

**STAFF REPORT:**

**REPORT TO:** Council

**MEETING DATE:** July 13, 2009

**REPORT NO.:** CAO.09.8

**SUBJECT:** Memorandums of Understanding for the Medical Centre and Neighbouring Projects

**PREPARED BY:** John G. Metras Q.C. – Town Solicitor

**A. Recommendations**

THAT Council receive Report CAO.09.8 and authorize the Mayor and Clerk to execute:

1. A Memorandum of Understanding with 1136965 Ontario Inc. substantially in accordance with the Memorandum of Understanding attached hereto;
2. A Memorandum of Understanding with 2138504 Ontario Inc and Andre Corbeil – In Trust substantially in accordance with the Memorandum of Understanding attached hereto;
3. A Memorandum of Understanding with North East Grey Health Clinics Inc. substantially in accordance with the Memorandum of Understanding attached hereto; and

FURTHER THAT the Mayor and Clerk are authorized to execute all documents, in forms approved by the Town Solicitor, necessary to complete the conveyances of lands referred to in the above Memorandums of Understanding.

**B. Background**

Council, by resolution at its meeting on June 2, 2008, received Planning Staff Report PL.08.61 and endorsed the King / Elgin / Huron Streets Commercial Concept Plan (the "Concept Plan") subject to the execution of Memorandums of Understanding with the land owners dealing with provisions to be included in each site plan agreement for their respective developments. The purpose of this Concept Plan was to address a policy within the Town's Official Plan requiring same so as to provide for "integration of the uses and parking areas in order to minimize the impacts of surrounding areas, as well as provide an aesthetic streetscape along the Highway 26."

A copy of the latest version of the Concept Plan is attached to this Report and will be attached as Schedule "A" to the Memorandums of Understanding referred to in this Report. As referenced above, this Concept Plan addresses the integration of the uses and parking areas and to provide an aesthetic streetscape along Highway #26. It does not recognize formally, or informally, the building heights, massing, unit numbers, floor areas, etc... These matters will be addressed via formal Planning Act applications (Official Plan Amendments, Zoning By-law Amendments, Site Plan Applications) which will be subject to public process and ultimately Council consideration. Wording has been included within the MOU's that address this.

The landowners referred to in the above resolution are 1136965 Ontario Inc. (the "Developer"), the owner of the Developer's Lands shown on the Concept Plan, 2138504 Ontario Inc and Andre Corbeil – In Trust (the "Cidery"), the owners of the Cidery Lands shown on the Concept Plan and North East Grey Health Clinics Inc. (the "Medical Centre"), the developer of the proposed medical centre.

Over the past number of months Town Staff have met with the Developer, the Cidery and the Medical Centre and have negotiated the attached Memorandums of Understanding with each party. The Town's CAO, Director, Planning and Building Services and Town Solicitor have reviewed the Memorandums of Understanding and are satisfied with them. The following is a summary of the provisions of the Memorandums of Understanding.

Each of the MOU's provide that the particular MOU will only be effective if the other MOU's are in full force and effect.

### **Memorandum of Understanding with 1136965 Ontario Inc. (the "Developer MOU")**

This MOU provides for:

1. The development of the Developer's Lands for residential purposes, subject to the provisions of the Planning Act, generally in accordance with the Concept Plan and consistent with the CAUSE "Sense of Place" Design Principles.
2. The conveyance of the Medical Centre Lands, the Driveway Lands and the Developer Transfer Lands shown on the Concept Plan to the Town subject to an option in favour of the Developer to purchase the Medical Centre Lands if construction of the medical centre has not commenced in four years.
3. An exchange of lands with the Town whereby the Georgian Trail Lands shown on the Concept Plan are to be conveyed to the Developer in exchange for a conveyance of the New Georgian Trail Lands shown on the Concept Plan to the Town. The New Georgian Trail Lands will be the parkland conveyance for the Developer's proposed residential development. This is consistent with Council's previous decision related to parkland conveyance related to a previously proposed development for the Developer's Lands.
4. Conditions of site plan approval and the site plan agreement for the development of the Developer's Lands for residential purposes which will require, among other things, the conveyance of the Parking Lot Land shown on the Concept Plan to the Town and the construction by the Developer of a

municipally owned and operated parking lot on these lands. The Medical Centre will be required to contribute a minimum of \$110,888.00 to the cost of this construction.

