

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 05-146**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CORPORATION OF THE CITY OF PETERBOROUGH AND TRENT  
UNIVERSITY**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL  
THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute a Memorandum of Understanding between The Corporation of the City of Peterborough and Trent University with respect to a capital contribution to the DNA Cluster Project, in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 4<sup>th</sup> day of July, 2005

By-law read a third time and finally passed this 4<sup>th</sup> day of July, 2005

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Leigh Doughty, Deputy Clerk

## SCHEDULE "A"

### MEMORANDUM OF UNDERSTANDING

B E T W E E N:

THE CORPORATION OF THE CITY OF PETERBOROUGH  
(the "City")

and

TRENT UNIVERSITY  
(the "University")

**WHEREAS** the City and the University (collectively, the "Parties") have identified certain projects and matters of mutual interest (collectively, the "Projects") that require them to act co-operatively and expeditiously for their mutual benefit;

**AND WHEREAS** the City has undertaken to provide the University with Two Million (\$2,000,000.00) dollars, in four equal annual installments payable on or before June 15<sup>th</sup> of each year, commencing in 2005, as a capital contribution to the University's DNA Project and the University has undertaken to make certain of its lands available for transfer to the City in connection with the Projects;

**AND WHEREAS** the City acknowledges that upon the signing of this Agreement, together with the Framework Agreement which is referred to in Article 10 below, the revenue sharing condition adopted by City Council on 1 November 2004, shall be deemed to be satisfied;

**AND WHEREAS** the Parties have identified three levels of priority for the Projects and have categorized the Projects accordingly;

**AND WHEREAS** the Parties acknowledge that, notwithstanding identifying and prioritizing the Projects, they will each act in a fiscally responsible manner;

**AND WHEREAS** the Parties agree that Projects 2 to 6 inclusive are matters that will largely provide infrastructure support for the University's growth on and in the vicinity of the Symons Campus.

**AND WHEREAS** the Parties agree that Projects 7 and 8 are matters to be accepted-in-principle with a clear process for developing a mutually acceptable agreement;

**AND WHEREAS** the Parties agree that Projects 9 and 10 are matters to be accepted-in-principle with an accompanying period of exclusive negotiation during which it is anticipated that a mutually acceptable agreement will be developed;

**AND WHEREAS** the Parties acknowledge that they will each be required to seek final approval from their respective governing body for certain Projects;

**NOW THEREFORE** in consideration of the mutual covenants set forth below the City and the University agree as follows:

The Memorandum of Understanding will address the following:

1. Payment by the City to the University;
2. The Future Ring Road;
3. 1671 Water Street Road Widening;
4. Armour Road Re-alignment;
5. Nassau Mills Bridge Rebuild;
6. Rotary Trail and Pedestrian Bridge;
7. Sport Field Development;
8. Future Affordable Housing Site;
9. The North-East Corner of Woodland Drive and Water Street; and
10. Potential PUS/Trent University Electrical Generation Project.

**A. CAPITAL CONTRIBUTION OF CITY TO DNA PROJECT**

**1. Payments by the City to the University**

The City agrees to:

- 1.1 Provide the University with Two Million (\$2,000,000.00) Dollars in four equal annual installments payable on or before June 15<sup>th</sup> of each year, commencing in 2005 as a capital contribution to the University's DNA Project.

**B. PROJECTS FOR IMMEDIATE ACCEPTANCE**

**2. The Future Ring Road:**

The parties agree and acknowledge that:

- 2.1 The need, justification and location of the Future Ring Road will be established through the appropriate traffic and transportation studies and the completion of an environmental assessment process. The location of the future Ring Road is shown conceptually in Schedule A.
- 2.2 The City is not, at this time, making any commitments concerning capital funding nor to the future closing of the existing Nassau Mills Road between the proposed southern and northern intersections of Nassau Mills Road with the Future Ring Road.
- 2.3 In the event the City informs the University that it has the capital funds available to construct the Future Ring Road and that it has obtained all necessary approvals to construct such road, the University shall transfer, forthwith and without cost to the City, the land required for the construction of the Future Ring Road and any land required to construct intersections with existing public highways.

