

**Report to/Rapport au :****Community and Protective Services Committee  
Comité des services communautaires et de protection****and Council / et au Conseil****06 March 2008/ le 6 mars 2008****Submitted by/Soumis par : Steve Kanellakos, Deputy City Manager/Directeur municipal adjoint,****Community and Protective Services/Services communautaires et de protection**

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Gloucester-South Nepean (22),  
Rideau-Goulbourn (21)

Ref N°: ACS2008-CPS-PAR-0002

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**SUBJECT: BERYL GAFFNEY PARK MASTER PLAN UPDATE****OBJET : MISE À JOUR DU PLAN DIRECTEUR DU PARC BERYL-GAFFNEY****REPORT RECOMMENDATION**

**That the Community and Protective Services Committee and Council receive this report for information.**

**RECOMMANDATION DU RAPPORT**

**Que le Comité des services communautaires et de protection et le Conseil prennent connaissance du présent rapport à titre d'information.**

**EXECUTIVE SUMMARY**

In 2006, Council approved the building of a headquarters facility within Beryl Gaffney Park for the Rideau Valley Conservation Authority (RVCA). One of the requirements to staff included "A Park Development Framework Agreement applicable to the greater Beryl Gaffney Park that provides for the RVCA to remit \$32,000 to the City annually for 20 years to be spent on park development with a revised Park Development Master Plan to be brought back to Committee and Council.

The updated Beryl Gaffney Park master plan, includes a forecasted development schedule for priority items within the plan and the revisions needed to clearly demonstrate existing conditions and the new RVCA building as proposed by Parks and Recreation Branch. A draft of the updated master plan was presented to Parks and Recreation Advisory Committee (PRAC) on January 22nd, 2008. A public consultation open house was held on January 31st,

2008 at the RVCA building in the park. The RVCA contribution of \$32,000 per year will be invoiced at the beginning of each year throughout the term of the agreement.

## RÉSUMÉ

En 2006, le Conseil a approuvé la construction de l'administration centrale de l'Office de protection de la nature de la vallée Rideau dans le parc Beryl-Gaffney. Selon une des conditions d'approbation de cette construction, le personnel devait conclure une entente cadre d'aménagement portant sur l'ensemble du parc Beryl-Gaffney aux termes de laquelle l'Office de protection de la nature aurait à verser à la Ville la somme de 32 000 \$ par année pendant 20 ans pour l'aménagement du parc. Un plan directeur révisé pour l'aménagement du parc devait à cet égard être soumis au Comité et au Conseil.

Le Plan directeur révisé du parc Beryl-Gaffney indique le calendrier d'aménagement prévu pour différents éléments prioritaires. Il tient également compte des révisions nécessaires pour illustrer clairement l'état actuel du parc et la nouvelle administration centrale, ainsi que le proposait la Direction des parcs et loisirs. La version préliminaire du Plan directeur mis à jour a été présentée au Comité consultatif sur les parcs et loisirs le 22 janvier 2008. Une séance de consultation publique a eu lieu le 31 janvier 2008 dans les locaux de la nouvelle administration centrale de l'Office, à l'intérieur même du parc. La somme de 32 000 \$ prévue à l'entente sera facturée à l'Office de protection de la nature de la vallée Rideau au début de chaque année, pendant toute la durée de l'entente.

## BACKGROUND

At its meeting of July 11, 2006, Council directed staff to finalize negotiations and implement agreements for the Rideau Valley Conservation Authority (RVCA) to construct a new headquarters facility within Beryl Gaffney Park.

One of the requirements to staff included "A Park Development Framework Agreement applicable to the greater Beryl Gaffney Park that provides for the RVCA to remit \$32,000 to the City annually for 20 years to be spent on park development with a revised Park Development Master Plan to be brought back to the Health, Recreation and Social Services Committee in 2007."

This report provides Committee with the updated Beryl Gaffney Park master plan as requested, and includes a forecasted development schedule for priority items within the plan.

## DISCUSSION

In 1999, the City of Nepean produced the "Beryl Gaffney Park Final Report" that was endorsed by the Council of the day. This report included the Park Development Master Plan and some preliminary costing of various elements. The 1999 plan had been subject to a wide range of community consultation, and the final result called for a primarily passive park to be developed with strong consideration for group picnics, trail systems, adventure playgrounds and some limited water based activities. All park development was to be sensitive to and fit within a more natural area instead of a traditional destination park such as Andrew Haydon

Park. The Beryl Gaffney Park Final Report also recognized the potential relocation of RVCA offices into the park.

The 1999 report identified an estimated cost of \$4 million to complete the works identified on the plan and recommended that at least half the cost would come through unspecified partnerships, promotions, sponsorship, fundraising and community collaboration. Approximately \$1 million in City funds was set aside to initiate preliminary works and to ensure that some "seed money" was held. To date, approximately \$680,000 in park development has progressed on trail system construction, limited public parking facilities, vault toilets, pedestrian bridges and signage. Furthermore, RVCA's new facility occupies approximately 14 acres of what can now be considered "finished" park land.

Our partnership with RVCA at this site now generates \$32,000 annually in support of park development on the rest of the property and the Parks and Recreation Branch is to match this amount. This is insufficient funding to complete every item shown on the original plan, but it does allow for traditional items such as group picnic areas, that are expected to be of greatest benefit. A clause in the agreement with RVCA also requires that RVCA actively seeks sponsorship and other funding opportunities for additional park development.

In our review of the original plan, complete with the addition of RVCA and "as-built" park development to date, Parks and Recreation has proposed that no substantive change to the original plan is needed. The updated master plan, including the revisions needed to clearly demonstrate existing conditions and the new RVCA building as proposed by Parks and Recreation Branch, was subjected to community consultation and an open house held on January 31st, 2008, at the RVCA Centre in the park. While no comment cards were filled out, there was general acceptance of the plan by those who attended. Some verbal recommendations were received to limit signage as much as possible, and various attendees expressed interest in development year(s) of particular items such as picnic areas that were of particular interest to them. Therefore, Parks and Recreation plans to pursue limited park development within the original context with available funding and on those facilities that are of greatest public benefit. Primary focus will be to open up group picnic areas complete with shelters, trails and lighting over the 20 years.

The agreement with RVCA permits either party to advance yearly funding at its discretion. The existing \$320,000 park development balance is intended to represent Ottawa's contribution to the development for the first 10 years of the agreement. Documents 3 and 4 outline the itemized project funding and planned expenditures by projected year. These documents are not intended to "cast in stone" the precise item or year of development, rather it is a guiding document to provide our expectations for this site over time.

Currently, Management of the park is divided between Surface Operations and RVCA along the leased area boundary. There is no proposal to change this at this time, however, park management will be reviewed, as development progresses and user attendance increases, over the coming years.

## CONSULTATION

A draft of the updated master plan was presented to Parks and Recreation Advisory Committee on January 22nd, 2008.

