

**OTTAWA RESOURCE FUNDING FOR TEWIN
MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
CITY OF OTTAWA
(the “City”)
-and-
ALGONQUINS OF ONTARIO REALTY CORP.,
ANDERSON FAIRLAWN INC. and
2595469 ONTARIO INC.
(collectively, the “Tewin Landowners”)**

WHEREAS:

- A. The City of Ottawa is the municipal authority for planning approvals under the Planning Act, R.S.O. 1990, c. P.13 (“City”);
- B. The City’s new Official Plan was approved by Council on October 27, 2021 and adopted by Council on November 24, 2021 (the “**New Official Plan**”) and has been submitted to the Ministry of Municipal Affairs and Housing for approval;
- C. A new community known as “Tewin” is shown hatched in orange on Schedule C17 of the New Official Plan;
- D. The New Official Plan contains Annex 10: “Tewin Community Design Planning Process and Studies”, which gives a preliminary list of studies and plans that provide the basis for the development of the Tewin community;
- E. The New Official Plan contains Annex 12 which details financial commitments, including this memorandum of understanding “to be prepared with the intent of outlining the City staff positions or consultant assignments required to manage the Tewin development, the cost for which will be covered by the Tewin landowners”;

- F. Tewin is also subject to Annex 4 of the New Official Plan which identifies the requirements of the Local Plan Framework; and
- G. The Tewin landowners for the purposes of this MOU and the process outlined for the development of Tewin in the New Official Plan are the Tewin Landowners as collectively defined herein;
- H. The Parties wish to enter into this MOU to outline the City staff positions or consultant assignments required to manage the Tewin Community Design Plan process and associated technical studies.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of all such consideration which is hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

The terms defined herein shall have the following meanings for all purposes of this Memorandum of Understanding:

“Agreement” means this agreement, also referred to as this memorandum of understanding or MOU;

“Annex 10”, **“Annex 12”** and **“Annex 4”** of the New Official Plan are as defined in Recitals D, E and F above, respectively;

“CIPP” means Civic Institute of Professional Personnel, the union for municipal professionals in Ottawa;

“City” means the City of Ottawa;

“Corporate Overhead” means the costs incurred by the City’s administration, including HR, Payroll, Legal, Finance, information technology, etc., valued at 15% of expenditures.

“FTE” (Full Time Equivalent) means a City full time position, composed of 35 hours per week time commitment and compensated with salary, associated benefits and other direct costs;

“Force Majeure” means the occurrence of an event or circumstance beyond a Party’s reasonable control that prevents or excuses a Party from performing its obligations under this MOU, such as a natural disaster, an act of terrorism, the existence of a pandemic, chemical or biological contamination or general labour disturbance;

“GM PRED” means the General Manager, or the named designate thereof, of the Planning, Real Estate and Economic Development Department (PRED);

“MOU” means this memorandum of understanding, alternatively referred to as this Agreement.

“New Official Plan” means the document attached to report ACS2021-PIE-EDP-0036, as defined in Recital B above, and any further modifications by the Minister of Municipal Affairs and Housing or Council thereafter;

“Tewin Area” means the lands and premises owned by multiple parties, including the Tewin Landowners, which are shown hatched in orange on Schedule C17 of the New Official Plan;

“Tewin Landowners” means, collectively, Algonquins of Ontario Realty Corp., Anderson Fairlawn Inc. and 2595469 Ontario Inc.

“Tewin Project” means the studies and work outlined in Annex 10 of the New Official Plan;

GENERAL PRINCIPLES

1. The Tewin Landowners will provide financial support to the City for the preparation and processing of a Community Design Plan and the Secondary Plan for the Tewin Area; including background analyses and studies, consultation, etc. as set out in Annexes 4 and 10;
2. The current allocation of City staff resources may be reviewed by the Tewin Landowners and the City as a result of the evolution of the work plan as it moves forward;
3. The staff resources financed by the Tewin Landowners shall remain under the regulatory authority of the City, notwithstanding that their funding is from the Tewin Landowners, and such positions shall report to the General Manager of their respective City departments and not to the Tewin Landowners;

4. The City staff financed by the Tewin Landowners will have the primary assignment of the expeditious and prioritized review of the work contained in Annexes 4 and 10;
5. The City shall provide an expeditious and prioritized review of documentation relating to the Tewin Project, which shall be delivered to the City on a timely basis and in a form and manner satisfactory to the City;
6. The staff resources financed by the Tewin Landowners will be fully financed by the Tewin Landowners.
7. The Tewin Project will comprise the highest priority for the identified staff positions financed by the Tewin Landowners.
8. The Tewin Landowners expressly acknowledge that the City does not have an alternative funding source for staff positions working on the Tewin Project, which staff positions shall rely solely on payments from the Tewin Landowners;

