable legislation governing drinking water, wastewater and stormwater.
20. Any plans or reports provided through the development review process for new development in LeBreton Flats will identify and distinguish assets under city, private, NCC and other ownership.
21. Design and construction must minimize long- term operational costs to the City, maximize use of existing infrastructure capacity and connections, and support future growth.

22. The NCC acknowledges that any future plans for district energy systems which may leverage city assets shall require the Parties to negotiate one or more agreement(s), which may be subject to the approval of City Council.
23. The relocation of the Cave Creek Collector and its associated costs and coordination will be addressed via separate agreement.
24. For greater clarity, this MOU does not apply to any pre-existing or future agreements between the parties related to the relocation of the Cave Creek Collector.

Items to be addressed through future processes

25. The parties acknowledge that certain matters remain outstanding and will be addressed through Plan of Subdivision application D07-16-24-0026 and future development applications. These include:
 - a. Parkland dedication
 - b. Design of public roads and infrastructure within them
 - c. Any required road modifications
 - d. Construction phasing
 - e. Identifying where obligations will reside with the Plan of Subdivision or via subsequent development review processes
 - f. Any required remediation of land
 - g. Any modifications to the City-owned aqueducts, including vehicular access
 - h. Cave Creek Collector relocation.

Notice

26. Any notice, demand or other communication required to be given to any party to this MOU must be in writing and shall be delivered to such party by courier, registered mail or personal delivery to the following address:

To the NCC at:

Patrick Laliberté
Director, Ontario Urban Lands, and
Greenbelt
National Capital Commission
202 - 40 Elgin Street
Ottawa ON K1P 1C7
Telephone: 613-239-5678 ext. 5748

To the City at:

Derrick Moodie
Director, Planning Services
City of Ottawa
110 Laurier Street West,
Ottawa ON K1P 1J1
Telephone: 613-580-2424 ext.15134

All notices, demands and other communications sent to the NCC must reference the Agreement ID indicated on page one (1) of this MOU.

For the purposes of this MOU, "Business Day" is defined as Monday to Friday inclusive, excluding statutory holidays.

Notices, demands and other communications will be deemed to have been received:

- a) in the case of personal delivery, when given by one party to an agent, representative, employee or manager of the other party;
- b) in the case of registered mail, the earlier of fifteen (15) Business Days after the communication has been received at the post office in the other party's city or the day that the other party or the other party's representative acknowledges receipt by signing the postal receipt;
- c) and in the case of a facsimile transmission, on the day of transmission, if sent prior to 3:00 p.m. Eastern Time on a Business Day, otherwise on the next Business Day.

Indemnification

27. The City shall indemnify and save harmless the NCC and anyone for whom the NCC is responsible from all financial consequences, including reasonable legal fees, arising from any demands, claims or actions made or brought against the NCC, directly or indirectly, as a result of any injury or death or of damage to or loss of property due to any willful or negligent act, omission or delay on the part of any person in relation to or as a result of this agreement, except the NCC and anyone for whom the NCC is responsible. This indemnity shall survive the expiry or termination of this agreement,

Access To Information

28. The Parties recognize that information, documents, and records provided by one Party to the other are subject to disclosure, subject to applicable law.

Amendments

29. The Parties may amend this MOU upon their mutual consent, in writing.

Duration

30. The term of this MOU shall extend for twenty (20) years from the Commencement Date (as defined below), at which time the NCC in its sole discretion shall, upon ninety (90) days written notice to the City, have the option to extend the term for up to an additional twenty (20) years.

Difference in Interpretation and Application

31. The Parties understand that the representatives directly involved in the difference will attempt to resolve it among themselves before escalating it, as per this MOU.

Any disputes concerning the interpretation or implementation of this MOU will be resolved by consultation among the Parties and will not be referred to a tribunal or other third party for settlement.

If the representatives are unable to resolve a matter, they shall escalate it to their superiors within their respective organizations for further resolution.

Entire Agreement

32. This MOU constitutes the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings, agreements, representations, covenants, conditions or warranties, verbal or written, between the parties other than those set out in this MOU.

Authority and Final Disposition

33. The Parties acknowledge and represent having the power and authority to enter into and execute this MOU and to fulfil all of the responsibilities set out in this MOU in accordance with all applicable laws, rules and regulations.

This MOU may be signed in separate counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Moreover, any signature delivered by a Party by electronic mail transmission in PDF format shall be deemed to be an original signature of such Party.

Governing Law

34. This MOU shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Conditions of Taking Effect

35. The Parties acknowledge and agree that this MOU shall become effective upon the enactment by City Council, and coming into force of the Official Plan amendment requested in the Application, to which it will be attached (the "Commencement Date"). For the purposes of this paragraph, "finalization" shall denote the expiration of all appeal periods and the completion of the Application process. It is expressly acknowledged that no commitment is made by this MOU to the Council of the City of Ottawa to adopting the Official Plan amendment requested in the application.

In acknowledgement of the above stated understanding, this MOU has been signed by the authorized representatives of the Parties on the dates indicated below.

Dated this 21 day of January, 2020.

National Capital Commission



Tobi Nussbaum, Chief Executive Officer

Dated this _____ day of _____.

City of Ottawa

Marcia Wallace, General Manager, Planning, Development and Building Services Department