

LANSDOWNE PARTNERSHIP PLAN



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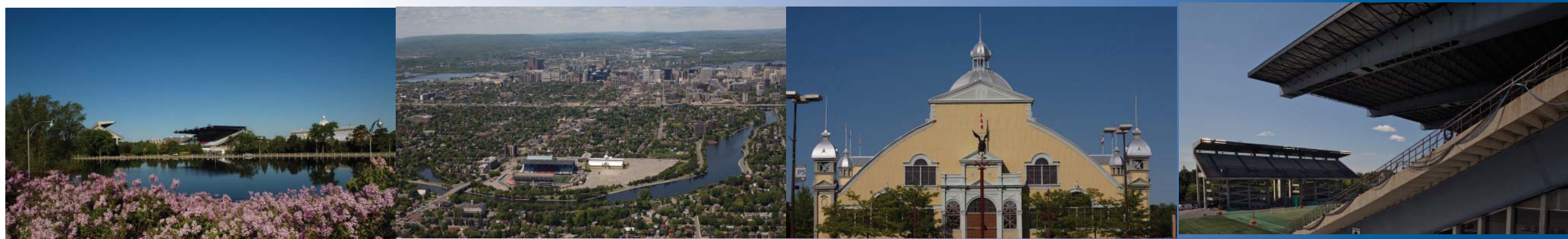
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Lansdowne

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EXECUTIVE SUMMARY

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THE TRANSFORMATION OF LANSDOWNE PARK

An innovative, dynamic solution has been developed for the transformation of Lansdowne Park by the City of Ottawa in partnership with Ottawa Sports & Entertainment Group (OSEG). The solution responds directly to the City of Ottawa's Council motion to create a sustainable green space for residents of the nation's capital and transform a dilapidated parking lot into a 'pearl' along the Rideau Canal.

Council's directives have been met, and in many instances, exceeded to provide for a redeveloped composite of community green space, an iconic world-class sports venue and exclusive retail and commercial entities. The proposed redevelopment is to be done in two phases:

- Phase 1, to be complete by 2013, includes:
 - » the refurbishment of the stadium and arena;
 - » the removal of asphalt to be replaced with a stunning 'front lawn' along the Rideau Canal;
 - » the construction of an underground parkade; and
 - » the development of unique retail shops and services.
- Phase 2 is still conceptual, but includes the development of residential, office and hotel space along Holmwood Avenue and Bank Street.

The total capital cost of Phase 1 is approximately \$250 million with the City of Ottawa and OSEG each contributing \$125 million. To facilitate the management of Lansdowne Park, it has been proposed that a municipal corporation, the Municipal Services Corporation (MSC), wholly owned by the City of Ottawa be created. This corporation, the MSC, would employ the same governance model as that used for the Ottawa Airport Authority, and would enter into a 30-year land lease with OSEG.

OSEG will in turn undertake the redevelopment, construction and operations of the 37-acre Park over the duration of the lease. At the end of 30 years, the land will go back to the City of Ottawa. A fund will be established by OSEG to maintain the buildings and site in a 'like new' condition for the duration of the lease.

The MSC will manage the lease for the City which allows for the transfer of the public asset and governance of Lansdowne Park to an independent Board of Directors, similar to the successful model implemented at the Ottawa Airport Authority. The economic benefits to the City are abundant. The refurbishment of the stadium and arena alone will produce \$7.5 million direct and indirect tax revenue to all levels of government and \$60 million in labour income through the creation of 1229 jobs.

A highlight of the proposal is the removal of the majority of asphalt on the property and the creation of a landscaped front lawn stretching across the acreage to the Rideau Canal.

The National Capital Commission (NCC) and the City of Ottawa have signed a Letter of Understanding regarding the NCC's collaboration in the public consultation process for Lansdowne's front lawn and potential programming opportunities.

The City is also currently in discussions with the NCC and with Parks Canada regarding integration of the Rideau Canal, Queen Elizabeth Driveway and related NCC parkland with the redeveloped Lansdowne Park including, for example, the establishment of boat slips and mooring locations along the Canal in front of Lansdowne.

The front lawn will feature a park setting with pedestrian and cycling paths, as well as restaurants, patios and an outdoor concert hall. Major events such as Winterlude, the Tulip Festival and arts and cultural fairs will be able to expand their reach at Lansdowne and greatly enhance the experience for residents and visitors alike.

Lansdowne Park will become a dynamic venue featuring outdoor theatre, concerts, sports activities, and community events. It will function year-round and complement the Bank Street business and cultural community while retaining its designation as a Traditional Mainstreet. An innovative transportation strategy will reduce the need for on-site or neighbourhood parking and increase the environmental sustainability of the venue.

The Aberdeen Pavilion will maintain its heritage status and become the focal point of the Park. Inside, a series of unique retail outlets – cafes and services – will be housed in transparent structures that allow for thorough sightlines of this beautiful, historical building. The Horticulture Building will be moved to the west side of the Park to revitalize the Ottawa Farmers' Market and augment its function as a core activity.

Frank Clair Stadium and the Civic Centre will be refurbished to create world-class sports facilities that allow for professional and amateur football, soccer, hockey and other athletic activities. This opens the door for the



EXECUTIVE SUMMARY

return of CFL football to Ottawa, and provides opportunities for high-level soccer and hockey matches and tournaments.

The redevelopment will achieve a minimum standard of Leadership in Energy and Environmental Design (LEED) Silver, ensuring that the solution is environmentally responsible and 'green'.

Lansdowne Park will truly be transformed. The Central Canada Exhibition and trade shows will shift their locations to more appropriate venues outside the downtown core or, in the case of trade shows, to the new Ottawa Convention Centre, funded in part by the City of Ottawa and set to open in April 2011.

There will not be any large-scale retail outlets on the Lansdowne site, but instead boutique shops and services that will create a one-of-a-kind experience in a municipal park.

A Public Participation Plan is developed and will ensure comprehensive communications to all key stakeholders and the public including both Francophone and Anglophone audiences. The plan includes the ability to provide feedback through the Ottawa.ca website, through a series of large town hall meetings and focus group workshops. Local media and the public will be kept apprised of all details related to Lansdowne Park. Media notices will let the public know when the focus groups will be held. A compilation of the feedback will be provided in a final Public Participation Report in January 2010.

This Partnership Plan represents the best solution for the legacy of Lansdowne: the City of Ottawa will always retain ownership of the park; the residents of Ottawa will have complete access to an innovative new jewel on the Rideau Canal, and the dilapidation on this treasured site will be gone — once and for all.