COMMUNITY DESIGN

9. The Tewin Landowners will provide financial support for one (1) dedicated Senior Full-Time Equivalent, CIPP 5, within the Planning, Real Estate and Economic Development Department. Such City Senior FTE will provide coordination and strategic direction for all relevant internal City departments, outside agencies and the internal consultant team of the Tewin Landowners.
10. The Tewin Project will comprise the highest priority for the identified staff person and the internal consultant team of the Tewin Landowners will have priority access to this staff person.
11. This financial support by the Tewin Landowners will commence as of January 1, 2022, which coincides with the work done to date by the City Senior FTE solely dedicated to the Tewin Project.

TRANSPORTATION PLANNING

12. The Tewin Landowners will provide financial support for one (1) dedicated Senior Full-Time Equivalent, CIPP 6. Such City Senior FTE will provide coordination and strategic direction for all relevant internal City departments, outside agencies and the internal consultant team of the Tewin Landowners.

13. The Tewin Project will comprise the highest priority for the identified staff person and the internal consultant team of the Tewin Landowners will have priority access to this staff person.
14. The financial support by the Tewin Landowners will begin as of the date of commencement of employment of the aforementioned Senior FTE position, which will coincide with the finalization of the Tewin work plan and process charts by the City for transportation in the Tewin Area.
15. No additional funding will be required from the Tewin Landowners for other transportation-related City staff members who may be involved in the Tewin Community Design Plan and the Secondary Plan from time to time.
16. In the event that certain components of the transportation studies' work plan require outside consultants with specialized expertise not covered by the Senior FTE position funded by the Tewin Landowners, the Tewin Landowners will fund an appropriate consultant, acting on behalf of the City, to undertake these specific analyses in order to expedite the City's technical review process. The terms of reference for such an assignment will be developed collaboratively by the City and the Tewin Landowners and the consultant's contract will be subject to the approval of the Tewin Landowners.
17. If the City is unable to hire a new dedicated Senior FTE as described in paragraph 12 above, the Tewin Landowners will fund an outside consultant to fulfill these responsibilities, pursuant to the terms of paragraph 16 above.

INFRASTRUCTURE PLANNING

18. The Tewin Landowners will provide financial support for one (1) dedicated Senior Full-Time Equivalent, CIPP 6. Such City Senior FTE will provide coordination and strategic direction for all relevant internal City departments, outside agencies and the internal consultant team of the Tewin Landowners.
19. The Tewin Project will comprise the highest priority for the identified staff person and the internal consultant team of the Tewin Landowners will have priority access to this staff person.

20. The financial support by the Tewin Landowners will begin as of the date of commencement of employment of the aforementioned Senior FTE position, which will coincide with the finalization of the Tewin work plan and process charts by the City for infrastructure in the Tewin Area.
21. No additional funding will be required from the Tewin Landowners for other infrastructure-related City staff members who may be involved in the Tewin Community Design Plan and the Secondary Plan from time to time.
22. In the event that certain components of the infrastructure studies' work plan require outside consultants with particular expertise not available within the City's resources, the Tewin Landowners will fund a consultant, acting on behalf of the City, to undertake these specific analyses in order to expedite the City's technical review process. The terms of reference for such an assignment will be developed collaboratively by the City and the Tewin Landowners and the consultant's contract will be subject to the approval of the Tewin Landowners.
23. If the City is unable to hire a new dedicated Senior FTE as described in paragraph 18 above, the Tewin Landowners will fund an outside consultant to fulfill these responsibilities, pursuant to the terms of paragraph 22 above.

FINANCIAL

24. The cost of each City Senior Full-Time Equivalent CIPP position includes the following components that the Tewin Landowners will pay:
 - (a) the salary (ranges as provided in Document 1 attached to this MOU), and any applicable overtime authorized on the same basis as for City staff not being funded by the Tewin Landowners;
 - (b) any pay increases for which the Senior FTE is eligible as an employee of the City;
 - (c) all leave entitlements in accordance with current City policy and applicable collective agreement or terms of employment;
 - (d) all benefit plan costs, or money in lieu of benefits for external hires (valued approximately at 26% of the salary); and