### **Memorandum of Understanding with 2138504 Ontario Inc and Andre Corbeil – In Trust (the “Cidery MOU”)**

This MOU provides for:

1. The purchase by the Town of the Cidery Transfer Lands shown on the Concept Plan for \$107,120.00.
2. The demolition by the Cidery of the building shown on the Concept Plan as “Building to be Demolished” including the removal of a hydro pole and electrical services from the Cidery Transfer Lands. The Town has agreed to waive tipping fees at the landfill site for the disposal of material from the demolished building and permit the Cidery to use pit run gravel from the landfill site for fill at the demolition site.
3. The conveyance of the Developer’s Transfer Lands by the Town to the Cidery when the demolition work is completed.
4. The Cidery not to object to the Developer’s proposed residential development applications.
5. The Cidery to develop a paved parking lot and landscaping on its lands.

### **Memorandum of Understanding with North East Grey Health Clinics Inc. (the “(Medical Centre MOU”)**

This MOU provides for:

1. An acknowledgement by the Town that the Town has entered into the Developer MOU and the Cidery MOU which provide for the conveyance of the Medical Centre Lands, the Driveway Lands and the Cidery Transfer Lands to the Town.
2. An agreement by the Parties that it is their intention to enter into a Financial MOU which will deal with the provision of financial assistance to the Medical Centre and the timing and terms under which the Town will convey the Medical Centre Lands and part of the Cidery Transfer Lands to the Medical Centre.
3. The development of the Medical Centre Lands generally in accordance with the Concept Plan and consistent with the CAUSE “Sense of Place” Design Principles.

Conditions for the removal of the Holding ‘h’ symbol, site plan approval and related site plan agreement for the development the medical centre which will require, among other things, the construction by the Medical Centre of the driveway from Highway 26 shown on the Concept Plan and the contribution of a minimum of \$110,888.00 to the cost of construction of a municipally owned and operated parking lot on the Parking Lot Lands.

**C. The Blue Mountains' Strategic Plan**

Managing growth to ensure the ongoing health and prosperity of the community.

**D. Budget Impact**

The approved 2009 Capital Budget includes \$107,120.00 for the purchase of the Cidery Transfer Lands and \$5000 for legal services, including Land Transfer Tax and registration costs. All costs to be internally financed over seven years and funded from taxation.

The estimated cost of all the required survey(s) is \$3000.00. This cost is to be shared by the Developer and the Medical Centre.

**E. Attached**

- A. Concept Plan
- B. Developer MOU
- C. Cidery MOU
- D. Medical Centre MOU.

Respectfully submitted,

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Signature

**For more information, please contact:**

Name: John G. Metras Q.C. Town Solicitor  
Email Address: [jmetras@thebluemountains.ca](mailto:jmetras@thebluemountains.ca)  
Business Telephone with Extension: 519-599-3131 Ext 242



**MEMORANDUM OF UNDERSTANDING**

**Dated** July 15, 2009

**Between**

**1136965 ONTARIO INC. ("the Developer")**

**and**

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS  
(the "Town")**

**1. Agreement**

a) The Parties agree as follows:

**2. Purpose**

a) The purpose of this Memorandum of Understanding is to define the respective responsibilities of the Developer and the Town with regard to the conveyance of the Medical Centre Lands to the Town, the development of the Developer's Lands for two (2) residential buildings, the conveyance of the Developer's Transfer Lands to the Cidery, the conveyance of the Parking Lot Lands to the Town for a municipal parking lot, the construction of a municipal parking lot for the non-exclusive use of the medical centre users and owners of and visitors to the residential buildings and the exchange lands related to the Georgian Trail.

**3. Definitions**

In this Memorandum of Understanding:

- a) "Act" means the Planning Act, R.S.O. 1990, c.P.13 as amended;
- b) "Cidery" means 2138504 Ontario Inc. and Andre Corbeil – In Trust;
- c) "Cidery MOU" means a Memorandum of Understanding dated July 15<sup>th</sup>, 2009 between the Cidery and the Town;
- d) "Concept Plan" means the King/Elgin/Huron Streets Commercial Concept Plan attached as Schedule "A" to this Memorandum of Understanding;
- e) "Developer's Lands" means the lands owned by the Developer and shown in heavy black lines on the Concept Plan;
- f) "Developer's Transfer Lands" means that part of the Developer's Lands shown on the Concept Plan as the Developer's Transfer Lands;
- g) "Driveway Lands" means that part of the Developer's Lands shown on the Concept Plan as the Driveway Lands;
- h) "Georgian Trail Lands" means the lands owned by the Town, described as Parts 1 and 3 on Reference Plan 16R-8184, and shown on the Concept Plan as the Georgian Trail Lands;
- i) "Medical Centre" means North East Grey Health Clinics Inc.
- j) "Medical Centre Lands" means that part of the Developer's Lands shown on the