EXECUTIVE SUMMARY

SUMMARY OF CITY OF OTTAWA COUNCIL DIRECTIONS & SOLUTIONS

DIRECTION	TRANSFORMATION PROPOSAL
A substantial portion of the existing hard surface area must be reserved as public open spaces that are green and sustainable, suitable for recreational use and complementary to Lansdowne Park's overall function.	A key component of Lansdowne's transformation will be the establishment of a 'front yard' along Queen Elizabeth Drive, which will be integrated with the Rideau Canal. The east and south portions of site will also be converted to parkland to better support seasonal outdoor activities and programming.
The Aberdeen Pavilion remain in its current location and plans must preserve and enhance sight lines and the façade of the Horticultural Building be retained.	The historic Aberdeen Pavilion will become the centrepiece of a revitalized Lansdowne, with sightlines in the park enhanced to better feature the building. The Horticultural Building's unique façade will also be preserved.
Public pedestrian and bicycle access to the Rideau Canal, recreational pathways and gardens and links to adjacent parks be improved.	A comprehensive Transportation Strategy for the park has been developed that preserves links to existing pathways and improves access to site for cyclists and pedestrians through enhanced green space and recreational areas.
Enhance Frank Clair Stadium & the Civic Centre.	A major component of the revitalization program is the enhancement of the Frank Clair Stadium and Civic Centre: new south grandstands will be constructed; the north grandstands will be refurbished; all existing facilities will be upgraded with multi-function program spaces and state-of-the-art technology; and, both facilities will receive complete facelifts.
Recognize Bank Street's designation as a Traditional Main Street.	Lansdowne Park will respect Bank Street's Traditional Main Street designation: new development along Bank Street will continue the tradition of two-storey irregularly shaped blocks, creating a 'village-type' streetscape with mixed pedestrian and vehicle areas.
Enhance opportunities for use of the site by community stakeholders, such as local sports groups.	Lansdowne's numerous indoor and outdoor spaces are being upgraded to better accommodate community groups.
Continue the seasonal Ottawa Farmer's Market in an exterior public space.	The Ottawa Farmers' Market will continue to have a home at Lansdowne Park, in the Horticultural Building, it will enjoy a longer programming season.
Explore opportunities for outdoor performance and festival areas.	Lansdowne's new 'front yard' along Queen Elizabeth Drive and the south and east portions of the site will allow for all-season programming opportunities, including Winterlude, the Tulip Festival, arts and cultural fairs, and other recreation and leisure pursuits.
Achieve a minimum standard of LEED 'Silver' level in proposed buildings.	Lansdowne's redevelopment program will achieve LEED Silver certification through a combination of energy efficiency measures, the conservation of building materials and resources,

DIRECTION	TRANSFORMATION PROPOSAL
	improved indoor environmental quality, water conservation and quality efforts, the reduction of heat and light pollution, reliance on alternative, non-fuel-dependent transportation methods, the conservation and adaptive re-use of existing buildings, historic structures in particular, and the use of green rooftops, where possible.
Plans are able to be implemented in a timely fashion.	Phase 1 of the Lansdowne redevelopment program is anticipated to be complete by 2013. Public consultations and the planning approvals process will begin shortly.
Respect the scale and character of the neighbourhood.	A revitalized Lansdowne Park will respect the scale and character of the surrounding Glebe neighbourhood. New development along Bank Street will continue the tradition of two-storey irregularly shaped blocks, creating a 'village-type' streetscape with mixed pedestrian and vehicle areas, in keeping with the street's Traditional Main Street designation.
No large format ('big box') retail stores.	There will be no 'big box' retail at Lansdowne. On the contrary, Lansdowne's retail component will be limited to unique, 'destination' enterprises that complement the existing Bank Street commercial zone.
Commercial uses be limited to uses that support the main uses on the site, and that the commercial uses be 'boutique' in nature.	A revitalized Lansdowne will feature a vibrant, 'boutique focused' and pedestrian-centric retail sector. Stores will offer products that enhance visitors' sports and entertainment experiences, as well as support the Ottawa Farmers' Market and Made-in-Canada products.
City approves the design and form of any buildings constructed on the site.	Included in official Partnership Plan.
Both members of the partnership must agree on the acceptance of each tenant.	The partners have agreed to jointly approve the mix of tenants on the site.
Public transit options be considered.	A comprehensive Transportation Strategy for the park has been developed that employs OC Transpo and other public transit options to address the various transportation requirements depending upon the nature of the site's events and activities. New, below-grade parking facilities will also be constructed and vehicular access to the site from the Queen Elizabeth Driveway, and related bike and footpaths, will also be enhanced and improved.
Include a comprehensive Public Consultation Process.	A comprehensive communications strategy has been developed that includes a multi-phased public consultation process. Community groups, residents, local businesses and the required government partners will all be engaged in this process.

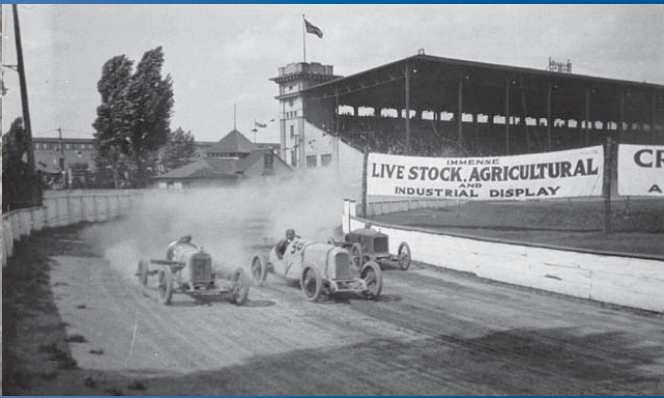
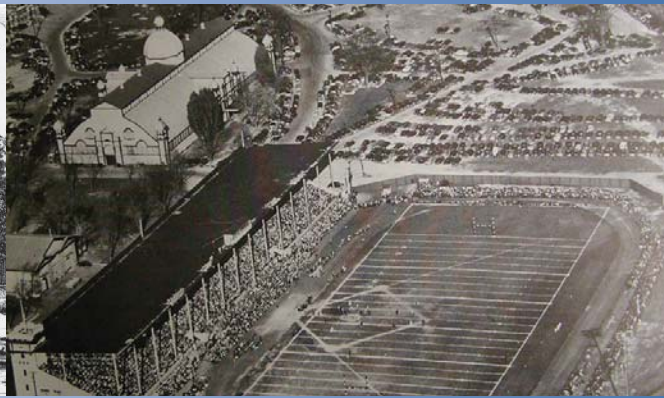
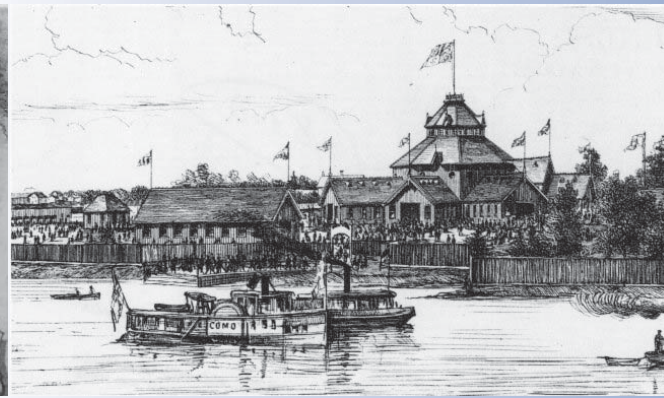
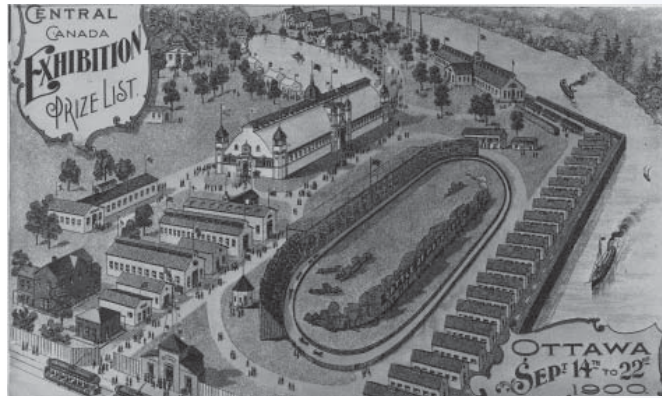
DIRECTION	TRANSFORMATION PROPOSAL
Limit the City of Ottawa's contribution to a dollar amount based on not increasing the overall cost to the taxpayer.	Under the current Memorandum of Understanding, City staff and the OSEG have negotiated an agreement which is forecasted to generate cash and avoid tax pressures. Tax revenues generated through the redevelopment will place the City in a cash-positive position.
Agree not to use any revenues generated to subsidize professional sports.	No tax levies will go to support the professional sports teams. The City will financially support the debenture and the redevelopment program. OSEG will assume responsibility of any construction and operating losses, as well as lifecycle costs. OSEG will realize a reasonable return on its equity, and the City will realize a return on its deemed equity. Any additional net cashflow will be shared equally between the partners. The City will receive property tax revenues resulting from the redevelopment program.
Include consultations with the National Capital Commission and an understanding from the Federal & Provincial Governments regarding their level of financial commitment.	A Letter of Understanding between the City of Ottawa and the NCC has been signed regarding the public consultation process for the site's redevelopment and discussions with the NCC, Parks Canada, and the Province of Ontario are underway.
No housing component.	The Lansdowne Partnership Plan suggests a two-phase approach. Housing is included in the Phase 2 development, which still needs to be refined after Phase 1 has been achieved. Consistent with Council's policies on urban density and residential intensification, to further the year-round use of site, and to offset the operational costs associated with the stadium and arena, it was found that limited residential development would be beneficial. This development will include a low-profile condominium project atop retail space, consistent with neighbourhood scale, and 20-stacked condominium townhouses integrated into the residential fabric of Holmwood Avenue on the south side of site.
Enhance Trade Show & Consumer Show space	While existing indoor facilities will receive significant upgrades and retrofits that will allow for smaller-scale trade show programming, it was found to be most appropriate to refer larger events to other, more appropriate venues. Solutions to relocate trade show activity at Lansdowne Park are still under discussion while alternatives are being explored. The opening of the new Ottawa Convention Centre in April 2011 will provide an excellent opportunity for trade shows but another potential venue to be developed at the Ottawa Airport is being pursued with positive results to date. This solution is still being finalized.