A public consultation open house was held on January 31st, 2008 at the RVCA building in the park. The open house was advertised in the Ottawa Citizen, Le Droit, Manotick Messenger and Barrhaven Independent, additional copies of the advertisements were dropped off to local residents abutting the park. Attendees were given opportunity to view the original 1999 Beryl Gaffney Park Master Plan, the 2008 Revised Park Master Plan (Document 2), the Revised Project Budget (Document 3), and the Year by Year Development Forecast (Document 4). An estimated 20 people attended and no comment cards were filled out. Subsequent to the open house, a copy of the draft revised development plan and budget was circulated to the Nichol's Island Community Association.

### FINANCIAL IMPLICATIONS

\$320,000 representing the City's contribution for the first 10 years of the agreement is funded through the Parks & Recreation capital budget. The RVCA contribution of \$32,000 per year will be invoiced on January 1st of every year throughout the term of the agreement.

Parks and Recreation will identify \$32,000 per year funding starting in 2017 until end of agreement term.

### CITY STRATEGIC DIRECTIONS

This report supports the following City Strategic Priorities:

City Strategic Direction – Priority E. Sustainable Healthy and Active City – Objective 1: *Support recreational facilities and programming to match the population growth.*

### SUPPORTING DOCUMENTATION

Document 1: Original Council Report RVCA Partnership

Document 2: [Revised Master Plan](#)

Document 3: [Revised Project Budget](#)

Document 4: [Year by Year Development Forecast](#)

### DISPOSITION

Community and Protective Services Department to action any direction received as part of Committee's consideration of this report.

### DOCUMENT 1

**CORPORATE SERVICES AND ECONOMIC  
ORGANISATIONNELS  
DEVELOPMENT COMMITTEE  
ÉCONOMIQUE  
REPORT 51  
51**

**COMITÉ DES SERVICES  
ET DU DÉVELOPPEMENT  
RAPPORT**

**11. RIDEAU VALLEY CONSERVATION AUTHORITY - NEW HEADQUARTERS IN BERYL GAFFNEY PARK**

**NOUVEAU BUREAU CENTRAL AU PARC BERYL-GAFFNEY POUR L'OFFICE DE PROTECTION DE LA NATURE DE LA VALLÉE RIDEAU**

**COMMITTEE RECOMMENDATIONS AS AMENDED**

**That Council approve:**

- 1. The framework for agreement between the City and the Rideau Valley Conservation Authority (RVCA), attached as document 1, including the following elements:
  - a) A Ground Lease Agreement providing for the leasing of approximately 12.5 acres of land within Beryl Gaffney Park at a nominal rate of \$1 per year.**
  - b) A Building Development, Construction and Lease Agreement providing for funding by the City of the construction of the new RVCA headquarters to a maximum of \$5.6 million, a 20 year lease with an option to purchase at the end of the term for a nominal amount and rent during the term of the lease calculated to cover the City's annual debt charges.**
  - c) A Municipal Capital Facility Agreement to designate the land and buildings for municipal purposes related to water, sewage, flood control and recreational purposes, with the land and building to be exempted from municipal and school property taxation and an exemption from the payment of development charges.**
  - d) A Park Development Framework Agreement applicable to the greater Beryl Gaffney Park that provides for the RVCA to remit \$32,000 to the City annually for 20 years to be spent on park development with a revised Park Development Master Plan to be brought back to the Health, Recreation and Social Services Committee in 2007.****
- 2. That the Deputy City Manager, Community and Protective Services, be delegated authority to finalize the negotiations, conclude and execute all necessary Agreements in accordance with the framework contained in Document 1.**
- 3. The designation of the site in Beryl Gaffney Park as described in Document 2, including the new building, as a Municipal Capital Facility as permitted under Section 110 of the Municipal Act, 2001 and Ontario Regulation 46/94 and that this designation be implemented by way of Municipal Capital Facility Agreement that contains the terms outlined in Document 1 and that after execution of the agreement by the City and the RVCA, a by-law designating the site as a municipal capital facility be presented to Council for enactment.**
- 4. Approve that the City Treasurer be authorized to issue a debenture in an amount not to exceed \$5.6 million to fund the construction of the building.**
- 5. Approve a grant to the RVCA equivalent to the building permit fees for the construction of the building.**

**6. Whereas the RVCA Best Use study for Dickinson Square clearly indicates that the community preference is that these significant buildings, which are an integral park of the Manotick Community, remain in public ownership; and,**

**Whereas the City of Ottawa has a primary interest in doing everything possible to ensure public ownership of the properties; and,**

**Be it resolved that recommendation 6 of the report be replaced with the following:**

- **That recommendations 1 through 5 be approved conditional on the RVCA providing at nominal consideration to the City of Ottawa an "Option to Purchase" the Dickinson Square properties at fair market value for a period up to a maximum of 18 months; and,**
- **That Staff enter into discussions with the RVCA, the Dickinson Square Heritage Management (Inc.), and the broader community in order to develop options that provide for the property to remain under public ownership and to report back to Committee and Council at least 6 months prior to the expiration of the option period.**

**7. That the following motion from the Arts, Heritage and Culture Advisory Committee be referred to staff, for further review as part of the discussions with the RVCA, the Dickinson Square Heritage Management (Inc.) and the broader community in order to develop options that provide for the property to remain under public ownership and to report back to Committee and Council at least six months prior to the expiration of the option period:**

*Whereas AHCAC has been kept informed of Dickinson Square Heritage Management Inc.'s efforts to ensure public ownership and community use of the five heritage buildings to be vacated in 2007 by the Rideau Valley Conservation Authority;*

*And whereas the Rideau Valley Conservation Authority's board has recently approved a sequence of recommendations by Commonwealth Historic Management Ltd, in its "Best Use" study of the buildings, the first recommendation (or option) beginning as follows:*

*"The clear preference of the community is for the Dickinson Square site in its entirety to remain in community use – meaning being acquired by the City of Ottawa. Accordingly, the RVCA should first approach the City to discuss the plausibility of this scenario....."*

*Therefore this committee supports in principle the proposal of Dickinson Square Heritage Management Inc. for the City to assume ownership of the five heritage buildings and the open spaces amongst and around them (Watson's Mill, Dickinson House, the Carriage Shed, the Ayers Building and the Weaver's House) to ensure the Square's future as a unique industrial heritage site, a centre for community arts and cultural activities -*

*and an outdoor gathering place and performance space which has existed for 150 years.*