Concept Plan as the Medical Centre Lands;

- k) "Medical Centre MOU" means a Memorandum of Understanding dated July 15, 2009 between the Medical Centre and the Town;
- l) "MOU" means this Memorandum of Understanding;
- m) "New Georgian Trail Lands" means the lands owned by the Developer shown on the Concept Plan as the New Georgian Trail Lands;
- n) "Parking Lot Lands" means that part of the Developer's Lands shown on the Concept Plan as Parking Lot Lands;
- o) "Residential Lands" means that part of the Developer's Lands lying to the north east of the Georgian Trail Lands as shown in grey on the Concept Plan;
- p) "Parties" mean the Developer and the Town;

Unless the context otherwise requires words importing the singular includes the plural and vice versa and words importing a gender include all genders.

#### **4. Applications by the Developer**

- a) The Parties acknowledge that the Developer proposes to make applications to the Town in accordance with the Act for amendments to the Town's Official Plan and Zoning By-law and for site plan approval to permit the development of dwelling units in two (2) residential buildings on the Residential Lands (the "Residential Applications"). It is understood and agreed that the residential buildings shall include various forms of Lifestyle/Seniors living including but not limited to an assisted living facility, retirement home and a nursing home.
- b) Despite anything contained in this MOU, the Parties agree that none of the provisions of this MOU, including the proposed location of the buildings on the Developer's Lands and other information shown on the Concept Plan, are intended to operate, nor have the effect of operating in any way to fetter the Town Council in the exercise of any of the Council's discretionary powers duties or authorities with respect to the Residential Applications. The Developer acknowledges that it will not obtain any advantageous planning or other considerations or treatment by virtue of it having entered into this MOU or by virtue of the existence of this MOU.
- c) The Parties further acknowledge that the Town has entered into the Cidery MOU which provides for the conveyance to the Town of the Cidery Transfer Lands and the Medical Centre MOU which provides for the development of the medical centre on the Medical Centre Lands.

#### **5. Responsibilities of the Developer**

##### **a) General**

- (i) The Developer agrees to develop the Developer's Lands generally in accordance with the Concept Plan and that the architectural elements of all buildings to be constructed on the Developer's Lands shown on the approved drawings required by section 41(4) of the Act shall be consistent with the Cause "A Sense of Place" Design Principles described in Schedule "B" to this Memorandum of Understanding.

##### **b) Transfer and Exchange of Lands**

The Developer agrees:

(i) to, on or before the 30th day of September, 2009, convey the Medical Centre Lands and the Driveway Lands to the Town free of all encumbrances for the nominal consideration of One (\$1.00) Dollar with the understanding that the Town will be conveying Medical Centre Lands and an access easement over the Driveway Lands to the Medical Centre in accordance with the Medical Centre MOU. The conveyance of the Medical Centre Lands to the Town will contain a provision reserving an option in favour of the Developer to purchase the Medical Centre Lands from the Town or its successors in title for the nominal consideration of One (\$1.00) Dollar in the event that the Medical Centre has not commenced construction of the medical centre by a date (the "Option Date") four (4) years from the date the Developer conveyed the Medical Centre Lands to the Town. This option shall be exercised in writing by no later than sixty (60) days from the Option Date failing which the option shall expire.

(ii) to, on or before the 30th day of September, 2009, convey the Developer's Transfer Lands to the Town free of all encumbrances for the nominal consideration of One (\$1.00) Dollar with the understanding that the Town will be conveying the Developer's Transfer Lands to the Cidery in accordance with the Cidery MOU.

(iii) to, on or before the 30th day of September, 2009 convey the New Georgian Trail Lands to the Town free of all encumbrances as a road widening of Huron and Elgin Streets (3 metre widening on Huron Street and 6 metre widening on Elgin Street) to be used for the Georgian Trail for the nominal consideration of One (\$1.00) Dollar and in exchange for the Town conveying the Georgian Trail Lands to the Developer free of all encumbrances for the nominal consideration of One (\$1.00) Dollar. It is agreed that the Town will reserve an access easement over the Georgian Trail Lands to provide access to the Medical Centre Lands and the Parking Lot Lands.