Lansdowne

THE TRANSFORMATION
OF LANSDOWNE PARK

LA TRANSFORMATION
DU PARC LANSDOWNE



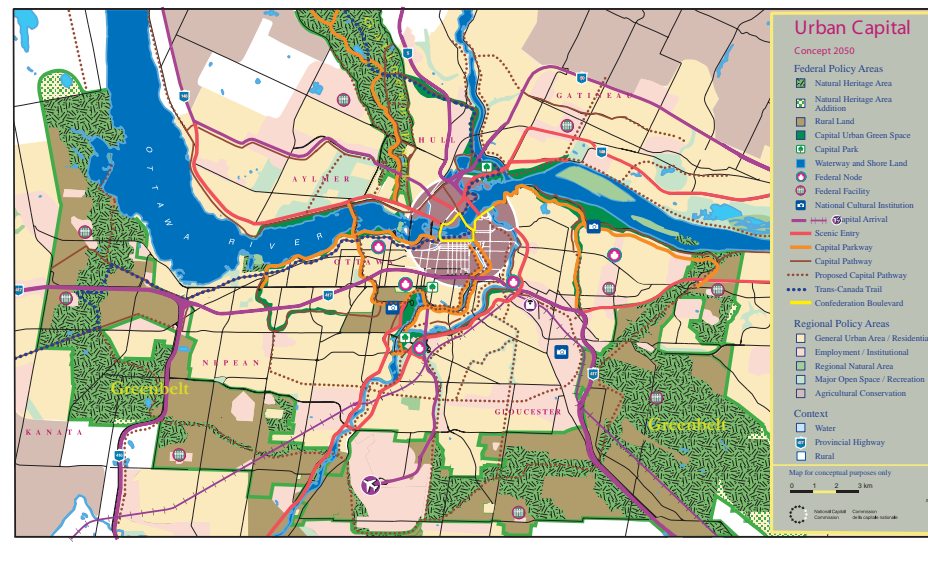
BACKGROUND & HISTORY

BACKGROUND & HISTORY

NATIONAL CAPITAL CONTEXT

Lansdowne enjoys the distinction of being one of the most prestigious locations in Ottawa, the capital of Canada. In the local context, it is a publicly owned, centrally located, city-wide venue for major sporting, cultural and entertainment events.

In the nation's capital context, the site is located along the Queen Elizabeth Driveway (QED), one of the most scenic federal parkways that links major federal attractions along the Rideau Canal.



The Rideau Canal has been designated a UNESCO World Heritage Site. The Canal is a navigable recreational waterway link from the Ottawa River in downtown Ottawa adjacent to Parliament Hill to Kingston and Lake Ontario.

Like Hog's Back, Dow's Lake, the National Arts Centre, the Ottawa Convention Centre and the Rideau locks at the Chateau Laurier, Lansdowne can be a truly unique contribution as one of those urban elements and environments that defines Ottawa as a city and as a capital.

Over the last decade Lansdowne has fallen into disrepair. Debate and discussions have continued as to how Lansdowne Park can be transformed such that it capitalizes on its location, engages itself with the Rideau Canal and continues its historical role as a place where people gather for entertainment leisure and lifestyle pursuits through each of the four seasons.

The debate has challenged all involved to seek solutions for revitalizing Lansdowne so as to appreciate and make a positive contribution to the beautiful and established Glebe Community, while fulfilling its role in the Capital.

HISTORY OF LANSDOWNE

The agricultural fair was a major annual event in communities across Canada in the 19th century. Fairs were held to promote good agricultural practices and to give farmers the opportunity to exchange ideas and show off their crops and stock. In 1850, legislation was passed that allowed any municipality to establish and fund an agricultural society that could purchase land for a fairground.

The Aberdeen Pavilion is the last Canadian example of a 19th-century fair building.

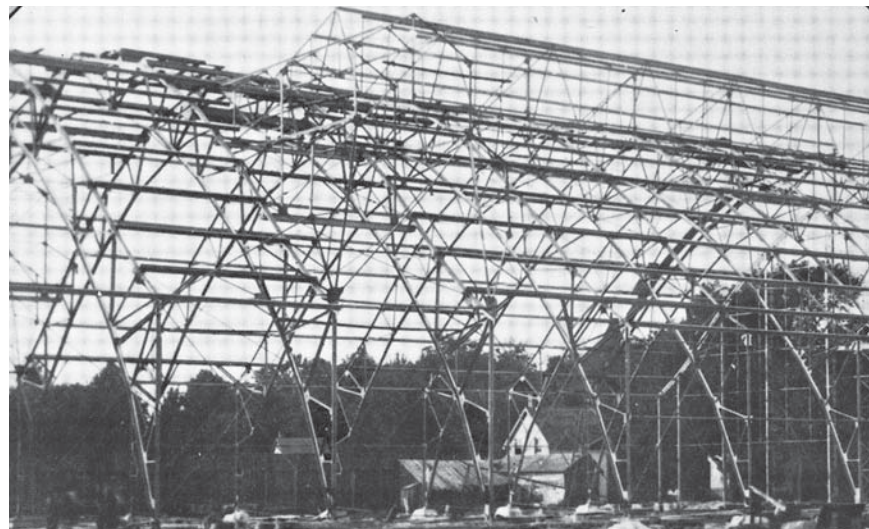
The Ottawa Agricultural Society purchased land at Lansdowne Park in 1869 and the so-called 'Main Building', designed by James Mather, was constructed on the grounds in 1875. That year, the province's travelling provincial exhibition was held in Ottawa. The provincial fair also came to Lansdowne in 1879 and 1887. Additional lands were purchased in 1883. In 1888 the Central Canada Exhibition (CCE) became a regular annual event.



BACKGROUND & HISTORY

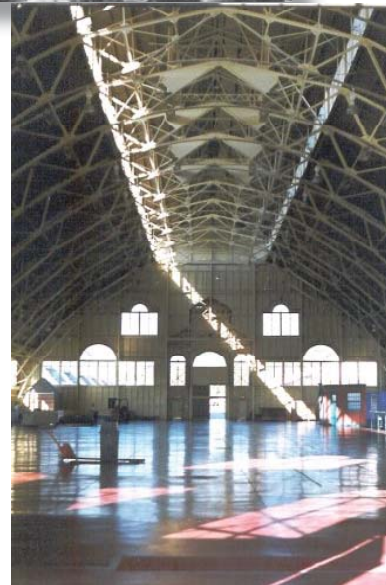
ABERDEEN PAVILION

In 1898 the Aberdeen Pavilion was completed to the designs of architect Moses Edey in time for that year's fair in September. The Aberdeen Pavilion is the last Canadian example of a 19th century fair building. Its style evokes



the spirit of the Crystal Palace and other exhibition buildings constructed in the Victorian era, which inspired its exuberant design.

