

Legal Services File Number: L01-06-BANK 1545
Planning, Infrastructure and Economic Development File Number: D07-12-18-0159

March 5, 2020

Novatech
240 Michael Cowpland Drive, Suite 200
Ottawa, ON K2M 1P6

Attention: Kayla Blakely

Dear Ms. Blakely:

Re: AGREEMENT: Site Plan Agreement
OWNER: 10773883 Canada Inc.
MUNICIPAL ADDRESS: 1545 Bank Street

The above-noted site development application has been approved on the 10th day of December, 2019 by the City subject to the conditions outlined in the approval report, and subject to the condition that the registered owner enter into a Site Plan Agreement with the City.

In view of the foregoing, I now enclose herewith in duplicate the Site Plan Agreement between the owner and the City of Ottawa, for your consideration and execution by the registered owner.

INSURANCE

Pursuant to clause 9 of the Site Plan Agreement, a certificate of insurance in a form satisfactory to the City of Ottawa is required to be submitted. The certificate of insurance must be issued in favour of the City of Ottawa, 110 Laurier Avenue West, Ottawa, ON K1P 1J1, show Commercial General Liability or Wrap-Up Liability in an amount not less than five million (\$5,000,000.00) dollars per occurrence, must contain an endorsement naming the City as an additional insured, and must also provide the City with an unconditional thirty days written notice of any material change or cancellation of the policy. Please note that the City will accept a certificate of insurance showing the contractor's commercial general or wrap-up liability coverage, provided that the registered owner is shown as an additional insured. Please find attached the City's requirements as well as a precedent of the required wording of the certificate of insurance.

Shaping our future together
Ensemble, formons notre avenir

LETTER OF CREDIT

Pursuant to clause 1 of the Securities and Cash Payable section of Schedule "B" of the SPA, a letter of credit issued by a financial institution which City Council has deemed to be acceptable in the amount of **\$67,187.80** and in the exact form as the sample letter of credit attached must be deposited with the City. It should be noted that the letter of credit must be in full force and effect for a period of one year from the date of issuance by the financial institution and must be submitted to Tracey Scaramozzino of the City's Planning, Infrastructure and Economic Development Department, prior to the issuance of a building permit. **Please note that the City will accept letters of credit issued by following approved financial institutions: The Toronto-Dominion, Royal Bank of Canada, National Bank of Canada, The Bank of Nova Scotia, Bank of Montreal, Canadian Imperial Bank of Commerce or Caisse Populaire Desjardins Ontario Credit Union Inc. Letters of credit which are not in the required form or are issued by one of the approved financial institutions (unless written pre-approval by the City of said financial institution has been obtained) will be returned, thereby causing unnecessary delays in the issuance of the building permit.**

*Please note that should you choose to submit a bank draft or certified cheque for securities in lieu of a letter of credit, we will require the following information to be printed on the front of the bank draft/certified cheque: the name of the person/company who the account belongs to and their mailing address.

SCHEDULE "B" FEES

Pursuant to clause 2 of the Securities and Cash Payable section of Schedule "B" of the Site Plan Agreement, please submit a certified cheque or bank draft made payable to the City of Ottawa in the total amount of **\$293,718.00**. Please note that the bank draft or certified cheque for Schedule "B" fees will require the following information to be printed on the front of the bank draft/certified cheque: the name of the person/company who the account belongs to and their mailing address.

MAINTENANCE AND LIABILITY AGREEMENT

Pursuant to clause 10 of Schedule "D" to the Site Plan Agreement, please find enclosed herewith in duplicate the Maintenance and Liability Agreement between the owner and the City of Ottawa, for your consideration.

Clause 12 of the Maintenance and Liability Agreement requires the owner to provide an appropriate certificate of insurance. Please ensure that the certificate of insurance references both the Site Plan Agreement as well as the Maintenance and Liability Agreement.

MUNICIPAL COVENANT AGREEMENT

In accordance with clauses 17, 24, 28 and 30 of Schedule "D" of the Site Plan Agreement, please find enclosed herewith in duplicate the Municipal Covenant Agreement between the owner and the City of Ottawa, for consideration and execution by the registered owner.

CONVEYANCE

Clause 11 of Schedule "D" to the Site Plan Agreement requires the conveyance of land to the City for a **road widening** across the complete Bank Street frontage measuring 18.75 metres from the existing centreline of pavement.

Please have your surveyor electronically submit a geo-referenced CAD (autoCAD or MicroStation) format of the reference plan to the City Surveyor, Bill Harper and the Planner for review and approval prior to its deposit at the Land Registry Office. Once approved by the City, you will be contacted to deposit the reference plan in the Land Registry Office. Once the R-Plan has been registered, kindly have your solicitor submit the Transfer/Deed via TeraView to Steve Bannister's attention for said road widening.