- 2.4 In the event that the City closes a section of the west end of Pioneer Road between the existing Nassau Mills Road and the Future Ring Road, the City agrees to convey such closed section of that public highway, without cost to the University, subject to retaining necessary easements and rights-of-way.
- 2.5 In the event that the City closes a section of Nassau Mills Road which is by-passed by the Future Ring Road and the City decides to dispose of such closed section of the public highway, the City agrees to convey it without cost to the University, subject to retaining necessary easements and rights-of-way.
- 2.6 The University shall be entitled to review the detailed engineering design drawings proposed by the City for the Future Ring Road. If the location of the Future Ring Road is materially different from that shown conceptually on Schedule "A", the City acknowledges the University's right to review the impact of such material change on their lands in the vicinity of the Future Ring Road and that the provisions of Article 2 may have to be amended in a manner satisfactory to the University and the City.
- 2.7 The City shall be responsible for the costs of the reference plan of survey and all other costs related to the Ring Road.

**3. 1671 Water Street Road Widening:**

The parties agree and acknowledge that:

- 3.1 The University currently owns the property known municipally as 1671 Water Street in the City of Peterborough.
- 3.2 The City has obtained other land owned by the University in the past in the vicinity of 1671 Water Street. For reasons unknown, the required land, as shown in Schedule "B", at 1671 Water Street was never obtained by the City.
- 3.3 The future widening of Water Street by the City will require that a portion of the current frontage of 1671 Water Street (the "Frontage") be conveyed from the University to the City. The University shall transfer to the City the land required for the road widening forthwith and without cost to the City upon the signing of this Agreement. The City shall be responsible for the cost of the reference plan of survey and any other costs related to such conveyance.

3.4 Concurrent with the completion of the transfer of the frontage at 1671 Water Street, the City shall release its interest in the remnant road allowance shown conceptually in Schedule "B" which bisects the University's property at the southwest corner of Water Street and Woodland Drive.

**4. Armour Road Re-alignment:**

The Parties agree and acknowledge that:

4.1 The Armour Road Re-alignment, as shown in Schedule "C", has long been contemplated in the City's Official Plan and is a stated precondition to further development in the Auburn North Planning Area. The University currently owns land in this planning area, located south of Nassau Mills Road.

4.2 Following the preparation of the required surveys and any other studies, the University shall forthwith transfer to the City, at no cost, the land required for the Armour Road Re-alignment. The City shall be responsible for the costs of the reference plan of survey.

4.3 Following the Armour Road Re-Alignment and the dedication of the "new" segment of Armour Road as a public highway, the City will close the "old" Armour Road.

4.4 Following the Armour Road Re-alignment, in the event the University holds title to any lands between the "new" Armour Road and the Otonabee River, in the area shown on Schedule "C", it shall forthwith transfer such lands to the City, without cost. The City shall then forthwith commence the process to re-zone such land for use as Open Space. The City agrees to register on title to the subject lands, a restrictive covenant which shall provide that such lands may not be used for any purpose inconsistent with the uses currently permitted in the Open Space designation of the City's Official Plan. The City shall be responsible for the costs of the reference plan of survey and any other costs relating to such conveyance.

4.5 In order to avoid having the University's remaining holdings in this vicinity bisected by the existing Rotary Trail, the City shall, following the reconstruction of the Rotary Trail, transfer to the University forthwith and without cost to the University, the former portion of the railway right-of-way lying north of the re-aligned Armour Road and south of Nassau Mills Road. This portion of land is identified as the Remnant Rail ROW in Schedule "C". The City will be responsible for the costs of the reference plan of survey and any other costs relating to such conveyance.