The building was constructed of basic steel framing to achieve a column-free interior – leading-edge technology at the time. Exterior metal panels are attached to steel framing manufactured by the Dominion Bridge Company of Lachine, Quebec. The Aberdeen Pavilion is particularly impressive because of its immense column-free interior space and its juxtaposition of a simple structural interior and an elaborate ornamental façade.



HORTICULTURE BUILDING

The Horticulture Building, completed in 1914, is a Canadian example of Frank Lloyd Wright's Prairie-style architecture, designed by Francis C. Sullivan who worked with Wright in Chicago during his career. Its flat roof and overhanging eaves, strong corner piers, sparse stylized brick, stucco exterior, grouped casement windows and geometric glazing patterns emphasize its simple, clean lines.

THE COLISEUM

In 1903, the Coliseum was built as a fat stock and poultry show building. Extensive additions were made to the front of the building in 1926; it is this part of the building that is closest to Bank Street.

FRANK CLAIR STADIUM/CIVIC CENTRE

There has been a stadium in roughly the same place on the grounds since 1909 when a new grandstand was constructed. The grandstand itself replaced an earlier 'driving track' where races were held. In 1960, the south side stands were constructed and in 1967 the Civic Centre, a Centennial Project to celebrate Canada's 100th birthday, was added to the site. It houses an arena and exhibition space.

LANDSCAPE

The Aberdeen Pavilion, the Horticulture Building and the Coliseum were part of a much larger complex of buildings at Lansdowne Park. Others included horse stables, buildings for displaying cattle, poultry, crops, etc., a driving ring, the Women's Christian Temperance Movement Hall, public washrooms and other structures with a variety of uses. For much of the 19th century the buildings at Lansdowne Park were constructed right to the edge of the canal and there was a wharf to provide access to the grounds from the water.

The road system at Lansdowne Park has changed dramatically since the 19th century. Initially, Elgin Street extended south into the grounds. One

of the first projects of the Ottawa Improvement Commission (OIC), the forerunner to the present-day National Capital Commission (NCC), was the construction of the Rideau Canal Driveway that ran along the edge of the Rideau Canal and crossed Dow's Lake on a causeway that led to the Central Canada Experimental Farm.

The landscaped character of Lansdowne is currently defined by asphalt. Most of the site is devoted to parking and roads.

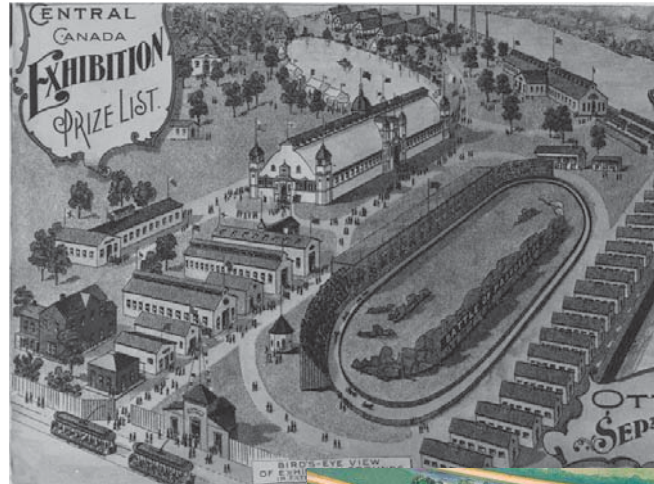
Eventually, the causeway was abandoned and the Driveway extended through the lands adjacent to Dow's Lake. In 1965 the driveway was renamed the Queen Elizabeth Driveway. Although a fence currently separates Queen Elizabeth Driveway and Lansdowne Park, there have been times that they have been more closely linked.



BACKGROUND & HISTORY

The landscaped character of Lansdowne Park is currently defined by asphalt. Most of the site is devoted to parking and roads. While there have always been wide roads and pathways running through the grounds, there were open lawns and trees that defined areas of the grounds until quite recently.

These lawns were covered by displays and the Midway during the annual Central Canada Exhibition but in the off-season would have created a park-like impression.



CURRENT STATUS

PHYSICAL CONDITIONS

Lansdowne over the years has evolved from its former stature providing a dynamic colorful urban experience for residents and visitors to a blighted major city facility characterized by some pavilion buildings in a sea of asphalt.

The visual and environmental contrast between the park and the surrounding urban fabric is stark and has resulted in the NCC to extensively screen the park through extensive landscaping from the QED and the Canal corridor.

*When not accommodating a major event,
Lansdowne is a barren wasteland.*

Lansdowne has turned its back on the Canal environment and also does not engage the Bank Street or Holmwood Avenue edges. When not accommodating a major event, Lansdowne is a barren wasteland.

With the exception of the Aberdeen Pavilion which was restored in 1996, the other buildings on the site including the stadium and Civic Centre complex appear in a deteriorated state with the stadium reflecting a lack of cohesive design expression. The image of the upper tier of the south stands of the stadium perhaps says it all.

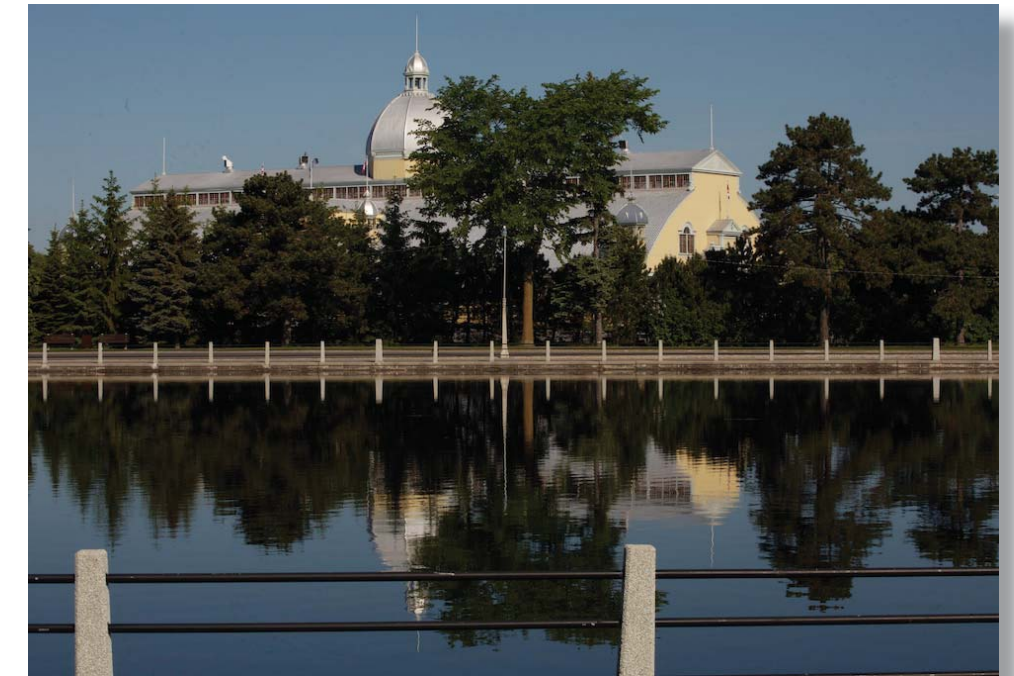
ACTIVITIES

Lansdowne today is the site for relatively large sporting entertainment and similar type events that attract large numbers of people to generate significant activity on and off-site.