**(c) Residential Lands**

The Developer acknowledges and agrees that, subject to the official plan and zoning by-law amendments to permit the development of the Residential Lands coming into force, the conditions of site plan approval and the site plan agreement for the development of the Residential Lands shall provide, among other things, that:

(i) the Developer conveys the Parking Lot Lands to the Town free of all encumbrances for the nominal consideration of One (\$1.00).

(ii) the Developer construct a parking lot on the Parking Lot Lands for the non-exclusive use of the medical centre users and the occupants of and visitors to the residential buildings.

(iii) the conveyance of the New Georgian Trail Lands to the Town as a road widening

(iv) to be used for the Georgian Trail shall be the parkland conveyance to the Town for the proposed residential development on the Residential Lands and that the Developer will not be required to convey any additional land to the Town for park purposes or pay money to the Town in lieu of such conveyance.

(v) the Developer construct the Georgian Trail on the New Georgian Trail Lands to the satisfaction of the Town.

(iv) the conveyance of the Parking Lot Lands to the Town shall be the provision of a facility, service or matter under section 37 of the Act given in return for the increase in height of development of the Residential Lands in accordance with the Town's Official Plan, if approved.

## 6. Responsibilities of the Town

(i) The Town shall, in so far as it is legally empowered to do, make reasonable efforts to impose on the Medical Centre as a condition of developing the Medical Centre Lands, a condition requiring the Medical Centre to pay to the Town the sum of money calculated in accordance with the formula set in Schedule "C" (The "Parking Lot Payment") to be used by the Town as a contribution to the costs incurred by the Developer of constructing a parking lot on the Parking Lot Lands.

(ii) It is the intention that the Parking Lot Payment will be calculated by the Town prior to the Town granting site plan approval for the development of the Medical Centre Lands for a medical centre and that a provision will be include in the site plan agreement for the medical centre requiring the Medical Centre to pay the Parking Lot Payment to the Town prior to the Town executing this site plan agreement or providing security satisfactory to the Town to ensure that the payment will be made on or before a date set out in the site plan agreement. It is understood and agreed that the minimum Parking Lot Payment shall be \$110,888.

(iii) process the Residential Applications in a timely and expeditious manner consistent with the requirements of the Act.

(iv) once constructed by the Developer, operate and maintain a municipal parking lot on the Parking Lot Lands for the non-exclusive use of the medical centre users and the occupants of and visitors to the residential buildings.

(v) to concurrent with the conveyance of the New Georgian Trail Lands by the Developer in accordance with section 5(b)(ii), convey the Georgian trail lands to the Developer free of all encumbrances for the nominal consideration of One (\$1.00) Dollar, reserving an access easement over the Georgian Trail Lands to provide access to the Medical Centre Lands and the Parking Lot Lands.

(vi) To permit a minimum of one vehicular ingress and egress access to Huron Street from the Residential Lands

(vii) To permit services and any necessary easements required for the Residential Lands on the Driveway Lands, Parking Lot Lands or the Cidery Transfer Lands.

## 7. General

a) The Developer shall be responsible for one half of the surveying costs and all of the legal costs incurred by the Town to prepare this MOU. The Town will be responsible for any additional costs to complete the conveyances to the Town referred to in this MOU including, without limitation, registration costs and Land Transfer Tax.

b) This MOU is effective only if the Cidery MOU and the Medical Centre MOU are in full force and effect.

## 8. Schedules

The following schedules are attached hereto and form part of this Memorandum of Understanding:

Schedule "A" - Concept Plan

Schedule "B" - Cause "Sense of Place" Standards

Schedule 'C' - Parking Lot Payment Formula

**9. Successors and Assigns**

This Memorandum shall be binding on the Parties and their successors and assigns.

**Signed and Sealed**

**1136965 ONTARIO INC.**

Per \_\_\_\_\_

Name

Title

I have authority to bind the corporation

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**

\_\_\_\_\_  
Ellen Anderson - Mayor

\_\_\_\_\_  
Stephen Keast - Clerk

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SCHEDULE "A"  
CONCEPT PLAN

SCHEDULE 'B'

CAUSE "A SENSE OF PLACE" DESIGN PRINCIPLES

Note: The Cause "A SENSE OF PLACE" design principles as prepared by Richard Moore Consulting Inc. dated March, 2001 is on file in the Clerk's Office, Town of The Blue Mountains.