- 4.6 The City agrees that the proposal to terminate the existing Armour Road shall follow a route that will provide the University the opportunity to develop and market 4 – 5 waterfront building lots between the existing Armour Road and the re-aligned Armour Road.
- 4.7 The University shall be entitled to review the detailed engineering design drawings prepared by the City for the Armour Road Re-alignment. In the event the detailed engineering design drawings contain a road alignment that is materially different from that shown conceptually in Schedule “C”, the City acknowledges the University’s right to review the impact of such material change on their lands in the vicinity of Armour Road and that the provisions of this Article 4 may have to be amended in a manner satisfactory to both parties.

**5. Nassau Mills Bridge Rebuild:**

The parties agree and acknowledge that:

- 5.1 The recent environmental assessment (the “E.A.”) concerning the Nassau Mills Bridge (the “Existing Bridge”) contained a planning horizon and concluded that the Existing Bridge does not have the capacity to meet the projected traffic requirements at the end of the planning horizon or beyond.
- 5.2 The environmental assessment also identified a preferred location for a re-aligned Nassau Mills Bridge (the “New Bridge”). The New Bridge would result in a new intersection with Water Street, located to the south of the current intersection. The conceptual alignment of the New Bridge is shown in Schedule “D”.
- 5.3 On the east side of the Otonabee River, if required in connection with the construction of the New Bridge, and the re-alignment of Armour Road and Nassau Mills Road, the University shall transfer to the City, without cost, additional property required to achieve the preferred alignment of the New Bridge, Nassau Mills Road, so that Nassau Mills Road will intersect with the aligned Armour Road in a manner acceptable to the City.

- 5.4 The University has identified land, currently owned by the City, on the west side of the Otonabee River, located to the north of the new intersection of Nassau Mills Road and Water Street and below the existing intersection of Nassau Mills Road and Water Street, as shown in Schedule “D”, that the City, while retaining ownership, is prepared to make available for the University’s use, for purposes consistent with the City’s Official Plan. The University shall assume all costs associated with any landscape enhancements or other improvements to land described in sub-section 5.4.
- 5.5 The City has identified land currently owned by the University, at the tip of the peninsula, as shown in Schedule “E”, which would be appropriate for a reciprocal use agreement. The University shall retain ownership of the land described in this sub-section and permit such encroachments, easements and/or rights of way required to facilitate the construction, maintenance and use of the pedestrian bridge and any appurtenant features thereto, proposed for the location shown on Schedule “E”. Any use of the peninsula lands will be consistent with the Open Space designation, as provided for in the City’s Official Plan, and consistent with its proximity to the Rotary Trail and the Pedestrian Bridge and subject to the University’s approval.
- 5.6 The City will be responsible for the costs of the reference plan of survey and any other costs relating to the New Bridge and the conveyance.
- 5.7 The City acknowledges that in the event the final alignment of the New Bridge is materially different from that contemplated in the E.A., then the University has the right to review the implications on the University’s lands and that the provisions of Article 5 may have to be amended in a manner satisfactory to both parties.

**6. Rotary Trail and Pedestrian Bridge:**

The parties agree and acknowledge that:

- 6.1 The continued development of the Rotary Trail contains several aspects that are related to and/or contingent upon:
- i. the staged implementation of the Armour Road Re-alignment;
  - and/or
  - ii. the construction, final alignment and design of the New Bridge.
- 6.2 The Rotary Trail is an important public space and is a significant recreational benefit to the City and the University.