These events however are of limited duration, typically occurring after-hours and on weekends. When there are no such events, the park is

virtually empty. There are no uses to support any degree of activity outside major events which causes the site to isolate itself from the community and results in the site being a barrier between different areas.

OFFICIAL PLAN DESIGNATION & POLICIES



The Official Plan (OP) establishes broad-based policy to guide development and change within the City and constitutes a legal planning document. All development is to conform with - and to the extent possible advance - the policy objectives expressed in the Plan.

For the Lansdowne project, it is critical that the development program respects and is consistent with the applicable policy directions set out in the OP, and because of the strategic importance of the site as a key City asset, that key policy directions of the plan be advanced.



Lansdowne Park is designated as Traditional Mainstreet along the Bank Street frontage and General Urban on the balance of the site. It is also considered a Major Urban Facility and is subject to the policies in the plan dealing with major urban facilities. Applicable OP Directions are set out in the Appendices.

DESIGN GUIDELINES

The City has developed a number of design guidelines that have received Council approval to assist in advancing the City's design objectives as expressed in the broad policy directions of the OP. Several of these have relevance to Lansdowne Park. These are detailed in the upcoming section on the 'Transformation Plan'.

NCC PLANNING

The NCC, along with Parks Canada, have developed views and vista guidelines to assist in the overall planning and design of Lansdowne. This work has particular focus on the 'front lawn', including the Aberdeen Pavilion and the interface with the Rideau Canal.

CURRENT ZONING

Lansdowne Park is zoned L2, a Major Leisure Facility zone. Permitted uses include an amusement park (an indoor or outdoor entertainment facility providing for a range of activities and recreation, including a zoo or aquarium; electronic or mechanical rides such as a go-cart track or sports adventure and participation games such as a laser tag; paintballing; batting cage; or miniature golf facility); community centre; community garden; fairground (lands where fairs, circuses or exhibitions are held primarily outdoors, and includes any accessory and temporary buildings); golf course; library; museum; park; place of assembly; recreational and athletic facility; school; sports arena; theatre; utility installation and uses accessory to a permitted use.

'LANSDOWNE LIVE' PROPOSAL

The Ottawa Sport & Entertainment Group (OSEG) is made up of prominent and dedicated local residents of Ottawa. In 2008, OSEG presented the City of Ottawa with a proposal to revitalize Lansdowne Park.

Subsequently, a competing proposal was submitted for facilities in the west end of the city. Council directed staff to conduct an assessment of both proposals using an assessment framework developed by procurement specialists and overseen by a Fairness Commissioner. Staff tabled an assessment of the two proposals in April 2009.

It was determined by Council that the revitalization of Lansdowne was a superior proposal and in the best overall interests of the city at this time. It was an opportunity to support a partnership which would reinvigorate and ultimately transform Lansdowne.

These Directions reflect Council's recognition of the need to create a vibrant, sustainable and innovative public space.

COUNCIL MOTIONS & DIRECTIONS

On April 22, 2009, Council directed staff to negotiate a partnership agreement with OSEG for the redevelopment and revitalization of Lansdowne Park for consideration by Council.

At that time Council also provided specific direction related to the future development and uses to be included and not included as part of the revitalization plan. The specifics of the direction provided are detailed in the next section of this report and are also summarized in the table on page 3 of the Executive Summary.

The specific directions set out in the Council Motion are drawn from the Guiding Design Principles that Council endorsed for the Lansdowne Design Competition Public Consultation.



BACKGROUND & HISTORY

The public response to these Guiding Design Principles is extensive and provides valuable insight into public priorities with respect to future use and development of the Park.

These Directions reflect Council's astute recognition of the need to create a vibrant, sustainable and innovative public space that will benefit not just the city, but also the surrounding neighbourhood and the National Capital Region as a whole.

COUNCIL DIRECTIONS

The April 22 Council motion directing staff to negotiate a partnership agreement with OSEG for the revitalization of the Lansdowne provided the following specific direction related to the future development of the area:

- Enhance trade and consumer space;
- Protect the Ottawa Farmers' Market; and
- Have the design process to determine the development program for the area respond to specific design principles related to the composition of retail, commercial, and community benefit space including the Farmers' Market and give regard to the design criteria established for the Lansdowne Park Design Competition.

Specific considerations and regard is needed for the following:

- Design a substantial portion of the hard surface area of the park as public open space that is green and sustainable for recreational use complementary to the parks overall function;
- Retain the Aberdeen Pavilion in its current location and preserve and enhance sightlines to the building from surrounding streets and from the canal and retain the façade of the Horticulture Building;
- Improve pedestrian and cycle links and access to the canal, to the recreation paths and garden that abut the park and to adjacent parks;
- Recognize Bank Street's designation as a Traditional Mainstreet in the OP;



- Enhance opportunities for use of the site by community stakeholders such as local sports groups;
- Provide for the continuation of the seasonal farmers market in a public space;
- Explore opportunities for outdoor performance and festival areas;
- Achieve a minimum LEED standard of Silver; and
- That the plans are able to be implemented in a timely manner and keep in mind the City's financial ability to contribute to the redevelopment.

Specific direction was also provided by Council to the following:

- That the plan respect the scale and character of the neighborhood and public nature of the site;
- That there be no housing component;
- That there be no large format commercial;
- That commercial uses be limited to uses that support the main uses on the site and or that are compatible with neighboring business districts;
- That public transit options be considered;
- That the city approve the design and form of any buildings constructed on-site; and
- That both members of the partnership agree to the acceptance of each tenant.

The motion further provided direction that the design process include a comprehensive public consultation prior to a final decision by Council and further, that the negotiations include consultations with the NCC and the NCC Advisory Committee on Planning, Design & Realty (ACPDR) regarding the final design.

Lansdowne

THE TRANSFORMATION
OF LANSDOWNE PARK

LA TRANSFORMATION
DU PARC LANSDOWNE



TRANSFORMATION PLAN

TRANSFORMATION PLAN

VISION FOR LANSDOWNE

Ottawa is a beautiful, spectacular city and capital of one of the finest nations in the world. Selected as home by over a million people, the city is a safe, clean and environmentally friendly destination enjoyed by visitors and residents alike.

Originally named Bytown in honour of Colonel By, architect and creator of the famous Rideau Canal, the city was eventually selected by Queen Victoria as the official capital of Canada.



Uniquely located at the intersection of three impressive rivers and bridging the provinces of Ontario and Quebec, Ottawa embraces water, parkland and natural beauty. The National Capital Commission (NCC), the City of Ottawa, Parks Canada and local residents have been building and creating a city that celebrates its natural beauty and reflects its influence in our history, architecture, arts and culture.

Stretching from Kingston to Ottawa, the world-renowned Rideau Canal has played a particularly important role in the evolution not just of Ottawa, but of the province and the country. Recently designated a UNESCO World Heritage site, the sights and stops along the Rideau are historic and scenic 'pearls' that distinguish this part of the world and help define the region.

Now we have an opportunity to introduce another pearl to the National Capital Region and to Canada through the transformation of Lansdowne Park. This opportunity is one whose time has come, and represents the City of Ottawa's commitment to its residents, to the environment, and to the vitality of the region today, and into the future.

The stunning venues along the Rideau Canal, whether enjoyed by the National Arts Centre, at a tranquil lunch overlooking Dow's Lake, as a student at Carleton University, a beach volleyball player at Mooney's Bay, or as a sports and recreation enthusiast, sites along the Rideau Canal are part of what make living in, and visiting Ottawa so special.

Sites along the Rideau Canal are part of what make living in, and visiting, Ottawa so special.

