

MEMORANDUM OF UNDERSTANDING

BETWEEN

1041259 ONTARIO INC. & MANOR PARK ESTATES INC.
("Manor Park Estates")

-and-

CITY OF OTTAWA
(the "City")

WHEREAS Manor Park Estates has filed development application D01-01-21-0003 for an official plan amendment for the redevelopment of the Manor Park North and Manor Park South area; and

WHEREAS the *Planning Act*, Provincial policy and the Official Plan of the City of Ottawa promote the goal of the provision of affordable housing; and

WHEREAS Manor Park Estates also supports the goal of the provision of affordable housing; and

WHEREAS the City, Manor Park Estates, residents of the community and others have participated in a dialogue to provide to existing residents the opportunity to continue to reside in the community through its redevelopment; and

WHEREAS the City and Manor Park Estates have agreed upon principles to govern the redevelopment of the "Manor Park North" and "Manor Park South" lands with respect to the preservation of affordable housing and the ability of the existing residents to continue to be able to reside in the community through a no displacement strategy; and

WHEREAS while not required by the *Planning Act*, Manor Park Estates in the spirit of cooperation, agrees to enter into an Memorandum of Understanding (MOU) as part of the Official Plan Amendment to reinforce their commitment to no displacement and support of affordable housing.

NOW THEREFORE the City and Manor Park agree as follows:

1. DEFINITIONS

"Manor Park North" and "Manor Park South" means the lands bounded by the heavy black line shown on Schedule "A".

"Natural Attrition" means the Manor Park residents leaving on their own accord.

"Official Plan Amendment" means the amendment to the City of Ottawa Official Plan policies set forth in Document 2, Report ACS2022-PIE-PS-0021.

"Planning Act" means the *Planning Act*, RSO 1990, c P.13, as amended.

"Planning Approvals" means any application in respect of development or redevelopment made under the Planning Act, including any application for zoning by-law amendment, minor variance, plan of subdivision approval or site plan approval.

"Secured Affordable Existing" means the 540 dwelling units outside of Block 2 and Block 4 of Manor Park South, where in aggregate, the average monthly rent will remain at or below the average monthly City-wide rents by unit type, for any calendar year, as determined in the annual survey of City-wide rents for the prior calendar year published by the Canada Mortgage and Housing Corporation (Average Monthly Rent).

"Secured Affordable New" means a housing unit with a maximum monthly occupancy cost (by unit type) by using the Average Income by Household Income Deciles for the City of Ottawa.

2. ACKNOWLEDGEMENTS

For the purposes of this Memorandum, the City and Manor Park Estates agree that the following are accurate:

- a. The current number of units located within Manor Park North and Manor Park South is 654 rental units.
 - There are 332 dwelling units in Manor Park North.
 - There are 322 dwelling units in Manor Park South.
- b. The number of units at full build-out that would be permitted by the proposed Official Plan Amendment is approximately 3,872 units.
- c. It is anticipated that full build-out of the redevelopment will take fifty years to be completed.
- d. Additional Planning Approvals are required for the redevelopment of Manor Park North and Manor Park South.

3. NO DISPLACEMENT

- a. Manor Park Estates commits to no displacement of current Manor Park residents.
- b. Manor Park Estates will provide at least a three-year community heads up that construction work is scheduled to begin on a particular Phase.
- c. Prior to the construction of each Phase, Manor Park residents will be offered relocation in a dwelling unit of similar size, including number of bedrooms, as the one vacated for the same or lesser rent.
- d. Dwelling units within the Manor Park North and Manor Park South lands will be prioritized, but Manor Park Estates will make properties in its broader portfolio available if preferable to the resident being

relocated.

- e. Manor Park Estates will cover all moving costs and related incidentals associated with relocation.
- f. No sublet, assignment, transfer, or other change whatsoever in tenant(s) of record on the tenancy will be recognized, except between residents occupying the same unit prior to the three-year community heads-up.

4. PHASING

- a. In Phase 1, Manor Park Estates intends to focus on Block 4 of Manor Park South, with construction beginning no sooner than three years from the date of this Official Plan Amendment coming into force.
- b. In Phase 2, Manor Park Estates intends to focus on Block 2 of Manor Park South as well as Block 3 for the construction of a City park, with construction beginning no sooner than six years from the date of this OPA coming into force.
- c. Manor Park Estates agrees to work with the City of Ottawa regarding parkland dedication and the construction of a City park, as long as existing Manor Park residents are not displaced from Block 3 (Manor Park South), per the no displacement strategy.
- d. The complete buildouts of Phases 1 & 2 may overlap depending on market and economic conditions.