It should be noted that the conveyance to the City shall be at no cost to the City **and shall be free from encumbrances**. Should the lands be encumbered it will be necessary for you to arrange for the **partial discharge and postponement** of any encumbrances affecting said lands. **Kindly provide a copy of this letter to your solicitor as soon as possible** in order for your solicitor to obtain the necessary acknowledgement and directions for the **partial discharges and postponements** of all encumbrances affecting the said lands.

The City's Legal Services Branch requires evidence that property taxes for the development lands have been paid to date and in full prior to the conveyance of the road widening. Kindly provide a copy of the receipted tax bill or other form of confirmation of payment.

ENCUMBRANCES

A postponement for the following encumbrances is required prior to registration of each Agreement with the City in addition to the partial discharge of the following encumbrances on the lands being conveyed to the City prior to registration of the Transfer:

1. A Charge in favour of MCC Mortgage Holdings Inc. registered on July 6, 2018, as Instrument No. OC2011079, and the related Notice of Assignment of Rents registered as Instrument No. OC2011080.
2. A Charge in favour of 1618523 Ontario Limited registered on July 6, 2018, as Instrument No. Oc2011081.

Please note that the City will require all postponements and partial discharges to be messaged to Steven Bannister via TeraView prior to the registration of the Agreement(s). **Kindly provide a copy of this letter to your solicitor as soon as possible** in order for your solicitor to obtain the necessary acknowledgement and directions for the postponements and partial discharges for all charges on title at their earliest convenience in order to prevent delays in the registration of the Agreement(s)/Transfer and the issuance of building permits/commence work orders.

Please advise your solicitor to ensure that the messages reference 1545 Bank Street and indicates that Travis Andersen has carriage of this matter.

LEGAL SERVICES' FEES AND DISBURSEMENTS

Please see the attached spreadsheet outlining Legal Services' fees and disbursements.

Please note that Legal Services may require further legal fees and/or disbursement charges at a later date in order to complete all planning approval requirements. Legal fees and disbursements are subject to change.

Please note that all City-related fees described in the attached spreadsheet reflect the current fee schedule for 2020 as per By-Law No. 2020-14.

Kindly submit a separate cheque made payable to the City of Ottawa in the amount of **\$1,766.41**.

EXECUTION OF AGREEMENTS

Please attend to execution of the Agreement(s) by the authorized signing officer(s) of the owner. **Please ensure that the name and title of the signing officer(s) is clearly printed below the signature, and that it is dated.**

The Agreements must be returned on legal sized paper as enclosed herein. If the Agreements are returned on short paper, they will not be accepted.

DOCUMENTATION TO BE SUBMITTED

Kindly return the following documentation to Tracey Scaramozzino, of the Planning, Infrastructure and Economic Development Department, at 110 Laurier Avenue West, 4th floor, Ottawa, Ontario K1P 1J1:

1. Executed Site Plan Agreement in duplicate;
 2. Executed Maintenance and Liability Agreement in duplicate;
 3. Executed Municipal Covenant Agreement in duplicate;
 4. Certificate of insurance for both the Site Plan Agreement and the Maintenance and Liability Agreement;
 5. Original Letter of credit in the amount of **\$67,187.80**;
 6. Certified cheque in the amount of **\$293,718.00**;
 7. Separate cheque for legal services' fees and disbursements in the amount of **\$1,766.41**;
 8. Please have your solicitor message all postponements/partial discharges to Steven Bannister through TeraView;
 9. Please provide evidence that property taxes for the development lands have been paid in full;
 10. Please also provide the owner's address for service as this is required on the registration form.
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Upon receipt and approval of the above, the Agreement(s) will be submitted for execution by the City and registration thereafter. Upon registration, I will advise the Planner of Legal Services' clearance with respect to a building permit.

Upon completion of all works, in order for the City to release the letter of credit, you may contact Matthew Wilson at (613) 580-2424 ext. 33263 to arrange for a security release inspection.

If you have any questions or concerns, please contact Tracey Scaramozzino_at (613) 580-2424, Ext. 12545 or at Tracey.Scaramozzino@ottawa.ca.

Sincerely,



Travis Andersen
Law Clerk
Encls.

cc. via e-mail: Tracey Scaramozzino, Matthew Wilson, Maria Campagna, Joumana Tannouri

SAMPLE

REQUIRED WORDING OF CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE HOLDER / ISSUED TO: City of Ottawa
PIED BTSS
110 Laurier Avenue West
Ottawa, ON K1P 1J1
Mail Code:01-10

Re: (1) Site Plan Agreement and (2) Maintenance and Liability Agreement between 10773883 Canada Inc. and the City of Ottawa dated December 10, 2019, relating to the development of 1545 Bank Street (Planning File No. D07-12-18-0159)

This is to certify that the insured set forth is insured with the Insurance Company, which insurance is described below:

Insurance Company:

