

BY-LAW NO. 2013-\_\_\_\_\_

A by-law of the City of Ottawa (the "City") to designate the property described on Schedule "A" to this by-law (the Lands) as a municipal capital facility related to the provision of telecommunications, transit and transportation systems.

WHEREAS Section 110 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the "*Municipal Act, 2001*") permits a municipality to enter into agreements for the provision of municipal capital facilities;

AND WHEREAS Section 110 of the *Municipal Act, 2001* permits a Council of a municipality to designate lands and premises within the classes of lands described in Ontario Regulation 603/06, as amended, as a municipal capital facility and to exempt the relevant portion(s) of that facility from taxation for municipal and school purposes;

AND WHEREAS Heartwood House administers and operates the OC Transpo Lost and Found service on the Lands, which provides public space for services related to the provision of transit and transportation systems, being a permitted class under Ontario Regulation 603/06 as amended;

AND WHEREAS, in accordance with the authorization of the Council on \_\_\_\_\_, 2013, the City and Heartwood House will enter into an agreement, conditional on the passage of this by-law, in the form attached as Schedule "B," that provides for the use the Lands as a municipal capital facility and the exemption of the relevant portion of the facility from taxation for municipal and school purposes in relation to the municipal capital facility (the "Municipal Capital Facility Agreement");

AND WHEREAS Section 110 of the *Municipal Act, 2001* authorizes the City to provide financial assistance to any person in relation to a municipal capital facility for which a municipal capital facility agreement has been entered into;

THEREFORE the Council of the City of Ottawa enacts as follows:

1. The Council hereby designates the Lands as a municipal capital facility related to the provision of telecommunications, transit and transportation systems, and the implementation of such designation by way of a Municipal Capital Facility Agreement in the form attached hereto as Schedule "B."
2. The Lands utilized for the OC Transpo Lost and Found service are hereby exempt from the payment of taxation for municipal and school purposes and shall be so exempt until the earliest of:
  - (a) the termination date of the Municipal Capital Facilities Agreement between the City of Ottawa and Heartwood House;

- (b) the day that the *Municipal Act, 2001* or such other applicable or successor legislation is repealed or amended such that the designation of the Lands as a municipal capital facility is no longer available to be made or applicable; and
  - (c) the day the Lands cease to be used as a municipal capital facility as that term is defined in Ontario Regulation 603/06, as amended, from time to time.
3. The City shall cause its clerk to give written notice of the by-law permitting the City to enter into this agreement to the Minister of Education as provided for in subsection 110(5) of the *Municipal Act, 2001*.
4. The City shall cause its clerk to give written notice of the contents of this by-law to the Municipal Property Assessment Corporation and the secretary of any school board if the area of jurisdiction of any such board included the land that is exempted by this by-law, as required under section 110(8) of the *Municipal Act, 2001*.
5. This by-law shall be effective as of the date of passing.

ENACTED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY CLERK

MAYOR

**SCHEDULE "A"**

**DESCRIPTION OF LANDS**

Part of PIN 042460063: being Part of Plan 772, Blk A and Block C, McArthur S

SCHEDULE "B"

**MUNICIPAL CAPITAL FACILITY AGREEMENT**

THIS AGREEMENT dated the \_\_\_ day of \_\_\_\_\_, 2013.

BETWEEN:

CITY OF OTTAWA  
(hereinafter referred to as the "City")

AND:

HEARTWOOD HOUSE: AU COUER DE LA VIE  
(hereinafter referred to as "Heartwood House")

WHEREAS:

- A. Heartwood House is part owner of the lands known municipally as 400 -412 McArthur Avenue in the City of Ottawa, which lands are more particularly described in Annex "A" hereto (the "Lands");
- B. By a service agreement dated May 1, 2009 between the City and Heartwood House, Heartwood House administers and operates the OC Transpo Lost and Found service on the Lands;
- C. Heartwood House wishes, pursuant to Section 110 of the Municipal Act, 2001, to enter into an Agreement with the City for use of the relevant portion of the Lands as a municipal capital facility;
- D. The City wishes, pursuant to Section 110 of the Municipal Act, 2001, to exempt the Lands from taxation for municipal and school purposes;
- E. The Lands will be used for public services related to the provision of transit and transportation services, thus qualifying the Lands as a class of municipal capital facility described in Ontario Regulation 603/06;

THEREFORE, in consideration of the making of this Agreement and the mutual covenants contained herein, the parties undertake, covenant and agree as follows:

DESIGNATION

1. The City has by by-law (substantially in the form attached as Annex "B") designated the Lands as a municipal capital facility.

#### TERM

2. The term of this Agreement and the designation of the Lands as a municipal capital facility shall be from \_\_\_\_\_, 2013 to the earliest of:

- (a) December 31, 2043;
- (b) the day Heartwood House ceases to administer the OC Transpo Lost and Found service on the Lands; and
- (c) the day Heartwood House ceases to use the Lands as a municipal capital facility as that term is described in Ontario Regulation 603/06 or amendments thereto.

#### TAX EXEMPTION

3. The City shall, pursuant to subsection 110(6) of the Municipal Act, 2001, exempt the Lands from property taxation for municipal and school purposes.

#### ZONING

4. For the purposes of clarity, the City acknowledges and agrees that neither this Agreement nor the by-law shall in any way affect the zoning of the Lands or the permitted uses of the Lands under applicable laws.

#### REGISTRATION

5. The by-law referred to in section 1 of this Agreement shall be registered by the City on title of the Lands.

#### OBLIGATIONS AS COVENANTS

6. Each obligation expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

#### ENTIRE AGREEMENT

7. This Agreement contains all the covenants, Agreements and understandings between the parties concerning its subject matter.

#### ENUREMENT

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**PARTIAL INVALIDITY**

9. If any provision of this Agreement or the application of it to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Agreement or the application of the provisions to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.

**FURTHER ASSURANCES**

10. The parties shall do and execute all such further acts, deeds, instruments or things as may be necessary or desirable for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

**CITY OF OTTAWA**

Per: \_\_\_\_\_  
Name: Rick O'Connor  
Title: City Clerk and Solicitor

**HEARTWOOD HOUSE**

Per: \_\_\_\_\_  
Name:  
Title:  
I have authority to bind the Corporation.

**ANNEX "A"**

Part of PIN 042460063: being Part of Plan 772, Blk A and Block C, McArthur S