5. SECURED AFFORDABLE EXISTING

- a. Of the total 654 existing dwelling units, it is anticipated that 114 dwelling units will be re-housed during the first two phases (i.e., the renewal of Blocks 2 & 4 in Manor Park South). Initial re-housing will occur in existing dwelling units or in the broader Manor Park portfolio.
- b. Manor Park Estates will designate the remaining 540 dwelling units outside of Blocks 2 & 4 in Manor Park South as Secured Affordable Existing.
- c. In aggregate, the average rental costs of these 540 dwelling units will remain at or below the average Ottawa market rental costs for dwelling units of comparable size and number of bedrooms.
- d. As new dwelling units are built, further re-housings can occur under the terms of the no displacement pledge in the new units. The phasing plan allows for an increase in housing supply on its Lands in aggregate after the first new building is built which is consistent with its no displacement pledge.
- e. This no displacement commitment shall remain in force until the existing tenant leaves through their own natural attrition.
- f. No sublet, assignment, transfer, or other change whatsoever in tenant(s) of record on the tenancy will be recognized, except between residents occupying the same unit prior to the three-year community heads-up.

6. SECURED AFFORDABLE NEW

- a. As Manor Park Estates has committed to a three-year heads up, any further agreement regarding Secured Affordable New dwelling units will be covered under a separate agreement as required by the Inclusionary Zoning By-Law.
- b. In the event the Inclusionary Zoning By-Law is not approved and applicable, Manor Park Estates will commit to provide 10% of the new rental dwelling units of each phase as Secured Affordable New for a period of 20 Years.
- c. In the event that Inclusionary Zoning is approved and Manor Park Management Inc's. contribution is less than 10 percent, Manor Park Estates agrees to provide a minimum of 10 percent of new rental units per phase as Secured Affordable New for a period of 20 Years from the date of the coming into force of the Official Plan Amendment.
- d. This commitment applies solely to new rental dwelling units.

7. COMMUNITY BENEFITS

- a. Manor Park Estates agrees to work with the Manor Park Community, Ward Councillor's office and Ottawa Community Benefits Network, on a voluntary basis, to advance a Community Benefits Agreement (CBA) for the lands it owns or manages within or nearby the plan area to be governed by the Manor Park North and South Secondary Plan or elsewhere within the City of Ottawa's Ward 13 or in other communities near the Secondary Plan area.
- b. A continued dialogue towards establishing a CBA will occur after the Official Plan Amendment has been adopted by Council and prior to the registration of the Phase 1 site plan development.
- c. In addition to the affordable housing and no displacement strategy described in this MOU, the CBA discussions may result in a variety of other community benefits, as determined by the CBA process.
- d. The CBA referenced in this MOU is understood to not constitute a CBA as defined by Section 37 of the *Planning Act*, but rather an arrangement where a coalition of area residents and community organizations work with the applicant/owner to address a broad range of community needs, which will provide safeguards to ensure that residents share in the benefits of major redevelopment
- e. The Official Plan Amendment is not contingent on the Community Benefits Agreement as per the *Planning Act*.
- f. The MOU is not contingent on the Community Benefits Agreement as per the *Planning Act*.

8. SALE OF LAND

- a. Manor Park Estates agrees to ensure that in the event of the sale of any of the lands in Schedule A that the purchaser assumes the responsibilities in this agreement.

9. TAX DEFERRAL AND DEVELOPMENT CHARGE CREDITS

The City shall work with Manor Park Estates to explore whether any tax deferral/abatement or development charge credits can be made available in respect of the redevelopment of the Manor Park Lands with a view to the provision of lower rents for some or all of the Secured Affordable New units subject to clause 6 b. above.

10. FUTURE PLANNING APPROVALS

The City agrees that Manor Park Estates provision of 540 Secure Affordable Existing units and 10% Secure Affordable New units within the Manor Park North and Manor Park South lands in accordance with this Memorandum represents its full obligation to provide affordable housing within the said lands, unless otherwise required through separate agreement if Inclusionary Zoning applies.

11. GENERAL

- a. This Memorandum is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario.
- b. If any provision of this Memorandum is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Memorandum will continue to have force and effect and shall not be affected thereby. The parties shall, however, use their best endeavours to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the intent and purpose of the affected provision and this Memorandum as a whole.
- c. This Memorandum may be executed by the parties in separate counterparts and may be delivered by facsimile or other electronic transmission, each of which when so executed and delivered will be and considered an original, and all of which together will constitute one and the same agreement.

[Signature page follows]

The parties have executed this Memorandum as of the ____ day of February, 2022.

CITY OF OTTAWA

By: _____
Name:
Title:

By: _____
Name:
Title:

I/we have authority to bind the corporation.