#### **RECOMMANDATIONS MODIFIÉES DU COMITÉ**

**Que le Conseil approuve :**

- 1. L'accord-cadre entre la Ville et l'Office de protection de la nature de la vallée Rideau (OPNVR), constituant le document 1 ci-annexé, y compris ses composantes suivantes :**
  - a) Un accord de bail foncier prévoyant la location, pour un loyer symbolique de 1 \$ par année, d'un terrain d'environ 12,5 acres à l'intérieur du parc Beryl-Gaffney;**
  - b) Un accord d'aménagement, de construction et de location d'immeuble prévoyant le financement par la Ville, jusqu'à hauteur de 5,6 millions de dollars, de la construction du nouveau bureau central de l'OPNVR, un bail de location à loyer symbolique d'une durée de 20 ans assorti d'une option d'achat à son terme et une rente, pendant la période du bail, calculée pour couvrir les frais annuels de la dette de la Ville;**
  - c) Un accord d'immobilisation municipale désignant le terrain et l'immeuble comme bien municipal aux fins des services d'aqueduc et d'égouts, de la lutte contre les inondations et des activités récréatives, le terrain et l'immeuble devant être exonérés des taxes foncières municipales et scolaires ainsi que des redevances d'aménagement;**
  - d) Un accord d'aménagement de parc visant l'ensemble du parc Beryl-Gaffney et prévoyant le versement par l'OPNVR à la Ville d'une somme de 32 000 \$ par année pendant 20 ans aux fins d'aménagement du parc, le plan directeur révisé d'aménagement du parc devant être présenté au Comité de la santé, des loisirs et des services sociaux en 2007.**
- 2. La délégation au directeur municipal adjoint, Services communautaires et de protection, du pouvoir de négocier, de conclure et de passer tout accord nécessaire, en conformité avec l'accord-cadre constituant le document 1.**
- 3. La désignation du terrain et du nouvel immeuble dans le parc Beryl-Gaffney, décrits dans le document 2, en tant qu'immobilisation municipale, comme l'autorisent l'article 110 de la *Loi de 2001 sur les municipalités* et le Règlement de l'Ontario 46/94, laquelle désignation sera mise en application au moyen d'un accord d'immobilisation municipale reprenant les conditions énoncées dans le document 1 et, après passation de l'accord par la Ville et l'OPNVR, la présentation au Conseil d'un projet de règlement municipal désignant le terrain et l'immeuble comme immobilisation municipale.**
- 4. Approuve l'émission par le trésorier municipal d'une débenture qui ne dépassera pas 5,6 millions de dollars pour financer la construction de l'immeuble.**
- 5. Approuve l'octroi d'une subvention à l'OPNVR équivalente aux droits exigibles pour le permis de construire de l'immeuble.**

6. Attendu que l'étude de meilleure utilisation de la place Dickinson, réalisée par l'OPNVR, indique clairement que les habitants de Manotick souhaitent que ces immeubles particuliers qui font partie intégrante de leur collectivité demeurent un bien public;

Attendu que la Ville d'Ottawa a manifestement intérêt à prendre toutes les mesures voulues pour que ces biens immeubles demeurent publics;

Il est résolu que la recommandation 6 du rapport soit remplacée par ce qui suit :

- Que les recommandations 1 à 5 soient approuvées à la condition que l'OPNVR offre à la Ville d'Ottawa pour une contrepartie nominale un droit de préemption d'une durée maximale de 18 mois pour l'acquisition éventuelle des biens immeubles de la place Dickinson selon leur juste valeur marchande;
  - Que le personnel municipal entame des discussions avec l'OPNVR, la société Dickinson Square Heritage Management (Inc.) et la population en général dans le but de définir des options pour que les immeubles demeurent des biens publics, et qu'il en fasse rapport au Comité et au Conseil au plus tard six mois avant l'expiration du droit de préemption.
7. Que la motion suivante du Comité consultatif des arts, du patrimoine et de la culture soit renvoyée au personnel municipal pour qu'il en tienne compte lors des discussions avec l'OPNVR, la société Dickinson Square Heritage Management (Inc.) et la population en général dans le but de définir des options pour que les immeubles demeurent des biens publics et d'en faire rapport au Comité et au Conseil au plus tard six mois avant l'expiration du droit de préemption :

*Attendu que le CCAPC a été tenu au courant des efforts déployés par Dickinson Square Heritage Management Inc. pour que les cinq immeubles du patrimoine que l'Office de protection de la nature de la vallée Rideau doit quitter en 2007 demeurent des biens publics à la disposition de la communauté;*

*Attendu que les administrateurs de l'Office de protection de la nature de la vallée Rideau ont entériné dernièrement une suite de recommandations en marge de son étude « de meilleure utilisation » des immeubles, la première recommandation (ou option) commençant par ce qui suit :*

*« Les habitants de la localité souhaitent clairement que tous les immeubles de la place Dickinson demeurent à la disposition de la collectivité – c'est-à-dire qu'ils soient acquis par la Ville d'Ottawa. Il convient donc que l'OPNVR s'adresse d'abord à la Ville pour discuter de la réalisation possible de ce scénario [...]. »*

À ces causes, le Comité appuie en principe la proposition de Dickinson Square Heritage Management Inc. invitant la Ville à acquérir les cinq immeubles du patrimoine et les espaces ouverts attenants (moulin Watson, maison Dickinson, hangar des voitures (Carriage Shed), immeuble Ayers et maison du tisserand (Weaver's House), pour que la place demeure un site unique du patrimoine industriel, un centre pour les activités artistiques et culturelles de la localité – et un lieu de rassemblement et de manifestations en plein air tel qu'il existe depuis 150 ans.

#### DOCUMENTATION

1. Community and Protective Services, Deputy City Manager's report dated 22 June 2006 (ACS2006-CPS-PAR-0008).
2. Extract of Draft Minute, 04 July 2006.

#### **Report to/Rapport au:**

**Corporate Services and Economic Development Committee  
Comité des services organisationnels et du développement économique**

**and Council / et au Conseil**

**22 June 2006 / le 22 juin 2006**

**Submitted by/Soumis par: Steve Kanellakos, Deputy City Manager/Directeur municipal adjoint,**

**Community and Protective Services/Services communautaires et de protection**

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City-Wide/ Portée générale

Ref N°: ACS2006-CPS-PAR-0008

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**SUBJECT: RIDEAU VALLEY CONSERVATION AUTHORITY - NEW HEADQUARTERS IN BERYL GAFFNEY PARK**