- (e) other direct costs associated with the position, including but not limited to information technology equipment, applicable software and ongoing charges and licences; provided that if any such equipment or charges and licences are shared with positions not funded by the Tewin Landowners the costs shall be prorated equitably.
25. The Tewin Landowners commit to funding the City Senior FTE positions for the duration of the Tewin Project, expected to be multiple years, until two (2) months following the adoption by Council of both the Community Design Plan and the Secondary Plan.
26. The City will invoice the Tewin Landowners on a quarterly basis, to be paid by the Tewin Landowners within 30 days, for the sum of:
- (a) costs of the active Senior Full-time Equivalent positions as detailed in paragraph 24 above;
 - (b) consultant costs in accordance with the consultants' contracts approved by the Tewin Landowners pursuant to paragraphs 16 and 22 above;
 - (c) Corporate Overhead, being 15% of the costs invoiced in (a) and (b);
- provided that all costs invoiced have actually been incurred and paid by the City and are supported by satisfactory written evidence confirming payment.
27. All costs invoiced to the Tewin Landowners are subject to applicable HST.
28. Late payments will be subject to interest in accordance with the interest policy of the City.
29. In case of early termination of this Agreement prior to the date for termination in paragraph 30, the Tewin Landowners will be responsible for the costs during the three month notice period referred to in paragraph 32 below.
30. The City will not charge a development application fee to Tewin Landowners for the City-initiated Official Plan Application (OPA) to implement the Tewin Secondary Plan and the removal of the new Official Plan's "New Neighbourhood Overlay" (Section 5.6.2.), given the financial contribution from Tewin Landowners towards dedicated City staff for the Tewin Project.

31. The studies to support the Secondary Plan and the Community Design Plan process will be funded by Tewin Landowners, except where specifically indicated in their respective separate Study Terms of References, currently under development.
32. Future development applications other than the OPA will require submission of application fees (i.e.; zoning by-law amendment, site plan control, plan of subdivision...).

TERMINATION AND AMENDMENT OF THE AGREEMENT

33. This MOU will be terminated two (2) months following the date that City Council adopts both the Community Design Plan and the Secondary Plan.
34. Should there be outstanding approvals that require an extension of the MOU beyond the date set in paragraph 30, both Parties shall agree in writing to extend all or part of this Agreement as required.
35. Notwithstanding paragraph 30, either Party may amend the date of termination of this Agreement on three (3) months notice in writing to the other Party.
36. In any other circumstance, should either Party wish to amend the terms of this Agreement, the consent and approval of the other Party will be required.

Future Cost Sharing Agreement

37. Landowners within the Tewin, shall enter into private agreement(s) to share costs associated which includes, but not limited to, the following:
 - (a) the preparation of the CDP, secondary plan and supporting studies;
 - (b) costs of the major infrastructure projects and associated studies and plans required for the development of the Tewin Area, which will be subject to a separate Tewin Financial MOU; and
 - (c) the dedication and costs of development of parklands, which will be subject to a separate Tewin Financial MOU.
38. The Landowner cost sharing agreement(s) will be lead and coordinated by the Tewin Landowners, and to be in place before the City approves any applications (or clearance of development conditions).

39. The Landowner cost sharing agreement(s), to be provided for the City for review and concurrence, will be built into the implementation of the Secondary Plan for the Tewin Area.
40. The City will require each owner to demonstrate that it has executed the Funding Agreement and any applicable Cost Sharing Agreement, or the other owner's consent to the owner proceeding in advance of the Cost Sharing Agreement being executed, as a condition of approval for all draft plan of subdivision and condominium, site plan and severance applications in the secondary plan area. A development condition shall require notification from the Administrator of the Tewin Area Landowner's that the owner is party to the relevant agreement(s) and has paid their share of any costs pursuant to the agreement(s) prior to registration.

GENERAL

41. Neither Party will be liable for failure to perform its obligations pursuant to this Agreement in the event of *Force Majeure*.
42. Despite the characterization of this Agreement as a memorandum of understanding, the Parties expressly state that the terms and conditions contained herein are legally binding and enforceable by either Party.
43. This MOU is not confidential and may be made public.
44. This MOU may be executed by the Parties in separate counterparts and delivered by electronic PDF transmission, each of which so executed and delivered shall be a duplicate original, but all such counterparts shall together constitute one and the same instrument. For any agreement the City has deemed to require registration on title in the Land Registry Office, the Parties agree that an original executed copy shall be provided to the City following receipt of the electronic PDF transmission. Such original copy shall be used for registration.

Execution Page :

Don Herweyer, Interim General Manager, PRED

A handwritten signature in blue ink, appearing to read "Don Herweyer", with a long horizontal flourish extending to the right.

Date: September 22, 2022

Wendy Stephanson, Chief Financial
Officer/Treasurer

A handwritten signature in black ink, appearing to read "Wendy Stephanson", with a long horizontal flourish extending to the right.

Date: September 23, 2022

David White, Solicitor

A handwritten signature in blue ink, appearing to read "David White", with a long horizontal flourish extending to the right.