The Developer acknowledges receipt of a copy of "A Sense of Place" Design Principles

## SCHEDULE "C"

## PARKING LOT PAYMENT FORMULA

The Parking Lot Payment shall be calculated by the Town in accordance with the following formula prior to site plan approval for the development of the Medical Centre Lands for a medical clinic.

In the following formula:

LA – means the land area of the Medical Centre Lands in square metres as confirmed by a survey.

LV – means \$152.16 per square metre

CFA – means the floor area of the medical clinic to be used for commercial uses other than doctor's offices as shown on the approved site plan for the medical clinic

TFL – the total useable floor area of the medical clinic as shown on the approved site plan for the medical clinic

## FORMULA

$$\frac{\text{CFA}}{\text{TFA}} \times (\text{LA} \times \text{LV}) = \text{PARKING LOT PAYMENT}$$

EXAMPLE - Based on current information

$$\frac{2500 \text{ square feet}}{9000 \text{ square feet}} \times (2619.7 \text{ square metres} \times \$152.16 = \$398,613.) = \$110,888.$$

**MEMORANDUM OF UNDERSTANDING****Dated: July 15, 2009****Between****2138504 ONTARIO INC  
ANDRE CORBEIL- In Trust  
("The Cidery")****And****THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS  
(The "Town")****1. Agreement**

The Parties agree as follows:

**2. Purpose**

The purpose of this Memorandum of Understanding is to define the respective responsibilities of the Cidery and the Town with regard the conveyance of a part of the Cidery's Lands to the Town, the Demolition Work, the Electrical Work, the construction of a parking lot on the Cidery Lands. The Town agrees to purchase lands from the Cidery in order to facilitate a future medical centre, accommodate the Demolition Work, including the waiving of tipping fees and to provide an area for future Town parking, all of which is all considered to be in the public interest.

**3. Definitions**

In this Memorandum of Understanding:

"Act" means the Planning Act, R.S.O. 1990, c.P.13 as amended;

"Cidery Lands" means the lands owned by the Cidery and shown in broken grey lines on the Concept Plan;

"Cidery Transfer Lands" means that part of the Cidery Lands shown on the Concept Plan as Cidery Transfer Lands;

"Concept Plan" means the King/Elgin/Huron Streets Commercial Concept Plan attached as Schedule "A" to this Memorandum of Understanding;

"Demolition Work" means demolition of the west building on the Cidery Lands as shown on the Concept Plan as "Building to be Demolished", repair of the face of the west wall of the remaining building and grading the site;

"Developer" means 1136965 Ontario Inc.;

"Developer's Lands" means the lands owned by the Developer and shown in heavy black lines on the Concept Plan;

"Developer MOU" means a Memorandum of Understanding dated July 15, 2009 between the Developer and the Town;

"Developer's Transfer Lands" means that part of the Developer's lands shown on the Concept Plan as Developer's Transfer Lands;

“Electrical Services” means the existing hydro pole, transformers and electrical lines located on the Cidery Transfer Lands which provide electricity to the building on the Cidery Lands;

“Electrical Work” means the removal and relocation of the Electrical Services from the Cidery Transfer Lands to a new location on that part of the Cidery Lands remaining in the ownership of the Cidery, including disconnection and reconnection of the electrical service to the building on the Cidery Lands;

Parties” mean the Cidery and the Town;

Unless the context otherwise requires words importing the singular includes the plural and vice versa and words importing a gender include all genders.

#### **4. Applications by the Cidery and the Developer**

The Parties acknowledge that 2138504 Ontario Inc. and Andre Corbeil – In Trust are the registered owners of the lands described herein as the Cidery Lands

The Parties further acknowledge that the Cidery proposes to make an application to the Town in accordance with the Act for site plan approval for the development of a parking lot on its lands.

The Parties further acknowledge that the Developer proposes to make applications to the Town in accordance with the Act for amendments to the Town’s Official Plan and Zoning By-law and for site plan approval (the “Developer’s Applications”) to permit the development of dwelling units in two (2) residential buildings on its lands as shown on the Concept Plan.

The Parties further acknowledge that the Town has entered into the Developer MOU which provides for the conveyance to the Town of the Developer’s Transfer Lands.