**OBJET: NOUVEAU BUREAU CENTRAL AU PARC BERYL-GAFFNEY POUR L'OFFICE DE PROTECTION DE LA NATURE DE LA VALLÉE RIDEAU**

#### **REPORT RECOMMENDATIONS**

**That the Corporate Services and Economic Development Committee recommend that Council approve:**

1. **The Framework for Agreement between the City and the Rideau Valley Conservation Authority (RVCA), attached as Document 1, including the following elements:**
  - a) **A Ground Lease Agreement providing for the leasing of approximately 12.5 acres of land within Beryl Gaffney Park at a nominal rate of \$1 per year.**
  - b) **A Building Development, Construction and Lease Agreement providing for funding by the City of the construction of the new RVCA headquarters to a maximum of \$5.6 million, a 20 year lease with an option to purchase at the end of the term for a nominal amount and rent during the term of the lease calculated to cover the City's annual debt charges.**
  - c) **A Municipal Capital Facility Agreement to designate the land and buildings for municipal purposes related to water, sewage, flood control and recreational purposes, with the land and building to be exempted from municipal and school property taxation and an exemption from the payment of development charges.**
  - d) **A Park Development Framework Agreement applicable to the greater Beryl Gaffney Park that provides for the RVCA to remit \$32,000 to the City annually for 20 years to be spent on park development with a revised Park Development Master Plan to be brought back to the Health, Recreation and Social Services Committee in 2007.**
2. **That the Deputy City Manager, Community and Protective Services, be delegated authority to finalize the negotiations, conclude and execute all necessary Agreements in accordance with the framework contained in Document 1.**
3. **That Council designate the site in Beryl Gaffney Park as described in Document 2, including the new building, as a Municipal Capital Facility as permitted under Section 110 of the Municipal Act, 2001 and Ontario Regulation 46/94 and that this designation be implemented by way of Municipal Capital Facility Agreement that contains the terms outlined in Document 1 and that after execution of the agreement by the City and the RVCA, a by-law designating the site as a municipal capital facility be presented to Council for enactment.**
4. **That the City Treasurer be authorized to issue a debenture in an amount not to exceed \$5.6 million to fund the construction of the building.**
5. **A grant to the RVCA equivalent to the building permit fees for the construction of the building.**
6. **That staff review options contained in the RVCA Best Use Study for Dickinson Square, in the context of the City's Official Plan provisions and program needs, with a report back to Committee and Council in 2007 respecting the disposition of the current RVCA buildings.**

### **RECOMMANDATIONS DU RAPPORT**

**Que le Comité des services organisationnels et du développement économique recommande au Conseil d'approuver :**

1. **L'accord-cadre entre la Ville et l'Office de protection de la nature de la vallée Rideau (OPNVR), constituant le document 1 ci-annexé, y compris ses composantes suivantes :**
  - a) **Un accord de bail foncier prévoyant la location, pour un loyer symbolique de 1 \$ par année, d'un terrain d'environ 12,5 acres à l'intérieur du parc Beryl-Gaffney;**
  - b) **Un accord d'aménagement, de construction et de location d'immeuble prévoyant le financement par la Ville, jusqu'à hauteur de 5,6 millions de dollars, de la construction du nouveau bureau central de l'OPNVR, un bail de location à loyer symbolique d'une durée de 20 ans assorti d'une option d'achat à son terme et une rente, pendant la période du bail, calculée pour couvrir les frais annuels de la dette de la Ville;**
  - c) **Un accord d'immobilisation municipale désignant le terrain et l'immeuble comme bien municipal aux fins des services d'aqueduc et d'égouts, de la lutte contre les inondations et des activités récréatives, le terrain et l'immeuble devant être exonérés des taxes foncières municipales et scolaires ainsi que des redevances d'aménagement;**
  - d) **Un accord d'aménagement de parc visant l'ensemble du parc Beryl-Gaffney et prévoyant le versement par l'OPNVR à la Ville d'une somme de 32 000 \$ par année pendant 20 ans aux fins d'aménagement du parc, le plan directeur révisé d'aménagement du parc devant être présenté au Comité de la santé, des loisirs et des services sociaux en 2007.**
2. **La délégation au directeur municipal adjoint, Services communautaires et de protection, du pouvoir de négocier, de conclure et de passer tout accord nécessaire, en conformité avec l'accord-cadre constituant le document 1.**
3. **La désignation du terrain et du nouvel immeuble dans le parc Beryl-Gaffney, décrits dans le document 2, en tant qu'immobilisation municipale, comme l'autorisent l'article 110 de la *Loi de 2001 sur les municipalités* et le Règlement de l'Ontario 46/94, laquelle désignation sera mise en application au moyen d'un accord d'immobilisation municipale reprenant les conditions énoncées dans le document 1 et, après passation de l'accord par la Ville et l'OPNVR, la présentation au Conseil d'un projet de règlement municipal désignant le terrain et l'immeuble comme immobilisation municipale.**
4. **L'émission par le trésorier municipal d'une débenture qui ne dépassera pas 5,6 millions de dollars pour financer la construction de l'immeuble.**
5. **L'octroi d'une subvention à l'OPNVR équivalente aux droits exigibles pour le permis de construire de l'immeuble.**
6. **L'examen par le personnel municipal des options contenues dans l'étude de meilleure utilisation de la place Dickinson, réalisée par l'OPNVR, à la lumière des dispositions du Plan officiel de la Ville et des besoins des programmes, lequel examen fera l'objet en 2007 d'un rapport au Comité et au Conseil quant à l'aliénation des immeubles actuels de l'OPNVR.**

## **EXECUTIVE SUMMARY**

Conservation Authorities are local, watershed-based environmental agencies established to provide environmental protection and water resource management.

The Rideau Valley Conservation Authority (RVCA) works in cooperation with 18 municipalities, cities, towns and villages located within the watershed area. Each municipality contributes to the operating costs of the RVCA through a levy on the municipal tax bill based on current value assessment. Because of its large assessment, residents of the City of Ottawa contribute 90% of the levy revenue collected from municipalities.

The RVCA has outgrown its administrative headquarters in Manotick. The RVCA conducted a business case for a new headquarters that considered potential locations as well as the options of leasing, renting, or owning space. The study identified that a new, single-headquarter building located within the City-owned Beryl Gaffney Park represents the most feasible and economic option to solve their office space needs at least potential cost to Ottawa ratepayers.

Because Ottawa residents contribute 90% of the tax levy, it is financially beneficial to Ottawa taxpayers for the City to work with RVCA to assist in keeping costs incurred by the organization to a minimum.

Accordingly, at its meeting of July 13, 2005 City Council approved a report that authorized City staff to proceed with the negotiations with the RVCA including financing options for the new headquarters. Negotiations were also to include tax relief, and potential waiving of development charges as well as potential contributions from the RVCA including park development enhancements and maintenance options.

This report provides the results of negotiations with the RVCA and outlines details of the financial arrangements and leasing agreements to be finalized by staff as well as value added park development contributions to be reported back to the Health, Recreation and Social Services Committee as part of a revised Park Development Master Plan.

Given that the facility will not be complete until **the fourth quarter of 2007**, the Department proposes to report back in **the summer of 2007** with options respecting the disposition of current RVCA buildings based on review of the RVCA Best Use Study, in the context of the City's Official Plan provisions and program needs.

## RÉSUMÉ

Les offices de protection de la nature sont des organismes locaux chargés, dans un bassin versant donné, de la protection de l'environnement et de la gestion des ressources en eau.

L'Office de protection de la nature de la vallée Rideau (OPNVR) collabore avec 18 municipalités, villes et villages situés dans son bassin versant. Chacune des municipalités assume une part des coûts de fonctionnement de l'OPNVR par le truchement d'un prélèvement d'impôts sur les factures de taxes municipales, qui sont basées sur la valeur foncière actuelle. Du fait de l'importance de l'assiette foncière d'Ottawa, 90 % des revenus de l'OPNVR provenant des prélèvements d'impôts auprès des municipalités sont à la charge des résidents d'Ottawa.