As a community, we are obliged to recognize the decline of Lansdowne Park. We have a duty to transform Lansdowne into the pearl it should be; we have a duty to realize its potential and make it happen. This is an opportunity to bring the NCC, the City of Ottawa and citizens together to uncover the spectacular role Lansdowne Park can play for our mutual enjoyment and benefit.

Today, Lansdowne is a dreary stretch of asphalt with broken-down stadium stands that are unacceptable for the nation's capital, its neighbours, cyclists, pedestrians and boaters. This 37-acre site was originally one of the points of pride of Ottawa and it deserves to be so again.

Our vision for a new, vibrant and transformed Lansdowne is a world-class venue that will:

- Embrace the Rideau Canal, not hide from it;
- Be recreated as a green sustainable urban outdoor venue;
- Provide the centre stage for sports such as soccer, hockey and football;

- Celebrate our heritage through the re-use and re-invigoration of historic sites such as the Aberdeen Pavilion;
- Create an open-air 'front lawn' for all seasons where residents, families and visitors can participate in the kind of recreational leisure and entertainment activities that make Ottawa and Canada unique; and
- Stand as the model of modern-day innovation in an urban form where people can go to walk, cycle, shop, enjoy a good meal, be entertained, work, live, and play.

The time is now to innovate and to imagine, to encourage partnerships and growth. The time is now to realize Lansdowne Park's potential.





STEP 1: ANALYSIS

ORGANIZING THE TEAMS

The 'Lansdowne Live' proposal by the Ottawa Sports & Entertainment Group (OSEG) was the impetus for the directive given by Council to staff to negotiate a partnership agreement with OSEG for the transformation of Lansdowne.

In giving this direction, Council also required that the transformation program be responsive to specific design and development principles with the intent that staff work with OSEG to determine a redevelopment program that would address the business and financial needs of the City and OSEG.

In effect, the Council direction encourages a program that would be sustainable into the future and advance Council's city building objectives as expressed in the Official Plan (OP).

To respond to Council's directives, a multi-faceted work program was developed. It focused on several elements, resulting in an intensive coordinated effort by many staff, OSEG, subject experts and other key stakeholders under the direction of the City Manager and a project coordination team.

To carry out the various tasks related to the redevelopment program, a project coordination team and a number of topic-specific project teams were established. The project coordination team comprised City staff, OSEG representatives, the NCC and Parks Canada. Representatives of the groups also participated on different topic-specific project teams. In addition, other key City staff from legal, real estate services and Lansdowne Park were also closely involved in the process.

The role of the project coordination team was to compile all available existing conditions and background information to determine a sustainable development concept for the transformation program and to share this with the topic-specific teams. The following highlights the topic-specific project teams and the elements that each team addressed:

GOVERNANCE & PARTNERSHIP AGREEMENTS

This team was led by Kent Kirkpatrick of the City of Ottawa and Roger Greenberg of OSEG. The team was supported by members from Graham Bird & Associates (GBA), Borden Ladner Gervais, and Soloway Wright.

The focus of this group's work was to develop an overall governance system for Lansdowne during redevelopment and the ongoing years of operations. This group has developed a partnership model for the transformation of Lansdowne with attention to how the whole and its individual components will work.

The role of the project coordination team was to compile all available existing conditions and background information to determine a sustainable development concept for the transformation of Lansdowne Park.

FINANCE

This team included members of City staff and OSEG finance representatives, in collaboration with GBA and PricewaterhouseCoopers. This team carried out the financial analysis for the various components and integrated this information into an overall financial plan for the transformation of Lansdowne.

CONSTRUCTION COSTING

The architectural teams from Stadium Consultants International (BBB Architects) and IBI (Young & Wright), GBA and PCL Constructors Canada Inc. completed the reviews and prepared the applicable estimates for all site constructions, including:

- infrastructure;
- demolition;

TRANSFORMATION PLAN

- relocation;
- retail/commerce;
- parking; and
- stadium redevelopment.

STADIUM REVITALIZATION

This team was responsible for developing the revitalization plans for the stadium and Civic Centre complex. Team contributors included design and programming guidance from BBB Architects/Stadium Consultants International (SCI), along with technical support from Adjeleian Allen Rubeli Ltd. (AAR) and Smith & Andersen Engineering. PCL Constructors Canada Inc. provided advice on constructability and phasing.



PLANNING & DESIGN

This team included City of Ottawa planning staff, OSEG representatives, the OSEG architect, plus NCC and Parks Canada representatives. This group played a key role in compiling and assessing planning and design policy and guidelines, and determining the planning and design directions for the Master Plan.

This group was also involved in directing and coordinating the work of other topic-specific project teams involved in technical planning and design elements. These included transportation, transit and parking, heritage, servicing and infrastructure, as well as land use considerations related to marketing issues.

TRANSPORTATION, PARKING & TRANSIT

This team included City transportation and parking staff, OC Transpo and planning staff, the OSEG transportation consultant (Delcan) and OSEG representatives.



This group was responsible for assessing the transportation, parking and loading circulation, and transit issues that needed to be understood and addressed as part of the overall transformation program and was instrumental in determining the proposed Transportation Strategy.

INFRASTRUCTURE

This team included City engineering and planning staff, Parks Canada representatives, NCC representatives, Ministry of the Environment staff, the OSEG civil engineering consultant, Delcan, and OSEG representatives.

This group was responsible for assessing servicing and storm water management requirements for the Lansdowne redevelopment program and determining a servicing and stormwater management strategy.

ENVIRONMENTAL

This team included City engineering and planning staff, NCC and Parks Canada representatives, and the Delcan environmental consultant. This group was responsible for determining requirements related to the Canadian Environmental Assessment (CEA) process.

HERITAGE

This team included City heritage and planning staff, NCC and Parks Canada representatives, Julian Smith (an architectural heritage subject expert), representatives from the Ontario Heritage Trust (OHT) and from OSEG. A contractor was also consulted regarding the feasibility of relocating the Horticulture Building.

The team identified the heritage issues that would need to be addressed, plus opportunities and options for adaptive re-use of the Aberdeen Pavilion.

This team was responsible for identifying the heritage issues that would need to be addressed, opportunities and options for adaptive re-use of the Aberdeen Pavilion, options related to relocating the Horticulture Building, plus processes required to obtain required approvals and easements applying to the Park.

COMMUNICATIONS & PUBLIC PARTICIPATION PLANNING

This team included City communications staff, the GBA communications team, and representatives from the project coordination team.

This team is responsible for the development and implementation of comprehensive communications and public participation planning required to ensure all stakeholders are well-informed about the project and to solicit feedback on the redevelopment program, now and into the future. The team is also responsible for ensuring that both French and English-speaking audiences have access to documentation and discussions in both official languages.

The work of the various topic-specific project teams was integrated and interactive with ongoing collaboration directed by the project coordination team. At all times, the redevelopment innovation by all teams was directed by Council's motion with an end result of a proposed series of directives and strategies for the transformation of Lansdowne.

RETAIL MARKETING OPPORTUNITY STUDY

This team included City planning staff, OSEG representatives and a market analyst retained by OSEG (Tate Economic Research Inc. (TER)). This team was responsible for determining the market opportunity for the retail component that will establish Lansdowne Park as a unique urban precinct to support and complement the Bank Street commercial sector, creating a unique experience for residents and visitors alike.

TER reviewed data collection and studied the approach with the experts retained by the Glebe Business Improvement Area (BIA).