MANOR PARK MANAGEMENT ESTATES *J.A.*

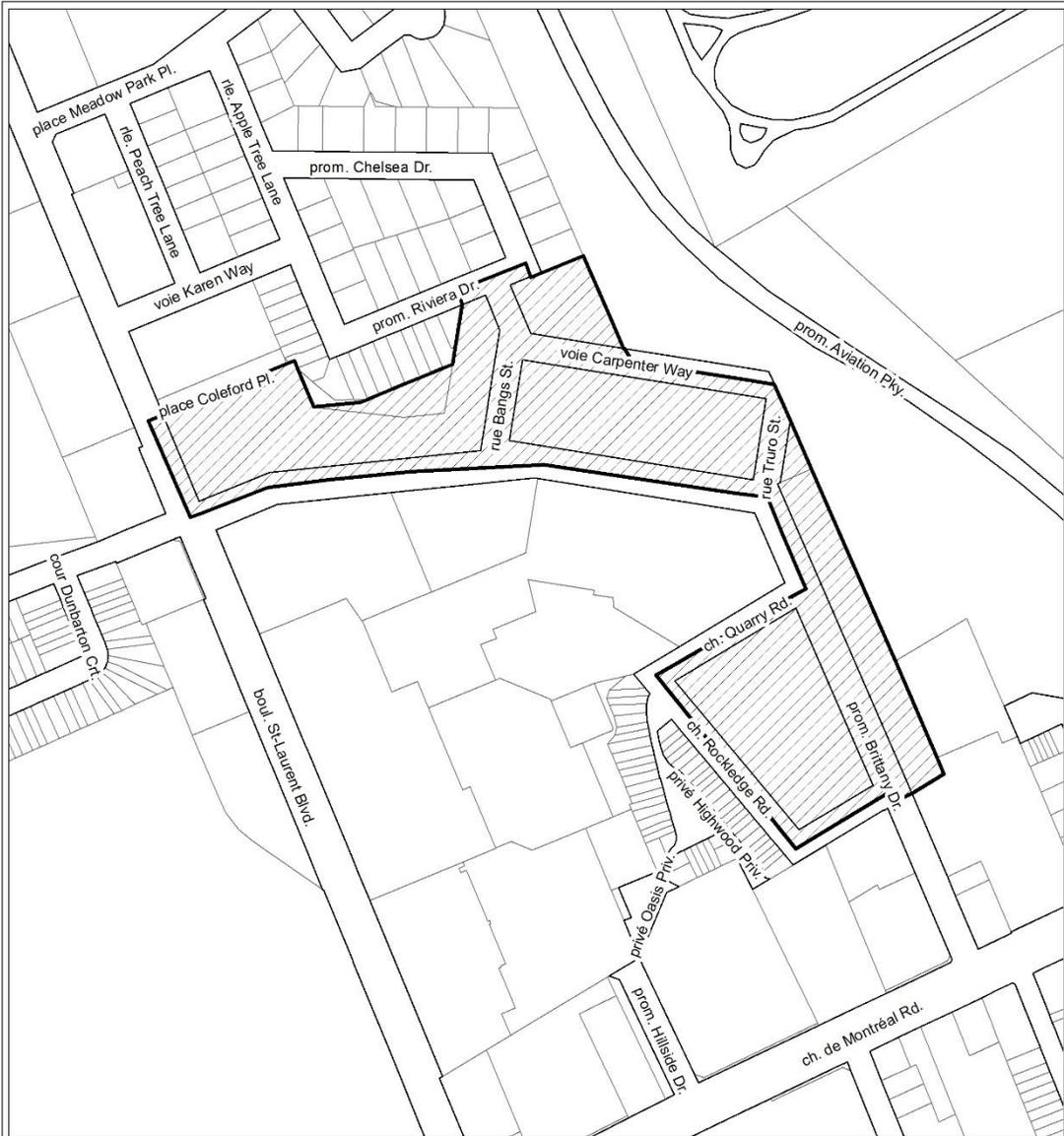
By: *[Signature]*
Name: Lalit Aggarwal
Title: President Manor Park Estates *J.A.*

I/we have authority to bind the corporation.

Schedule A



		LOCATION MAP / PLAN DE LOCALISATION OFFICIAL PLAN AMENDMENT / MODIFICATION DU PLAN OFFICIEL	
D01-01-21-0003	21-0300-A	MANOR PARK NORTH / NORD	
I:\CO\2021\OPA\Manor Park North		 1032 avenue Blasdel Avenue; 206 boulevard St-Laurent Blvd; 244 boulevard St-Laurent Blvd; 61 rue Braemar Street; 869 chemin Hemlock Road.	
<small>©Parcel data is owned by Terranet Enterprises Inc. and its suppliers All rights reserved. May not be produced without permission THIS IS NOT A PLAN OF SURVEY</small>		 N <small>NOT TO SCALE</small>	
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LOCATION MAP / PLAN DE LOCALISATION
OFFICIAL PLAN AMENDMENT / MODIFICATION DU PLAN OFFICIEL

D01-01-21-0003 | 21-0300-A

MANOR PARK SOUTH / SUD

I:\CO\2021\OPA\Manor Park South

- 231 promenade Brittany Drive;
- 425 promenade Brittany Drive;
- 496 promenade Brittany Drive;
- 496 promenade Brittany Drive;
- 411 voie Carpenter Way

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