#### **5. Responsibilities of the Cidery**

##### **(A) Cidery Transfer Lands and Demolition**

The Cidery agrees:

1. to, by no later than August 31st, 2009, enter into a contract(s) with a contractor(s) to undertake and complete the Demolition Work and the Electrical Work and provide copies of the contract(s) to the Town to be held by the Town as confidential documents.
2. to, by no later than November 30<sup>th</sup>, 2009 complete the Demolition Work and the Electrical Work to the Town’s satisfaction, acting reasonably
3. to, on or before August 31, 2009, convey the Cidery Transfer Lands to the Town free of all encumbrances for its fair market value of \$107,120. (the “Purchase Price”) subject to the reservation of an easement in favour of the Cidery over the driveway shown on the Concept Plan on the Cidery Transfer Lands to provide ingress and egress to the Cidery Lands from and to King Street (Highway 26). The completion of this transaction is conditional on the Town satisfying itself that the Cidery Transfer Lands are environmentally suitable for their proposed use and are certified as such by a professional engineering consultant or equivalent, in accordance with the guidelines of the Ministry of Environment or such other guidelines as may be appropriate at the Town’s Cost. This condition is for the sole benefit of the Town and may be waived by the Town at any time.
4. to use the Purchase Price for the purpose of paying its contractor(s) for the Demolition Work and the Electrical Work and that on completion of the

conveyance of the Cidery Transfer Lands, \$10,000. of the Purchase Price shall be held "in trust" by the Town's solicitor and not released to the Cidery until the Town notifies its solicitor in writing that the Electrical Work is completed.

5. if, for any reason, the Cidery has not completed the Electrical Work by November 30th, 2009, the Town may at any time after November 30, 2009, at the Cidery's expense, enter onto the Cidery Lands and undertake and complete the Electrical Work. All costs incurred by the Town for the Electrical Work shall be deducted from the \$10,000. held by the Town Solicitor pursuant to Section 5(A)4 and paid by the Town Solicitor to the Town and the balance of the \$10,000. will then be paid to the Cidery.
6. the provisions of this MOU shall not merge but shall survive the closing date of the conveyance of the Cidery Transfer Lands to the Town.

### **(B) Parking Lot and Landscaped Area**

. The Cidery agrees:

1. to develop a paved parking lot on the Cidery Lands in the location shown on the Concept Plan generally in accordance with the Concept Plan. It is understood and agreed that the development of the parking lot can await the finalization of the Community Improvement Plan by the Town.
2. to make application to the Town in accordance with the Act for site plan approval for the construction of the parking lot and enter into a Site Plan Agreement with the Town, in a form satisfactory to the Town, acting reasonably, which shall include an approved site plan, approved grading and drainage plan and approved landscape plan.
3. that the future use of the Landscaped area north of the Cidery building on the Parking Lot Lands and the Landscaped area on the Cidery lands adjacent to the proposed driveway on the Developer's Lands shall be further considered under the detailed design process as possible future public parking areas at the discretion of the Town, excluding a minimum of fourteen (14) feet from the Cidery building facing north, northwest which will be Cidery lands.
4. to the overall development concept as shown on the Concept Plan including but not limited to the residential development, trails, parking areas etc.
5. to not object to the Developer's Applications.

### **6. Responsibilities of the Town**

The Town agrees:

1. to waive the site plan review and agreement fees and process the site plan application for the parking lot on the Cidery Lands in a timely and expeditious manner consistent with the requirements of the Act.
2. to provide a survey of the Cidery Transfer Lands and pay the Cidery's legal costs to transfer the Cidery Transfer Lands to the Town.
3. to convey the Developer's Transfer Lands to the Cidery forthwith after its has registered a conveyance of these lands from the Developer in accordance with the Developer MOU and the Cidery has completed the Demolition Work and the Electrical Work.
4. to include the Cidery parking lot improvements, retaining wall and landscaping as part of the Community Improvement Plan in order that financial assistance may be applied for if financial assistance is included in the approved Community Improvement Plan, to waive the tipping fees for the disposal of material from the demolished building at the Town's landfill site and permit the Cidery to utilize the

“pit run” gravel at the Town’s landfill for filling the site in the location of the demolished building at no cost to the Cidery, other than the cost of transporting it from the landfill site to the Cidery Lands which shall be the Cidery’s cost.

**7. General**

This MOU is effective only if the Developer MOU is in full force and effect.

**8. Schedules**

The following schedules are attached hereto and form part of this Memorandum of Understanding:

Schedule “A” - Concept Plan

**9. Successors and Assigns**

This Memorandum shall be binding on the Parties and their successors and assigns.