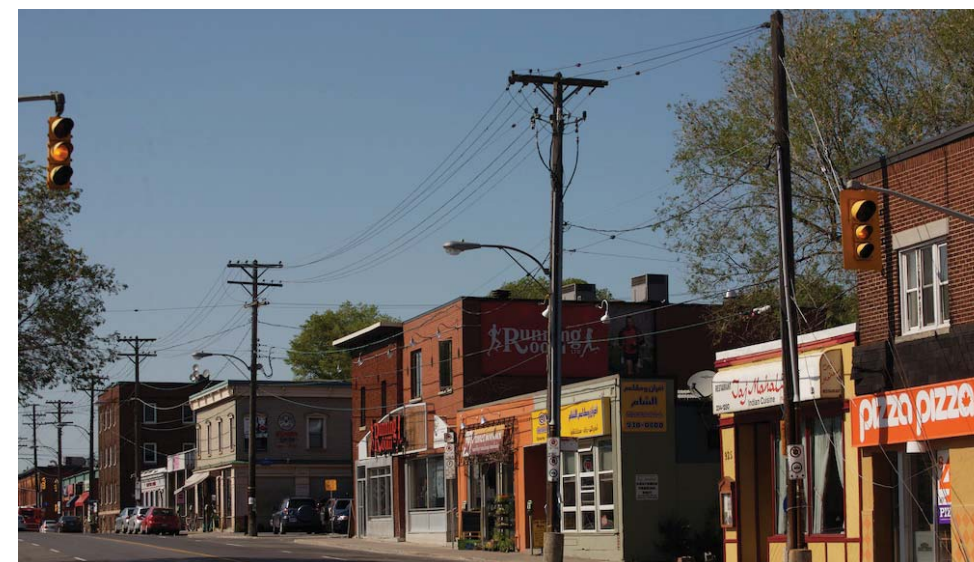
The following summarizes the assumptions and findings of this report. The full report is included in the Appendices.

STUDY AREA

TER delineated a study area for Lansdowne, which is the area expected to

raise the majority of the transformation's sales. This study area was further broken down into three zones:

- Primary Zone: Bound by the Ottawa River to the north, Rideau River to the east & south, then Bronson Avenue to the west
- Secondary Zone West: West of the Rideau River
- Secondary Zone Southeast: Beacon Hill, Hunt Club and Alta Vista sub-area



SCOPE OF WORK:

- Review of the site and its surroundings
- Licence plate surveys
- Inventory of competitive spaces
- On-street intercept surveys
- Telephone survey
- Retail Market Opportunity
- Cinema opportunity
- Potential impacts

Study Period: Between 2009-2021 (considering 2013 the first full year of operation)

COMPETITION ANALYSIS / POPULATION LEVELS

The primary zone contains 8 of the 15 Business Improvement Areas (BIAs) of Ottawa. This individuality will keep them differentiated from Lansdowne. The primary zone currently has a vacancy rate of 4.4% and South of the Highway 417 it is approximately 3.2%. This implies there is a shortage in retail commercial space since normal vacancy rates are between 5.0%-7.5%.

Supermarket Competition: There are currently 5 supermarkets in the primary zone, only two of which are in the Glebe BIA.

There are no specialized supermarkets such as Whole Foods, suggesting a demand for Lansdowne's proposed 40,000 square foot specialty food store.

Movie Theatre Competition: There are currently four movie theatres located in the primary zone, and two of these movie theatres have single screens. There are no multi-screen cinemas within the Study Area south of Highway 417 and only one multi-screen cinema between Highway 417 and the greenbelt.

Lansdowne is in an excellent location for the proposed 45,000 square feet 10-screen cinema.

Population Levels: The study area is forecast to experience an increase of 24,200 persons (from 526,700 in 2009 to 550,900 by 2021), which is a 4.6% increase in population over the study period.

NFOR (NON-FOOD ORIENTED RETAIL)/ FOR (FOOD-ORIENTED) EXPENDITURE POTENTIAL

NFOR: On average, Study Area residents currently spend \$2,835.9 million per year at NFOR stores. Excluding inflation, this is expected to increase to

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\$3,503.6 million by 2021 from population and expenditure growth.

FOR: On average, Study Area residents currently spend \$1,165.1 million which will increase to \$1,292.1 million by 2021.

Therefore, there will be an increase of demand in the area and Lansdowne will not be taking away from existing retail.

NFOR MARKET OPPORTUNITY ANALYSIS

Examining the inclusion of 200,000 square feet of NFOR space

Lansdowne: The proposed 200,000 square feet is forecasted to operate at \$325 per square foot by 2013, which results in total sales of \$65 million. Deducting 25% of total sales (to account for inflow from outside the study area) the resulting sales in the primary zone is \$48.7 million in 2013.

Residual for Future Primary Zone Developments: In 2013, there is a residual potential of \$147.8 million for NFOR retail in the primary zone. Subtracting the \$48.7 million from Lansdowne leaves a residual potential of \$99.1 million for additional retail developments. This value increases to \$188.1 million in 2021.

Therefore, Lansdowne will not directly impact surrounding NFOR developments because it will increase the market growth in the area.

SPECIALTY FOOD SHOP OPPORTUNITY ANALYSIS

Examining the inclusion of 40,000 square feet of space

Lansdowne: The proposed specialty food shop is forecasted to operate at \$475 per square foot by 2013 which results in a total sales of \$19 million. Deducting 10% for inflow leaves resulting sales of \$17.1 million from the primary zone.

Residual for Future Primary Zone Developments: (following the same steps from the NFOR market opportunity analysis) There remains a residual

potential of \$23.7 million for additional specialty shop developments. This value increases to \$32.5 million in 2021.

Therefore Lansdowne will increase market growth, and existing stores/new developments will either benefit or not be impacted.

STEP 2: THE PRINCIPLES OF TRANSFORMATION

The key principles of the plan of transformation identified represent a City solution that has engaged OSEG through a partnership that will transform Lansdowne Park. Additionally, the principles not only establish the framework for the Lansdowne transformation program, but also the critical Lansdowne Partnership Plan being recommended for Council endorsement.

The Lansdowne transformation principles are based on Council's motion. Applicable OP Policies and Guideline Directions are highlighted in the appendices, which are the basis of these principles.

The key underlying broad principles determined related to planning and design are focused on:

1. The primary focus of the transformation of Lansdowne must be the implementation of a new **front lawn**. The creation of a significant public open space must be a primary driver of the plan. To become a 'Pearl of the capital's World Heritage Site', the front lawn should not be a chain link and asphalt parking lot. The potential of this resource will be realized only through the partnership and the collaboration with the NCC and Parks Canada.

Establishing the Queen Elizabeth Drive (QED) side of Lansdowne Park as an open space, green front yard that is integrated with the Canal and QED open space environment. The principle supports the establishment of a unique open space along the Canal where various

activities and events can be staged such as Winterlude, the Tulip Festival, outdoor art shows, and concerts. It would also function as a venue where various activities related to community events such as opening and closing ceremonies for city-wide or national sporting competitions could be accommodated.

2. Lansdowne cannot accommodate the extent of every association's desires. In **programming** Lansdowne, it must be created as the heart of a larger system. It can be centre stage for sports and other programs and it must rely on a satellite support network.
3. The overall amount of **parking** must be reduced and removed, where possible, from sight. A Transit Oriented Development (TOD) and Transportation Demand Management (TDM) should be created to produce a **permanent satellite and transit support system** for events and major programs at Lansdowne Park.
4. The **history** of the site should play a central role. The **Aberdeen Pavilion** must serve as a focal element in Lansdowne and a highlight of the front lawn open space. Its use for food services including restaurants, bistros or cafés should be year-round and accessible to all.



- The **stadium revitalization**, the 'centre court' for sports, is a key element of the Lansdowne transformation. The new stadium should be integrated into its surroundings and enhance the functionality to permit at least football, soccer and hockey.

The architecture of the facility should be inspiring, innovative and consistent with the overall vision for Lansdowne.



- The **new development** should offer a mix of uses that exemplify the goals of a healthy and sustainable community, respecting important sightlines and architectural design guidelines.

