

By-Law No. 2018-136

A by-law of the City of Ottawa to designate certain lands as a municipal capital facility

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If you end up asking for a copy of a by-law OttWatch doesn't have yet, please ask the Clerk's office to cc: kevino@kevino.net when they email it to you. You'd be doing the entire community a favour!

Enacted On: 2018-05-09

OttWatch Bylaw Reference: <http://ottwatch.ca/bylaws/2018-136>

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BY-LAW NO. 2018 - 136

A by-law of the City of Ottawa to designate certain lands as a municipal capital facility.

WHEREAS Section 110 of the *Municipal Act, 2001*, S.O., 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 within the classes of lands described in Ontario Regulation 603/06 as a municipal capital facility and may exempt the facilities from taxation for municipal and school purposes;

AND WHEREAS 3929 Carp Road is the location of municipal capital facilities, where the property is used as a cultural, recreational and tourist facilities, to operate a community museum for the purposes of the City and for public use;

AND WHEREAS the City and Diefenbunker Museum have entered into a Municipal Capital Facilities Agreement substantially in the form attached as Schedule "B" describing the facilities used for cultural purposes, for the purposes of the City and for public use, to be exempt from taxes for municipal and school purposes;

AND WHEREAS City Council, on April 11, 2018 approved an extension to the existing Municipal Capital Facilities Agreement until May 31, 2018 and on May 9, 2018 City Council approved a further extension the above Agreement and the passing of a by-law to designate 3929 Carp Road as a municipal capital facilities until December 31, 2038;

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

1. The Council hereby designates the facilities more particularly described on Schedule "A" (the "Lands") and all improvements thereto located at 3929 Carp Road in the City of Ottawa and as municipal capital facilities for cultural purposes of the City and confirms the Agreement between the City and Diefenbunker Museum, by which such designation is implemented, and which Agreement is attached as Schedule "B" to this by-law.

2. The municipal capital facilities located on the Lands are used for the purposes of the City for cultural purposes are hereby exempted from taxation for municipal and school purposes for the period of May 1, 2018 to December 31, 2038 or until such time as the City ceases to use the Lands as a municipal capital facility as that term is defined in Ontario Regulation 603/06, whichever occurs first.

ENACTED AND PASSED this 9th day of May, 2018.

CITY CLERK

MAYOR

SCHEDULE "A"

Lands municipally known as 3929 Carp Road
PIN 04543-0096

SCHEDULE "B"

MUNICIPAL CAPITAL FACILITY AGREEMENT

THIS AGREEMENT dated the day of , 2018.

BETWEEN:

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

AND:

DIEFENBUNKER, CANADA'S COLD WAR MUSEUM
MUSEE CANADIEN DE LA GUERRE FROIDE
(hereinafter referred to as "Museum")

WHEREAS:

- A. The Township of West Carleton conveyed to the Museum the lands upon which the Diefenbunker Museum are located, known municipally as 3929 Carp Road, which lands are more particularly described in Annex "A" hereto (the "Lands") conditional upon an option to repurchase;
- B. The Museum wishes to continue to operate the Lands as a community museum for the purposes of the City and for public use;
- C. The City has agreed to extend the designation of the Lands as municipal capital facilities, as the Lands are used for cultural, recreational and tourist facility, as a community museum for the purposes of the City and for public use;
- C. The Museum wishes, pursuant to Section 110 of the Municipal Act, 2001, to enter into an Agreement with the City for use of the Lands as municipal capital facilities and to extend the City's option to repurchase the lands; and
- 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 municipal cultural purposes, thus qualifying the Lands as cultural purpose class of municipal capital facilities 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 will by by-law (substantially in the form attached as Annex "B") designate the Lands a municipal capital facilities.

TERM

2. The term of this Agreement and the designation of the Lands as municipal capital facilities shall be from May 1, 2018 to the earliest of:
 - (a) December 31, 2038; and
 - (b) the day the Museum cease to use the Lands;
 - (c) the day the City ceases to use the Lands as municipal capital facilities as that term is described in Ontario Regulation 603/06 or amendments thereto.

TAX EXEMPTION

3. Pursuant to subsection 110(6) of the Municipal Act, 2001, the Lands shall be exempt 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 proposed by-law shall in any way affect the zoning of the Lands or the permitted uses of the Lands under applicable laws.

OPTION TO REPURCHASE

5. The Museum agrees not to sell the Lands without first giving the City the option to re-purchase the Property, free from encumbrances, at the price not exceeding the original purchase price of the Property, being the sum of One Dollar (\$1.00).

INDEMNITY

6. The Museum shall indemnify and save harmless the City from all claims for personal injury or property damage by whomever made arising out of the use of the Lands at any time howsoever caused.

INSURANCE

7. The Museum shall keep in force during the term of this Agreement, insurance against claims for personal injury, death or property damage against third party or public liability claims arising from any accident or occurrence on the Lands from any cause to an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence.

REGISTRATION

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

OBLIGATIONS AS COVENANTS

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

ENTIRE AGREEMENT

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

ENUREMENT

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

PARTIAL INVALIDITY

12. 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

13. 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:
Title:

DIEFENBUNKER MUSEUM

Per: _____

Name:

Title:

I have authority to bind the Museum.

Annex "A"

Lands municipally known as 3929 Carp Road
PIN 04543-0096

Annex "B"

Municipal Capital Facilities By-law

BY-LAW NO. 2018 - 136

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A by-law of the City of Ottawa to designate 3929 Carp Road as a municipal capital Facility.

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Enacted by City Council at its meeting of May 9, 2018.

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LEGAL SERVICES
jmp – L02-02-MUSE

COUNCIL AUTHORITY
City Council – April 11, 2018
FEDCO Report 33, Item 8

City Council – May 9, 2018
Bulk Consent Agenda Item G
(FEDCO Report No. 34)