**Signed and Sealed**

**2138504 ONTARIO INC**

Per \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation

**ANDRE CORBEIL – In Trust**

\_\_\_\_\_

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**

\_\_\_\_\_

Ellen Anderson - Mayor

\_\_\_\_\_

Stephen Keast - Clerk

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SCHEDULE "A"

CONCEPT PLAN

**MEMORANDUM OF UNDERSTANDING**

**Dated** July 15, 2009

**Between**

**NORTH EAST GREY HEALTH CLINICS INC. ("the Medical Centre")**

**and**

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS  
(the "Town")**

**1. Agreement**

The Parties agree as follows:

**2. Purpose**

The purpose of this Memorandum of Understanding is to define the respective responsibilities of the Medical Centre and the Town with regard to the conveyance of the Development Lands to the Medical Centre and the development of these lands for a medical centre.

The Town acknowledges that it has entered into the Cidery MOU which provides for the conveyance to the Town of the Cidery Transfer Lands and the Developer MOU which provides for the conveyance to the Town of the Medical Centre Lands on the terms and conditions set out in these MOU's.

The Medical Centre acknowledges that the Developer MOU provides, among other things, that the conveyance of the Medical Centre Lands to the Town will contain a provision reserving an option in favour of the Developer to purchase the Medical Centre Lands from the Town or its successors in title for the nominal consideration of One (\$1.00) Dollar in the event that the Medical Centre has not commenced construction of the medical centre by a date (the "Option Date") four (4) years from the date the Developer conveyed the Medical Centre Lands to the Town. This option shall be exercised in writing by no later than sixty (60) days from the Option Date failing which the option shall expire.

The Parties agree that it is their intention to enter into a further Memorandum of Understanding dealing with the provision of financial assistance by the Town to the Medical Centre for the construction and operation of the medical centre and the timing and terms and conditions under which the Town will convey the Development Lands to the Medical Centre (the "Financial MOU").

**3. Definitions**

In this Memorandum of Understanding:

"Act" means the Planning Act, R.S.O. 1990, c.P.13 as amended;

"Cidery" means 2138504 Ontario Inc and Andre Corbeil – In Trust;

"Cidery MOU" means a Memorandum of Understanding dated July 15, 2009 between the Cidery and the Town;

“Cidery Transfer Lands” means the Cidery Transfer Lands shown on the Concept Plan;

“Concept Plan” means the King/Elgin/Huron Streets Commercial Concept Plan attached as Schedule “A” to this Memorandum of Understanding;

“Developer” means 1136965 Ontario Inc.;

“Developer’s Lands” means the lands owned by the Developer and shown in heavy black lines on the Concept Plan;

“Developer MOU” means a Memorandum of Understanding dated July 15, 2009 between the Developer and the Town;

“Development Lands” means the Medical Centre Lands and that part of the Cidery Transfer Lands lying to the west of the driveway from King Street (Highway 26) shown on the Concept Plan together with an easement in favour of the Medical Centre over this driveway and the Driveway Lands to provide ingress and egress to the Development Lands from and to King Street (Highway 26);

“Driveway Lands” means that part of the Developer’s Lands shown on the Concept Plan as the Driveway Lands;

“Medical Centre Lands” means that part of the Developer’s Lands shown on the Concept Plan as the Medical Centre Lands;

“Medical Professional” means a member of the College of Physicians and Surgeons and a registered nurse practitioner;

“MOU” means this Memorandum of Understanding;

“Parking Lot Lands” means that part of the Developer’s Lands shown on the Concept Plan as Parking Lot Lands;

“Parties” mean the Medical Centre and the Town;

“Required Approvals” means all of the approvals required by law to commence construction of the medical centre on the Development Lands;

Unless the context otherwise requires words importing the singular includes the plural and vice versa and words importing a gender include all genders.

#### **4. Applications by the Medical Centre**

1. The Parties acknowledge that the Medical Centre proposes to make an application to the Town in accordance with the Act for site plan approval to permit the development of a medical centre on the Development Lands (the “Application”).
2. Despite anything contained in this MOU, the Parties agree that none of the provisions of this MOU, including the proposed location of buildings and parking areas on the Development Lands shown on the Concept Plan, are intended to operate, nor have the effect of operating in any way to fetter the Town Council in the exercise of any of the Council’s discretionary powers, duties or authorities with respect to the Application. The Medical Centre acknowledges that the final location of the building and parking area may be in a different location than shown on the Concept Plan and that it will not obtain any advantageous planning or other considerations or treatment by virtue of it having entered into this MOU or by virtue of the existence of this MOU.