Manquant d'espace dans son bureau central à Manotick, l'OPNVR a mené une analyse de rentabilisation pour un nouveau bureau central dans laquelle il a examiné divers emplacements ainsi que les options de crédit-bail, de location et d'achat. Cette étude a établi que la construction d'un seul bureau central à l'intérieur du parc municipal Beryl-Gaffney constituait l'option la plus réalisable et la plus économique pour répondre aux besoins d'espace de bureau et la moins onéreuse éventuellement pour les contribuables d'Ottawa.

Comme les résidents d'Ottawa comptent pour 90 % des prélèvements d'impôts de l'OPNVR, il est financièrement avantageux pour les contribuables d'Ottawa que la Ville collabore avec l'OPNVR pour aider à contenir les coûts de cet organisme.

C'est pourquoi le Conseil municipal, à sa réunion du 13 juillet 2005, approuvait un rapport autorisant le personnel municipal à entreprendre des négociations avec l'OPNVR portant, entre autres, sur les options de financement du nouveau bureau central. Les négociations devaient aussi aborder les questions d'un allègement fiscal et d'une éventuelle dispense des redevances d'aménagement au profit de l'OPNVR, ainsi que des éventuelles contributions de l'OPNVR, au chapitre notamment d'un aménagement plus poussé et de l'entretien du parc.

Le présent rapport fait état des résultats de ces négociations avec l'OPNVR et des détails des arrangements financiers et des accords de location qui devront être finalisés par le personnel municipal de même que des contributions qui ajouteront de la valeur à l'aménagement du parc, lesquelles feront l'objet d'un rapport au Comité de la santé, des loisirs et des services sociaux dans le cadre de la révision du plan directeur d'aménagement du parc.

Étant donné que cette installation ne sera pas achevée avant le dernier trimestre de 2007, le Service propose de présenter en été 2007, après s'être penché sur l'étude de meilleure utilisation réalisée par l'OPNVR, un rapport contenant des options quant à l'aliénation des immeubles actuels de l'OPNVR à la lumière des dispositions du Plan officiel de la Ville et des besoins des programmes.

## BACKGROUND

Conservation Authorities are local, watershed-based environmental agencies who receive the majority of their funding through a levy on the municipal tax bill. The provincial Conservation Authorities Act provides the regulation to establish a Conservation Authority within a specific watershed area to undertake programs of natural resource management.

The RVCA has outgrown its administrative headquarters in Manotick. The existing facilities include seven separate buildings, four owned and three rented by the RVCA, that house 60 staff. Continued urban growth, expansion of mandate and passage of time have all lead to a requirement for Rideau Valley Conservation Authority (RVCA) to relocate to a new facility to meet their growing needs.

The RVCA conducted a "Needs Analysis, Site Options and Business Case" study for a new headquarters that considered potential locations as well as the options of leasing, renting, or owning space. The study identified that a new, single-headquarter building designed to house up to 87 staff members and located within the City-owned Beryl Gaffney Park represents the most feasible and economic option to solve their office space needs and lessen potential impacts to the levy charged to Ottawa tax payers.

Accordingly, at its meeting of July 13, 2005 Council approved a report authorizing staff to proceed with negotiations with the RVCA including financing options for the new HQ. Since approval of the first report, city staff and RVCA representatives have come to terms on various parts of the original Framework for Agreement. A revised Framework for the necessary agreements is appended as Document 1 and an overview of the framework is provided in the following sections.

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## DISCUSSION

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### **Recommendation 1 – Framework for Agreement**

As part of the negotiations, it was agreed that the Parks and Recreation Branch will be the project lead providing support to the RVCA during the Site Plan Application process, public consultations and serving as an interdepartmental liaison with respect to all City stakeholders. The Framework for Agreement is built around 4 separate agreements; Ground Lease; Headquarters building construction and lease; Municipal Capital Facility Agreement, and; Park Development Agreement that are described in the following **sections**.

#### **a) Ground Lease**

It is proposed that the RVCA will lease approximately 12.5 acres of park property at a nominal rate (\$1.00) subject to the preparation of a Reference Plan. Document 2 contains a map showing the general area of the park that will be subject to the lease. The land lease is proposed to be for a 20 year term with one 20-year renewal and the option to renegotiate the lease at end of 40 years. The nominal lease rate (\$1.00) is based on the site's designation as a Municipal Capital Facility. It is proposed that the RVCA will be responsible for all maintenance, life cycle renewal and upkeep within the conservation area. In addition, the lease is to define common areas for public access both within and outside the RVCA HQ building. Significant terms of the proposed lease are contained in Document 1

#### **b) RVCA HQ Development, Construction and Lease**

It is proposed that the City fund the construction costs to a maximum of \$5.6 million for the new building.

The RVCA will issue a request for tender, based on the requirements set out in its "Needs Analysis, Site Options and Business Case" study. The City will review and approve all tender documents, process and procedures including standard obligations such as change orders, contracts and certificates.

The RVCA would enter into a lease agreement that would include provisions that the RVCA would have the option to purchase the building for nominal consideration at the expiration of the term of the lease and that the rent payments would be calculated to cover the annual debt charges. The RVCA would be required to submit an operations and preventative maintenance plan prior to occupancy and will be responsible for all maintenance, operating costs and life cycle renewal within the life of the lease.

### **c) Municipal Capital Facility Agreement**

- Under the provisions allowed to municipalities in section 110 of the *Municipal Act, 2001* and Ontario Regulation 46/94, the new headquarters building and associated lands are eligible to be declared a municipal capital facility. Municipal Capital Facilities receive certain benefits including tax relief and waiving of some development related costs. In order to qualify as a Municipal Capital Facility, an organization must be providing services that would otherwise need to be provided by the City. The building will be designated as a Municipal Capital Facility for municipal purposes related to sewage, drainage flood control and recreation

- In addition to exemption from tax relief it is proposed that the Development Charges of \$144,264 and the Conservation Authority Fee of \$385 be waived and that the Building Permit fee of \$75,600 be granted back to the RVCA from City-wide reserves.

- The City will prepare a Municipal Capital Facilities Agreement (MCFA) to include the leased building and land in accordance with the significant provisions contained in Document 1. Once the agreement is executed by the parties, the formal by-law designating the site as a Municipal Capital Facility will be placed on the Agenda of Council for enactment.

### **d) Park Development Agreement**

- It is proposed that the City and RVCA enter into a park development agreement that will provide for the development of the remainder of the lands comprising Beryl Gaffney Park. The agreement includes a provision for a capital contribution by the RVCA of \$32,000 annually during the term of the agreement. It is proposed that the City match the RVCA's contribution to any park project. There is also a provision that the RVCA will attempt to raise additional funds through fundraising initiatives and grants

It is proposed that implementation of park development master plan, outside of the reference plan boundary, is to be revised and brought back to the local community for consultation with a final report to Committee and Council in the fourth quarter of 2007. Any park projects would be initiated by the City and be consistent with the proposals in the master development plan for the park.