Name of Insured:

Address of Insured:

Address of Insured Property: 1545 Bank Street, Ottawa, Ontario

Class of Insurance: Commercial General Liability or Wrap-up Liability

Policy Number:

Effective Date:

Expiry Date:

Coverage Limit: \$5,000,000.00

Deductible:

Broker Name:

ITEMS TO BE INCLUDED IN COVERAGE AND LISTED WITHIN INSURANCE CERTIFICATE: *Personal Injury Liability; Contractual Liability; Non-Owned Automobile Liability; Owner's and Contractor's Protective Coverage; Premises and Operations Liability; Products - Completed Operations Liability; Contingent Employers Liability; Cross Liability Clause; Severability of Interest Clause*

- ☐ City of Ottawa
- ☐ (Include name of registered owner if using contractor's commercial general or wrap-up liability coverage)

has/have been added as an additional insured for all operations and contracts, but only with respect to its interest in the operations of the named insured(s).

This is to certify that the Policy of Insurance as described above has been issued by the undersigned to the insured named above and is in force at this time.

If cancelled, the City of Ottawa shall be given thirty (30) days written notice by registered mail by the insurer(s) to the:

**City of Ottawa
PIED BTSS
110 Laurier Avenue West
Ottawa, ON K1P 1J1
Mail code: 01-10**

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.

This certificate is executed and issued to the aforesaid City of Ottawa, the day and date herein written below.

Date: _____

Name of Insurance Company (not broker): _____

Name of Insurance Broker: _____

Authorized Representative or Official By: _____

CERTIFICATE OF INSURANCE REQUIREMENTS		
	Detail Required to be Included on Insurance Certificate	Included
1	Commercial General Liability (CGL) <u>or</u> Wrap-Up Liability Policy	
2	Policy limits or limits of liability are stated and meet the City's requirements - At least \$5,000,000.00 per occurrence for bodily injury, death and damage to property, including loss of use thereof - Certificate to show the following coverage: <ul style="list-style-type: none"> • premises and operations liability, • products and completed operations liability, • blanket contractual liability, • cross liability, • severability of interest clause, • contingent employers liability, • personal injury liability, • owner's and contractor's protective coverage, and • non-owned automobile 	
3	Named Insured	
4	Address of Named Insured	
5	Issued to: City of Ottawa Attn: PIED BTSS 110 Laurier Avenue West Ottawa, ON K1P 1J1 Mail code: 01-10	
6	Name of Insurance Company (Insurer)	
7	Policy Number	
8	Term of Policy (if policy expiring within one month, insurance company to provide confirmation that coverage will be extended)	
9	30 days written notice to the City of cancellation	
10	City of Ottawa noted as Additional Insured	
11	On insurance broker's letterhead with name & address of broker	
12	Dated and signed by broker or authorized insurance representative	
13	Registered owner to be listed as Named Insured or Additional Insured	
14	Municipal address of subject lands to be referenced	
15	Reference to the Site Plan Agreement and Maintenance and Liability Agreement between 10773883 Canada Inc. and the City of Ottawa	

Please note that the City will accept a certificate of insurance showing the contractor's commercial general or wrap-up liability coverage, provided that the registered owner is shown as additional insured.

Please note that insurance for all **Maintenance and Liability Agreements** must be continued on a permanent basis after construction is completed. Insurance is to be maintained for the duration in which the approved decorative features are kept within the City's rights-of-way.

CITY OF OTTAWA STANDARD FORM

(to be put on Bank Letterhead)

LETTER OF CREDIT NO.: _____
INITIAL EXPIRY DATE: _____

AMOUNT: **\$67,187.80**

Beneficiary:
CITY OF OTTAWA
110 Laurier Avenue West, Ottawa, Ontario K1P 1J1

Applicant:
Name of the Company
Address

WE HEREBY AUTHORIZE YOU TO DRAW ON THE **(Name of Bank)** for the account of **(Name of Applicant)** UP TO AN AGGREGATE AMOUNT OF **SIXTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 80/100, (\$67,187.80) DOLLARS** available on demand.

PURSUANT TO THE REQUEST OF our customer, **(Name of Applicant)** we the **(Name of Bank)** hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to works and services to be performed pursuant to a Site Plan Agreement between 10773883 Canada Inc. and the City of Ottawa, which Agreement is dated the 10th day of December, 2019 for the property municipally known as 1545 Bank Street, File Nos. D07-12-18-0159 / L01-06-BANK 1545.

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the City of Ottawa.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth:

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least 30 days prior to the present or any such future expiration date, we notify you in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____, 202 .

COUNTERSIGNED BY: _____ (Name of Bank)
Per: _____

[illegible]

Totals	Fee (No Tax)	\$214.75	Fee (Subject to HST)	\$1,373.15
			Including HST	\$1,551.66
			Total Owning	\$1,766.41