Date: September 22, 2022

Execution Page :

A handwritten signature in black ink, appearing to be a stylized name with a large initial letter.

Date: March 8, 2023

ALGONQUINS OF ONTARIO REALTY CORP.

ANDERSON FAIRLAWN INC.

2595469 ONTARIO INC.

Document 1 – CIPP Salary ranges

Civic Institute of Professional Personnel (CIPP)

CITY OF OTTAWA
 1.75% Increase
 Effective January 1, 2022

Based on 35 hours per week

| | | 1 | 2 | 3 | 4 | 5 | 6 |
|-------------|-----------|---------------|---------------|---------------|---------------|---------------|---------------|
| PAY GRADE 1 | Annual | \$ 65,146.90 | \$ 67,745.86 | \$ 70,470.40 | \$ 73,322.34 | \$ 76,228.88 | \$ 79,273.74 |
| | Bi-weekly | \$ 2,505.65 | \$ 2,605.61 | \$ 2,710.40 | \$ 2,820.09 | \$ 2,931.88 | \$ 3,048.99 |
| | Hourly | \$ 35.796 | \$ 37.223 | \$ 38.720 | \$ 40.287 | \$ 41.884 | \$ 43.557 |
| PAY GRADE 2 | Annual | \$ 69,713.28 | \$ 72,494.24 | \$ 75,404.42 | \$ 78,452.92 | \$ 81,551.48 | \$ 84,824.74 |
| | Bi-weekly | \$ 2,681.28 | \$ 2,788.24 | \$ 2,900.17 | \$ 3,017.42 | \$ 3,136.98 | \$ 3,262.49 |
| | Hourly | \$ 38.304 | \$ 39.832 | \$ 41.431 | \$ 43.106 | \$ 44.814 | \$ 46.607 |
| PAY GRADE 3 | Annual | \$ 74,590.88 | \$ 77,566.58 | \$ 80,689.70 | \$ 83,949.32 | \$ 87,267.18 | \$ 90,759.78 |
| | Bi-weekly | \$ 2,868.88 | \$ 2,983.33 | \$ 3,103.46 | \$ 3,228.82 | \$ 3,356.43 | \$ 3,490.76 |
| | Hourly | \$ 40.984 | \$ 42.619 | \$ 44.335 | \$ 46.126 | \$ 47.949 | \$ 49.868 |
| PAY GRADE 4 | Annual | \$ 79,810.64 | \$ 82,992.00 | \$ 86,328.06 | \$ 89,815.18 | \$ 93,378.74 | \$ 97,111.56 |
| | Bi-weekly | \$ 3,069.64 | \$ 3,192.00 | \$ 3,320.31 | \$ 3,454.43 | \$ 3,591.49 | \$ 3,735.08 |
| | Hourly | \$ 43.852 | \$ 45.600 | \$ 47.433 | \$ 49.349 | \$ 51.307 | \$ 53.358 |
| PAY GRADE 5 | Annual | \$ 87,066.80 | \$ 90,643.18 | \$ 94,185.00 | \$ 97,997.90 | \$ 101,872.88 | \$ 105,951.30 |
| | Bi-weekly | \$ 3,348.80 | \$ 3,482.43 | \$ 3,622.60 | \$ 3,769.15 | \$ 3,918.18 | \$ 4,075.05 |
| | Hourly | \$ 47.840 | \$ 49.749 | \$ 51.750 | \$ 53.846 | \$ 55.974 | \$ 58.216 |
| PAY GRADE 6 | Annual | \$ 95,002.18 | \$ 98,789.60 | \$ 102,751.74 | \$ 106,914.08 | \$ 111,145.58 | \$ 115,591.84 |
| | Bi-weekly | \$ 3,653.93 | \$ 3,799.60 | \$ 3,951.99 | \$ 4,112.08 | \$ 4,274.83 | \$ 4,445.84 |
| | Hourly | \$ 52.199 | \$ 54.280 | \$ 56.457 | \$ 58.744 | \$ 61.089 | \$ 63.512 |
| PAY GRADE 7 | Annual | \$ 106,775.76 | \$ 111,038.20 | \$ 115,495.38 | \$ 120,174.60 | \$ 124,930.26 | \$ 129,931.62 |
| | Bi-weekly | \$ 4,106.76 | \$ 4,270.70 | \$ 4,442.13 | \$ 4,622.10 | \$ 4,805.01 | \$ 4,997.37 |
| | Hourly | \$ 58.668 | \$ 61.010 | \$ 63.459 | \$ 66.030 | \$ 68.643 | \$ 71.391 |

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