### **Recommendation 2 – Delegated Authority**

- It is proposed that the Deputy City Manager of Community and Protective Services, be delegated authority to finalize the negotiations, conclude and execute all necessary agreements in accordance with the framework contained in Document 1.

As noted in Recommendation 1(d), the Department will report back to the Health, Recreation and Social Services Committee with a revised Park Development Master Plan in 2007.

### **Recommendation 3 – Municipal Capital Facility**

This recommendation gives effect to the designation of the proposed RVCA land and buildings to be located in Beryl Gaffney Park, as described in Document 2, as a Municipal Capital Facility (MCF), in keeping with the significant terms outlined in the Agreement Framework attached at Document 1. The by-law designating the site as a MCF will be presented to Council for enactment.

#### **Recommendation 4 – Authority to Issue Debenture**

This recommendation gives authority to the City Treasurer to issue a debenture in an amount not exceeding \$5.6 million to fund the construction of the new RVCA building in keeping with the significant terms outlined the Agreement Framework attached as Document 1.

#### **Recommendation 5 – Grant to Recover Permit Fees**

This recommendation proposes that Council approve a grant to the RVCA equivalent to the building permit fees for the construction of the building.

#### **Recommendation 6 – RVCA Best Use Study**

The RVCA has prepared a Best Use Study for its current holdings at Dickinson Square.

This report is focused on facilitating the process of constructing a new RVCA HQ and does not contemplate disposition of current RVCA assets, which is outside the direction approved by City Council in July 2005.

The RVCA Board has directed its staff to approach the City separately to begin the process of reviewing this matter. Given that the new RVCA HQ will be not constructed until fourth quarter of 2007, the Department proposes to review the RVCA Best Use Study, consult with the RVCA as required, and report back to Committee and Council in 2007.

#### **CONSULTATION**

The Rideau Valley Conservation Authority Management and Board of Directors have approved the contents of this report.

The substance of this report was presented to the Agricultural and Rural Affairs Committee and the Parks and Recreation Advisory Committee.

#### **FINANCIAL IMPLICATIONS**

Given that the RVCA will pay interest to the City to compensate for lost interest earnings on the construction period funding, and the building lease payments will be equivalent to the annual debt charges on the debenture debt issued for this project, there are no financial implications expected from this proposed undertaking.

#### **SUPPORTING DOCUMENTATION**

Document 1 – Revised Framework For Agreement

Document 2 – [Proposed Location Plan](#)

DISPOSITION

Community and Protective Services Department in consultation with Legal, Finance, Treasury, Real Estate, Planning and Growth Management and Building Services will implement the directions approved as part of this report and prepare all necessary Agreements.

DOCUMENT 1**RIDEAU VALLEY CONSERVATION AUTHORITY****OTTAWA PARKS AND RECREATION****Framework For Agreement**

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Subject to Council approval, The City of Ottawa will finalize all negotiations with RVCA according to the significant provisions outlined in this Framework for Agreement with both parties subsequently executing all necessary agreements. City staff, in consultation with the City Solicitor, shall have authority to add additional, non-monetary provisions to each of the four agreements that would be customary in order to protect the interests of the City.

**Summary of Individual Agreements Contemplated to Fulfill Framework:**

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- 1) Ground Lease
  - 2) HQ Development, Construction and Lease
  - 3) Municipal Capital Facility Agreement
  - 4) Park Development Framework Agreement

**In addition to the necessary Agreements above, the following understandings have been reached:**

- 1) Parks and Recreation is the project lead and maintains stakeholder responsibilities. The Branch is to provide support to RVCA during the Site Plan Application process, public consultations, and interdepartmental liaison.
- 2) RVCA will maintain its role as lead, owner and manager for the best use study and sale of RVCA assets in Manotick.
- 3) RVCA Board received on Tuesday, June 6, 2006 a study it commissioned entitled *Best Use Study: Dickinson Square Historic Buildings* for information. This framework for agreement acknowledges that the report indicates as a first priority, that the Dickson Square site, in its entirety, be acquired by the City of Ottawa for community use. RVCA will undertake a market appraisal to estimate the current market value for the buildings on the site. This agreement does not contemplate City acquisition of the RVCA assets as it is outside the direction approved by Ottawa City Council in July 2005. The RVCA Board has directed their staff to approach the City formally, separately to begin the process of consideration of this matter.

**Ground Lease**

- RVCA will lease approximately 12.5 acres (subject to the reference plan) of park property at a nominal rate (\$1.00). The area proposed to be leased is shown on Document 2 and will be defined in a reference plan to be prepared by the City.
- The term of the lease is 20 years with one 20-year renewal term. RVCA to be granted first option to lease and or to renegotiate the lease at end of 40 years.
- Rent is assigned at a nominal rate (\$1.00) during the term of the Municipal Capital Facility Agreement
- If the site at any time loses its eligibility as a municipal capital facility and the RVCA is no longer making a capital contribution of \$32,000 per annum under the Park Development Agreement, the rent for the site shall then be set at \$32,000 per annum.
- RVCA will be responsible for all maintenance, life cycle renewal and upkeep within the reference plan boundary defined in the ground lease. The City will have no liability or responsibility for any of these costs and the RVCA will indemnify the City for any claims arising out of the lease and maintain insurance satisfactory to the City's Risk Management group.
- Lease is to define outdoor common areas for public access within reference plan defined area and identify all tenant responsibilities for the leased land. The lease will contain a Schedule of outdoor common areas on the lands. As a minimum, the outdoor common areas will include:
  - Terrace
  - Amphitheatre
  - Public Access and Parking Areas
  - General open space as identified in site plan
- All Outdoor Common Areas are to be publicly accessible at all times, within the confines and protection of the City's Parks By-Law.
- All improvements on the leased property will revert to City ownership at end of term at no cost to the City.
- The RVCA will permit no liens or other encumbrances to attach to the leased lands at any time and if such a lien or encumbrance occurs, the RVCA will take all necessary steps to remove it immediately. If Ottawa incurs any costs associated with the removal of any lien or other encumbrance, all associated costs will be recovered from levy revenue collected on behalf of the RVCA by Ottawa.

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**Headquarters (HQ) Development, Construction and Lease**

- The City will fund up to \$5.6 million towards the construction costs of the new building subject to the RVCA demonstrating to the City Treasurer that the remainder of the funds necessary to complete the building and surrounding improvements and to meet all

necessary contractual obligations are available prior to the tendering the construction project.