- 6.3 The Armour Road Re-alignment will necessitate the re-alignment of the Rotary Trail as shown conceptually in Schedules “D” and “E”.
- 6.4 Any re-alignment of the Rotary Trail will be designed and built to respect vehicular access to the Stan Adamson power plant (the “Power Plant”) and the University’s weather station.
- 6.5 Notwithstanding the need to re-align the access road to the Power Plant, the City will ensure that vehicular access to the Power Plant will not be interrupted during, or as a result of, the construction of the re-aligned access road.
- 6.6 A pedestrian bridge across the Trent-Severn Canal (the “Canal”), at the location shown conceptually on Schedules “D” and “E”, will provide an important link over the Canal and enable people to travel to the University and from there to Lakefield via the Rotary Trail.
- 6.7 The pedestrian bridge and the new portions of the Rotary Trail will not prevent the University’s access to the Canal to the point of the peninsula, to Nassau Mills Road or to the Peterborough Rowing Club.
- 6.8 The construction of the pedestrian bridge will require that suitable materials be used to create a ramp on both ends of the pedestrian bridge. As a result, there may be some encroachment upon University-owned land on both sides of the Canal in the vicinity of the pedestrian bridge.
- 6.9 The City shall invite the University to comment on the design features of the Rotary Trail project and the pedestrian bridge.
- 6.10 In response to the University’s offer, the City may, with the co-operation of the University, on University land owned and identified by the University, construct a temporary trail from the pedestrian bridge to the southern end of the University-to-Lakefield portion of the existing Rotary Trail.
- 6.11 The University shall not be responsible for the costs of the trail, the pedestrian bridge or any conveyances.
- 6.12 The City acknowledges that in the event the final alignment of the pedestrian bridge is materially different from that shown conceptually on Schedules “D” and “E” then the University has the right to review the implications on the University’s lands and that the provisions of Article 6 may have to be amended in a manner satisfactory to both parties.

## **C. PROJECTS FOR ACCEPTANCE-IN-PRINCIPLE**

### **7. Sport Field Development:**

The parties agree and acknowledge that:

- 7.1 The City has a critical shortage of land for active sport fields. The City has identified approximately 12-15 acres of land located on the south side of the Future Ring Road, as identified in Schedule "F". The City's development of active sport fields in this location would assist the University to meet its own need for active sport fields. In the event that the lands identified in Schedule "F", are not suitable for the development of active sport fields, as determined by either the University or the City, then the University agrees that it will use its best efforts to work with the City to identify alternative lands.
- 7.2 The costs associated with any required environmental assessment for the active sport fields will be the sole responsibility of the City.
- 7.3 The costs associated with developing the active sport fields will be the City's sole responsibility; however, this does not preclude the City from engaging other partners, including the University, in the development and joint use of the active sports fields. The City and the University will work together to identify and select appropriate partners for the development of the active sport fields.
- 7.4 The University will retain ownership of the active sport fields and permit the City to use such lands free of charge and the University shall be entitled to use the active sport fields, and the Parties agree to enter into a joint use agreement at the appropriate time.

### **8. Future Housing Site:**

The Parties agree and acknowledge that:

- 8.1 The City is responsible for the development and delivery of social and affordable housing. The City has identified a 4.0-acre site (the "Four Acre Site"), owned by the University, located on the west side of Water Street, to the north of University Heights Blvd and to the south of the existing Tim Horton's, as shown on Schedule "G", that is suitable for the development of a housing project consisting predominantly of Affordable Housing (the "Affordable Housing Development(s)"). For the purposes of this Article, Affordable Housing means housing which is modest in terms of floor area and amenities, based on household needs and community norms, and is priced at or below average housing rents for the City of Peterborough.

- 8.2 The University shall, in exchange for one (\$1.00) dollar, the receipt and sufficiency of which is hereby acknowledged, grant the City a ten (10) year option to purchase, without charge, the Four Acre Site, which option period shall begin on the date of execution of this agreement. During this time, the City shall use its best efforts to secure a proponent for the Housing Development. The University acknowledges that the City may exercise its option to acquire the Four Acre Site, or any part or parts thereof in phases from time to time during the said option period.
- 8.3 In the event the City secures such a proponent, the University will transfer the Four Acre Site, or any part thereof from time to time, to the City, without charge for an Affordable Housing Development or Affordable Housing Developments. The City shall be responsible for the costs of the reference plan of survey and all other costs relating to such conveyance or conveyances.
- 8.4 If, at the end of the 10-year option period, the City has not secured proponents for Affordable Housing Development(s), the City's option to purchase and the University's obligation to convey the Four Acre Site or any remaining part thereof, shall end and the University shall be entitled to dispose of such property.
- 8.5 The Four Acre Site is only to be developed for the purposes of Affordable Housing Development(s). Any conveyance from the University shall contain covenants to this effect which shall be binding upon the City and any transferee from the City. If construction of a Housing Project has not commenced within five (5) years of registration of a transfer from the University, such transferee shall re-convey the lands to the University at no cost to the University, free of all encumbrances. An agreement to this effect shall be registered on title at the time of any conveyance from the University to the City.
- 8.6 The University has an important interest in not having the Affordable Housing Development(s) compete for tenants with its student residences (the "University Residences"). Accordingly, any Affordable Housing Development(s) undertaken by the City, or an organization controlled by the City, shall not compete with the University Residences. Furthermore, the City shall enter into an agreement with any proponent of an Affordable Housing Development, or utilize such other mechanisms available to it, to ensure that any such proponent shall obtain tenants who meet the City's requirements for tenancy in an Affordable Housing Development. The City and the University shall work together on a co-operative basis to ensure that, to the extent permitted by applicable laws, the City's