## **5. Responsibilities of the Medical Centre**

The Medical Centre agrees:

1. to develop the Development Lands generally in accordance with the Concept Plan and that the architectural elements of all buildings to be constructed on the Development Lands shown on the approved drawings required by section 41(4) of the Act shall be generally in accordance with the Cause "Sense of Place" Design Principles described in Schedule "B" to this Memorandum of Understanding.
2. to satisfy itself, at its cost, that the Development Lands are environmentally suitable for their proposed use.
3. that the conditions of site plan approval and the site plan agreement for the development of the Development Lands shall provide, among other things, that the Medical Centre construct the driveway shown on the Concept Plan which provides access to the Development Lands from King Street (Highway 26) and that the Medical Centre pay to the Town the sum of money calculated in accordance with the formula set in Schedule "C" (The "Parking Lot Payment") to be used by the Town as a contribution to the costs incurred by the Developer of constructing a parking lot on the Parking Lot Lands. It is understood and agreed that the minimum Parking Lot Payment shall be \$110,888.
4. It is the intention that the Parking Lot Payment will be calculated by the Town prior to the Town granting site plan approval for the development of the Development Lands for a medical centre and that a provision will be include in the site plan agreement for the medical centre requiring the Medical Centre to pay the Parking Lot Payment to the Town prior to the Town executing the site plan agreement or providing security satisfactory to the Town to ensure that the payment will be made on or before a date set out in the site plan agreement.
5. to not commence construction of the medical centre until it has received all of the Required Approvals and all of the provisions of the Financial MOU with respect to the timing and terms and conditions under which the Town will convey the Development Lands to the Medical Centre have been satisfied.

## **6. Responsibilities of the Town**

1. The Town shall process the Application in a timely and expeditious manner consistent with the requirements of the Act.
2. The Town shall, after it has received a conveyance of the Parking Lot Lands and the Developer has constructed a municipal parking lot on the Parking Lot Lands, operate the parking lot for the non-exclusive use of the medical centre users.

## **7. General**

The Medical Centre shall be responsible for one half of the surveying costs incurred by the Town to prepare and deposit the surveys required for the conveyance of the Medical Centre Lands and the Cidery Transfer Lands to the Town.

This MOU is effective only if the Cidery MOU and the Medical Centre MOU are in full force and effect.

## **8. Schedules**

The following schedules are attached hereto and form part of this Memorandum

of Understanding:

Schedule "A" - Concept Plan

Schedule "B" - Cause "Sense of Place" Design Principles

Schedule "C" - Parking Lot Payment Formula

**1. Successors and Assigns**

This Memorandum shall be binding on the Parties and their successors and assigns.

**Signed and Sealed**

**NORTH EAST GREY HEALTH CLINICS INC.**

Per \_\_\_\_\_  
Lynn Johnston – Chair

Per \_\_\_\_\_  
Bob Holden – Treasurer

We have authority to bind the Corporation

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**

\_\_\_\_\_  
Ellen Anderson - Mayor

\_\_\_\_\_  
Stephen Keast – Clerk

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SCHEDULE "A"

CONCEPT PLAN

SCHEDULE "B"

CAUSE "SENSE OF PLACE" DESIGN PRINCIPLES

Note: The Cause "A SENSE OF PLACE" design principles as prepared by Richard Moore Consulting Inc. dated March, 2001 is on file in the Clerk's Office, Town of The Blue Mountains.

The Medical Centre acknowledges receipt of a copy of "A Sense of Place" Design Principles

## SCHEDULE "C"

## PARKING LOT PAYMENT FORMULA

The Parking Lot Payment shall be calculated by the Town in accordance with the following formula prior to site plan approval for the development of the Development Lands for a medical centre.

In the following formula:

LA – means the land area of the Medical Centre Lands in square metres as confirmed by a survey.

LV – means \$152.16 per square metre

CFA – means the floor area of the medical centre to be used for commercial uses other than Medical Professionals' offices as shown on the approved site plan for the medical centre

TFL – the total useable floor area of the medical centre as shown on the approved site plan for the medical centre

## FORMULA

$$\frac{\text{CFA}}{\text{TFA}} \times (\text{LA} \times \text{LV}) = \text{PARKING LOT PAYMENT}$$

EXAMPLE - Based on current information

$$\frac{2500 \text{ square feet}}{9000 \text{ square feet}} \times (2619.7 \text{ square metres} \times \$152.16 = \$398,613.) = \$110,888.$$