- The City (RPAM and Supply Services) will approve the tender documents and the final selection by the RVCA of the successful bidder.
- Once the City Treasurer is satisfied that all of the necessary funds are available, the City would then provide the RVCA construction financing (short term financing), as required, through the construction period based on approval by the Director of RPAM of the architect's certificate of payment
- The RVCA would pay interest on the funds advanced at a rate of return equal to interest on the City's investment portfolio. Interest payment is due and payable prior to occupancy of the building
- All development on the lands shall be in accordance with the approved site plan
- The Director of RPAM will appoint a staff person to monitor construction of the building and improvements to the leased land and all draw downs from the short term construction financing account will be based on Ottawa monitoring, verifying and approving the RVCA's OAA contracted architect payment certificate.
- Ottawa (RPAM and Supply Services as applicable) shall review and approve all tender documents, process and procedures including standard obligations such as change orders, contracts and certificates.
- Upon issuance of final certificate for occupancy, Ottawa is to be saved harmless of any and all costs associated with building and grounds maintenance, operating costs and life cycle renewal / replacement of any improvement on the lands identified in the reference plan.. To this end, RVCA is to establish and contribute to yearly, a life cycle reserve fund. Yearly contribution to be calculated at 1.5% of 80% of the constructed value of the project.
- The term of the lease for the building will be for a period of twenty years from the date of occupancy
- The amount of the annual rent for the building will be determined at the time a debenture for the funds advanced for the construction is issued and will be the equivalent of the annual debt charges calculated over a twenty year period
- The RVCA to provide a direction to the City to withhold the rent from the City's share of the conservation authority levy for the RVCA
- The lease will include an option for the RVCA to purchase the building for a nominal amount at the end of the 20 year term
- The RVCA will be responsible for all building and ground maintenance, operating costs and lifecycle renewal and/or replacement during the term of the lease

- The RVCA is to maintain a life cycle reserve during the term of the lease with an annual contribution equivalent of one and one-half percent of 80% of the replacement value of the building
- Plans for operation, maintenance and life cycle to be submitted annually to the Director of RPAM
- The City will have no liability or responsibility for any costs associated with operating, maintenance or lifecycle
- The RVCA will indemnify the City for any claims arising out of the lease and maintain insurance satisfactory to the City's Risk Management group.
- City to have the right to enter and inspect the condition of the building during the term of the lease
- The RVCA will permit no liens or other encumbrances to attach to the leased lands and building and if such a lien or encumbrance occurs the RVCA will take all necessary steps to remove it immediately. If Ottawa incurs any costs associated with the removal of any lien or other encumbrance, all associated costs will be recovered from levy revenue collected on behalf of the RVCA by Ottawa.
- Lease is to define indoor common areas for public access. The lease will contain a Schedule of indoor common areas. As a minimum, the indoor common areas include:
  - Atrium
  - Boardroom
  - Two Public meeting/resource rooms
  - Public Washrooms
- The City will be entitled to four free uses of each of the atrium, boardroom and meeting rooms per month for general community use. Public Washrooms are to be available during the hours the building is open
- Rental of the indoor common areas by the RVCA to other parties will follow the RVCA rental policy. Any revenue realized after cost recovery will be applied to other external revenue sources to go to the future park development
- The Municipal Property Assessment Corporation (MPAC) has advised that within the current context of the Conservation Authorities Act, an RVCA owned head quarter facility could be defined as a "project" and as such taxes applicable to building could be waived. With City approval, RVCA may appeal MPAC assessments through existing processes in place, as needed and if desired. Ottawa approval to permit appeal may not be unreasonably withheld.

### **Municipal Capital Facility**

- The City will designate the leased land and building as a municipal capital facility for municipal purposes related to sewage, drainage, flood control and recreational purposes

- The City will prepare a Municipal Capital Facility Agreement (MCFA) to include the leased building and land area for municipal purposes.
- The terms of the agreement will include the following
  - A legal description of the lands
  - The term of the agreement which will be from a specified date (the date of the ground lease) to the earliest of a date 20 years after the specified date, the date the lease expires is surrendered or terminates or the date the City ceases to use the land as a municipal capital facility
  - Rent for the land in the amount of \$1.00 per annum
  - Exemption from property taxation for municipal and school purposes for the term of the agreement pursuant to subsection 110(6) of the *Municipal Act, 2001*
  - A provision that the zoning of the lands and permitted uses will not be affected by the agreement
  - The by-law designating the site as a municipal capital facility is to be registered on title
- Providing the provision in the *Municipal Act, 2001* (and the associated Provincial regulations) pertaining to Municipal Capital Facilities remains essentially unchanged throughout the term of the ground lease and, providing further, that the services historically provided by the RVCA to the City remain essentially the same, the new headquarters facility for the RVCA would enjoy the status and benefits of a Municipal Capital Facility throughout the entire term of the above contemplated ground lease.
- Once the agreement is executed by the parties, a by-law formally designating the building and lands as a municipal capital facility will be placed on the Agenda of Council for enactment. The by-law will include an exemption from municipal and school property taxation and an exemption from the payment of development charges

### **Park Development Framework Agreement**

- This agreement to apply to the approximately 80 remaining acres in Beryl Gaffney Park
- The term of the Park Development Agreement to match the term of the ground lease
- Implementation of park development master plan, outside of the reference plan boundary, to be revised and brought back to community for consultation with final report to Committee in Q3 / Q4 2007. The City will lead the process; RVCA will be in a supporting role, taking part of in the public consultations and preparation of plans and reports
- Development of the park to be consistent with the park development master plan as approved by Council after the consultation process
- The RVCA will submit to the City a contribution of \$32,000 annually to be used for development of Beryl Gaffney Park. This capital contribution will be made annually for a 20-year term with one 20-year renewal prior to which the amount of the annual contribution will be reviewed. The parties acknowledge that for the initial term of the agreement, the capital contribution has been established based on a market rate of \$100,000 per acre with an 8% rate of return for the 4 acres needed to meet minimum Site

Plan Approval and Zoning requirements had this project been implemented without aesthetic integration of the new headquarter into the existing park.

- Ottawa to ensure that the funds received from the RVCA will be spent on park development and agrees to match the total contribution of the RVCA prior to undertaking a development in the park
- Ottawa to be responsible for implementation of the park development master plan
- RVCA to apply annually for external funding and investigate fund raising opportunities in partnership with local community and interest groups to further the development of Beryl Gaffney Park. It is understood by both parties that not every funding application will be successful. An annual report will be provided to City staff for information purposes.
- Any funds raised during each year by the above fund raising efforts will also be applied to the park development
- Ottawa retains the ability to proceed with capital development as needed even if all of the matching funds have not been contributed by the RVCA.
- City to develop, manage and maintain all park property outside reference plan boundary (Beryl Gaffney PARK).
- The agreement will not rule out future opportunities for Purchase of service of park maintenance from a third party or from the RVCA

**CORPORATE SERVICES AND ECONOMIC  
ORGANISATIONNELS  
DEVELOPMENT COMMITTEE  
ÉCONOMIQUE  
REPORT 51  
RAPPORT 51**

**COMITÉ DES SERVICES  
ET DU DÉVELOPPEMENT**

**EXTRACT OF DRAFT MINUTES 53  
04 JULY 2006**

**EXTRAIT DE L'ÉBAUCHE DU  
PROCÈS-VERBAL 53 - 4 JUILLET 2006**

**RIDEAU VALLEY CONSERVATION AUTHORITY - NEW HEADQUARTERS IN  
BERYL GAFFNEY PARK  
NOUVEAU BUREAU CENTRAL AU PARC BERYL-GAFFNEY POUR L'OFFICE  
DE PROTECTION DE LA NATURE DE LA VALLÉE RIDEAU  
ACS2006-CPS-PAR-0008**

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Councillor Stavinga noted she had circulated the following two motions to members of the Committee prior to the meeting, and had advised of her intent to move same.