requirements for tenancy in the Affordable Housing Developments are such they will not compete for tenants with the University Residences.

**D. PROJECTS REQUIRING EXCLUSIVE PERIOD OF NEGOTIATION**

**9. The North-West Corner of Woodland Drive and Water Street**

The Parties agree and acknowledge that:

9.1 The City is currently involved in inter-municipal discussions with the Township of Smith-Ennismore-Lakefield (the "Township") concerning the ongoing development of lands in the vicinity of the boundary of the City and the Township. There is a 29.1-hectare parcel of land, as shown on Schedule "H", currently owned by the University, situated at the northwest corner of Woodland Drive and Water Street that may help resolve certain municipal interests of the City and the Township.

9.2 The University agrees to refrain from disposing of the 29.1-hectare parcel for a period of two years, to permit the City to complete the inter-municipal discussions referred to above. In the event the negotiations are completed sooner than two years following the execution of this agreement, the condition shall cease to apply.

**10. Potential PUSI/Trent University Electrical Generation Project:**

The Parties agree and acknowledge that:

10.1 The University and the Peterborough Utility Services Inc. ("PUSI") have entered into a Framework Agreement concerning the joint development of a water-powered, electricity generation project (the "Electrical Generation Project"). The potential locations for the two sites composing the Electrical Generation Project are shown in Schedule "I".

**E. MISCELLANEOUS**

The Parties agree and acknowledge that:

11.1 The City will waive the requirement for any payment of cash in lieu of parkland associated with the entire DNA Project consisting of four buildings each having an area of approximately 22,000 square feet.

11.2 Where this Agreement has used the singular, such word or phrase shall be, where the context requires it, read to include the plural. Where this Agreement has used the plural, such word or phrase shall be, where the context requires it, read to include the singular.

- 11.3 Each Party shall be responsible for paying their own legal costs for matters associated with or contemplated by this Agreement, unless one Party has specifically undertaken to pay the other's reasonable legal expenses.
- 11.4 The headings contained in this Agreement exist as a courtesy to the reader and shall not be referred to assist in the interpretation of the Agreement.
- 11.5 The Parties agree to use their best efforts to enter into such other agreements and transactions contemplated by, or referred to within, this Agreement in a timely manner.
- 11.6 Following the execution of this Agreement, the intent of the revenue sharing condition adopted by City Council on 1 November 2004, pertaining to the first phase of the DNA Project will have been satisfied.
- 11.7 This is a public document and may be disclosed to anybody who makes a lawful inquiry.

**IN WITNESS WHEREOF** this agreement has been duly executed by the parties.

<b>SIGNED, SEALED AND DELIVERED</b>	)	<b>THE CORPORATION OF THE</b>
	)	<b>CITY OF PETERBOROUGH</b>
in the presence of:	)	
	)	_____
	)	Sylvia Sutherland
	)	Mayor
	)	
	)	_____
	)	Nancy Wright-Laking
	)	City Clerk
	)	
	)	<b>TRENT UNIVESRITY</b>
	)	
	)	_____
	)	Bonnie Patterson
	)	President and Vice-Chancellor
	)	
	)	_____
	)	Don O'Leary
	)	Vice-President (Administration)