Moved by Councillor J. Stavinga

**Whereas the RVCA Best Use study for Dickinson Square clearly indicates that the community preference is that these significant buildings, which are an integral part of the Manotick Community, remain in public ownership; and,**

**Whereas the City of Ottawa has a primary interest in doing everything possible to ensure public ownership of the properties; and,**

**Be it resolved that recommendation 6 of the report be replaced with the following:**

- **That recommendations 1 through 5 be approved conditional on the RVCA providing at nominal consideration to the City of Ottawa an "Option to Purchase" the Dickinson Square properties at fair market value for a period up to a maximum of 18 months; and,**
- **That Staff enter into discussions with the RVCA, the Dickinson Square Heritage Management (Inc.), and the broader community in order to develop options that provide for the property to remain under public ownership and to report back to Committee and Council at least 6 months prior to the expiration of the option period.**

CARRIED

Moved by Councillor J. Stavinga

**That the following motion from the Arts, Heritage and Culture Advisory Committee be referred to staff, for further review as part of the discussions with the RVCA, the Dickinson Square Heritage Management (Inc.) and the broader community in order to develop options that provide for the property to remain under public ownership and to report back to Committee and Council at least six months prior to the expiration of the option period:**

*Whereas AHCAC has been kept informed of Dickinson Square Heritage Management Inc.'s efforts to ensure public ownership and community use of the five heritage buildings to be vacated in 2007 by the Rideau Valley Conservation Authority;*

*And whereas the Rideau Valley Conservation Authority's board has recently approved a sequence of recommendations by Commonwealth Historic Management Ltd, in its "Best Use" study of the buildings, the first recommendation (or option) beginning as follows:*

*"The clear preference of the community is for the Dickinson Square site in its entirety to remain in community use – meaning being acquired by the City of Ottawa. Accordingly, the RVCA should first approach the City to discuss the plausibility of this scenario....."*

*Therefore this committee supports in principle the proposal of Dickinson Square Heritage Management Inc. for the City to assume ownership of the five heritage buildings and the open spaces amongst and around them (Watson's Mill, Dickinson House, the Carriage Shed, the Ayers Building*

and the Weaver's House) to ensure the Square's future as a unique industrial heritage site, a centre for community arts and cultural activities - and an outdoor gathering place and performance space which has existed for 150 years.

CARRIED

The item, as amended, was then approved by the Committee.

**That the Corporate Services and Economic Development Committee recommend that Council approve:**

1. **The framework for agreement between the city and the Rideau Valley Conservation Authority (RVCA), attached as Document 1, including the following elements:**
  - a) **A Ground Lease Agreement providing for the leasing of approximately 12.5 acres of land within Beryl Gaffney Park at a nominal rate of \$1 per year.**
  - b) **A Building Development, Construction and Lease Agreement providing for funding by the City of the construction of the new RVCA headquarters to a maximum of \$5.6 million, a 20 year lease with an option to purchase at the end of the term for a nominal amount and rent during the term of the lease calculated to cover the City's annual debt charges.**
  - c) **A Municipal Capital Facility Agreement to designate the land and buildings for municipal purposes related to water, sewage, flood control and recreational purposes, with the land and building to be exempted from municipal and school property taxation and an exemption from the payment of development charges.**
  - d) **A Park Development Framework Agreement applicable to the greater Beryl Gaffney Park that provides for the RVCA to remit \$32,000 to the City annually for 20 years to be spent on park development with a revised Park Development Master Plan to be brought back to the Health, Recreation and Social Services Committee in 2007.**
2. **That the Deputy City Manager, Community and Protective Services, be delegated authority to finalize the negotiations, conclude and execute all necessary Agreements in accordance with the framework contained in Document 1.**
3. **That Council designate the site in Beryl Gaffney Park as described in Document 2, including the new building, as a Municipal Capital Facility as permitted under Section 110 of the Municipal Act, 2001 and Ontario Regulation 46/94 and that this designation be implemented by way of Municipal Capital Facility Agreement that contains the terms outlined in Document 1 and that after execution of the agreement by the City and the RVCA, a by-law designating the site as a municipal capital facility be presented to Council for enactment.**
4. **That the City Treasurer be authorized to issue a debenture in an amount not to exceed \$5.6 million to fund the construction of the building.**

5. A grant to the RVCA equivalent to the building permit fees for the construction of the building.
6. Whereas the RVCA Best Use study for Dickinson Square clearly indicates that the community preference is that these significant buildings, which are an integral park of the Manotick Community, remain in public ownership; and,
- Whereas the City of Ottawa has a primary interest in doing everything possible to ensure public ownership of the properties; and,
- Be it resolved that recommendation 6 of the report be replaced with the following:
- That recommendations 1 through 5 be approved conditional on the RVCA providing at nominal consideration to the City of Ottawa an "Option to Purchase" the Dickinson Square properties at fair market value for a period up to a maximum of 18 months; and,
  - That Staff enter into discussions with the RVCA, the Dickinson Square Heritage Management (Inc.), and the broader community in order to develop options that provide for the property to remain under public ownership and to report back to Committee and Council at least 6 months prior to the expiration of the option period.
7. That the following motion from the Arts, Heritage and Culture Advisory Committee be referred to staff, for further review as part of the discussions with the RVCA, the Dickinson Square Heritage Management (Inc.) and the broader community in order to develop options that provide for the property to remain under public ownership and to report back to Committee and Council at least six months prior to the expiration of the option period:

*Whereas AHCAC has been kept informed of Dickinson Square Heritage Management Inc.'s efforts to ensure public ownership and community use of the five heritage buildings to be vacated in 2007 by the Rideau Valley Conservation Authority;*

*And whereas the Rideau Valley Conservation Authority's board has recently approved a sequence of recommendations by Commonwealth Historic Management Ltd, in its "Best Use" study of the buildings, the first recommendation (or option) beginning as follows:*

*"The clear preference of the community is for the Dickinson Square site in its entirety to remain in community use – meaning being acquired by the City of Ottawa. Accordingly, the RVCA should first approach the City to discuss the plausibility of this scenario....."*

*Therefore this committee supports in principle the proposal of Dickinson Square Heritage Management Inc. for the City to assume ownership of the five heritage buildings and the open spaces amongst and around them (Watson's Mill, Dickinson House, the Carriage Shed, the Ayers Building*

*and the Weaver's House) to ensure the Square's future as a unique industrial heritage site, a centre for community arts and cultural activities - and an outdoor gathering place and performance space which has existed for 150 years.*

CARRIED as amended