Concentrating new development within the northwest sector of the site and having this area established as a unique urban area and pedestrian priority zone with uses that will establish Lansdowne Park as an innovative, functional and modern venue complementing sports and entertainment activities, the Farmers' Market, the Rideau Canal and the Bank Street commercial corridor.

It should enhance its surroundings and provide for significant gateways from Bank Street to the Canal.

- Create a **governance model** for Lansdowne that will ensure the sustainability of Lansdowne and the Partnership; one that will focus initially on the implementation and secondly on the ongoing operations and programming of Lansdowne Park.
- Create an overall mix of uses which can provide a basis for the Partnership that is **financially sustainable**. The transformation must have a solid basis to ensure that the 'pearl' can be enhanced over time. Embed **LEED certified infrastructure and lifecycle maintenance** into the plan and avoid the kind of decay seen today.

Step 3: Detailed Principles

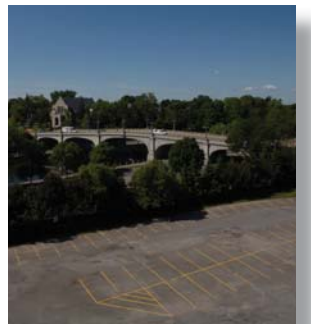
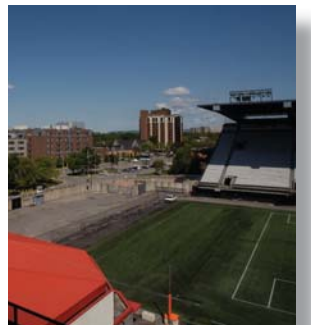
Planning & Design

With the principles noted above in place, the following was determined:

- Establish the QED side of Lansdowne Park as the front yard. Develop the front yard as a unique city and capital asset that is a public focal point along the QED and Canal and integrates with the QED/Canal open space corridor to contribute to the overall QED/Canal experience for residents and visitors.
- Integrate an innovative water/pond feature into the green space that may also serve as a stormwater facility.
- While some active community recreation facilities may be accommodated, the focus of the green space development is to be on unique features that support seasonal outdoor activities and uses, e.g., an area for staging of Winterlude activities, outdoor concerts in a band shell, outdoor art shows, etc.
- Advance OP design objectives for development along the Traditional Mainstreets and for creating pedestrian focused environments. Achieve this by establishing unique retail development along Bank

Street while maintaining optimal areas for pedestrians attending major events at the stadium and the Civic Centre. The objective is also to develop a unique front yard experience for the stadium and Civic Centre complex along Bank Street.

- Physically and functionally integrate parkland with the QED/Canal open space corridor and experience.
- Concentrate new development along the Bank Street edge and between the Civic Centre and Holmwood Ave.
- Ensure commercial uses to support strong pedestrian animation within the commercial sector and for Lansdowne Park with continuous at grade retail, service, and restaurant uses along all pedestrian routes.
- Provide for new development to be predominately low profile and human in scale, with some potential for higher profile development adjacent to Bank Street.
- Provide active commercial uses along the north side of the Civic Centre to establish an animated internal commercial street, with the Aberdeen Pavilion functioning as the Park's focal point.
- Enclose and animate the south side of the south side stadium stands to better integrate and relate to the QED experience.
- Locate commercial servicing and back-of-house operations for the stadium where these will not have an impact on the unique open space and pedestrian-focused commercial environment to be established for Lansdowne Park.



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- Integrate on-site vehicle circulation with the pedestrian environment ensuring that the pedestrian environment has prominence.
- Locate residential uses along Holmwood Ave. to integrate Lansdowne with the Glebe community. The provision of some limited residential development to provide for integration and mixed use is consistent with policies set out in the OP.
- Examine potential for accommodating residential space on the second storey of new commercial development along Bank Street consistent with the OP directions for Traditional Mainstreets.



TRANSPORTATION, PARKING & TRANSIT

The transportation, transit and parking principles draw from directions in the Transportation Master Plan (TMP), defining how the City over time will advance/achieve a sustainable transportation system to serve the city's access and mobility needs.

The following TMP directions are of particular relevance to Lansdowne Park and underpin the transportation, parking and transit principles:

- Leading by example by:
 - » Minimizing energy use and environmental impacts of City transportation facilities, fleets, operations and services;
 - » Fostering walking, cycling and transit use by employees and visitors to City facilities; and
 - » Forging constructive partnerships with the private sector, institutions and community organizations.

- Creating supportive land uses by:
 - » Encouraging compact mixed use development at strategic locations (Traditional Mainstreets are identified as one such location).
 - » Reviewing development proposals to ensure that:
 - Sidewalks are provided with pedestrian and cycle links to public areas clearly defined;
 - TDM strategies can be supported with the provision of bike parking, carpool parking, etc.; and
 - Traffic assessments address pedestrian, cycling and transit requirements in addition to roads and parking.
 - » Encouraging compact development by reducing land area used for parking by capitalizing on opportunities for shared parking and opportunities for partnerships with the private sector to provide parking structures.

In the context of the guiding directions of the TMP, the redevelopment of Lansdowne provides an opportunity for the City to demonstrate leadership in advancing a sustainable transportation strategy. This will



ensure that Lansdowne Park will be an accessible, dynamic urban venue that maximizes its strategic location with use of existing and enhanced transportation systems to reduce on-site parking and return Lansdowne to the community as a viable facility and true asset.

The full Transportation Strategy Report is attached in the Appendices. The following highlights the key determinations made related to transportation, parking and transit:

- Maximize development of below-grade parking where new development is to be located.
- Amount of parking provided to be minimized, but to be sufficient to address day-to-day needs of commercial uses and daily activities at Lansdowne. The permanent on-site parking supply target is approximately 1,600 spaces supported by a transportation strategy to manage peak demands.
- Any use of hard surface area provided for staging front yard activities and events for parking to be limited. Maximum parking that may be accommodated in the front yard will be approximately 380 spaces with the objective to minimize usage. Front yard parking will be esthetically integrated into the landscape plan so the areas are not obviously seen as parking areas, but rather as activity areas for staging of various events.
- Provision of off-site satellite parking to support major events to be part of overall transportation strategy.
- Transportation strategy to be focused on means to maximize alternative travel modes for major events – specialized transit to support major events, strengthened links to pedestrian and cycle routes, provision of satellite parking with shuttle service for major events, enhanced use of QED to accommodate event transit service, etc.
- Transportation strategy for major events to identify needs for off-site parking, shuttle and transit operational needs for different event thresholds to allow resources to be mobilized in accordance with a pre-determined framework.

ENVIRONMENT, STORMWATER MANAGEMENT & INFRASTRUCTURE

No issues or concerns were identified with accommodating the Lansdowne transformation program related to water, sanitary or other utilities. These matters would be addressed through the normal course of development approvals.

There was, however, a need to develop a stormwater management strategy that was acceptable to the NCC, Parks Canada and the Ministry of the Environment (MOE) because part of the site currently drains into the Canal and the combined O'Connor Street sewer cannot receive any additional storm flows.

The infrastructure and environmental engineers of Delcan and DSEL met with City officials and representative from Parks Canada and the MOE to discuss stormwater requirements for the proposed transformation of Lansdowne.



This collaboration led to the creation of an effective stormwater strategy that features 'green' stormwater management solutions, including semi-permeable parking and, where possible, green roofs. The strategy also set out parameters for allowable release rates and the provision of separated sewers for storm and wastewater. A sustainable LEED solution that aesthetically enhances Lansdowne will be the answer. (Full details of the strategy are found in the Appendix: Preliminary Due Diligence Report: Lansdowne Re-development Plan).

Collaboration led to the creation of an effective stormwater strategy that features 'green' stormwater management solutions.

The project will require federal approvals from the NCC and Parks Canada, as a result of the need to retain the current storm outlets to the Canal. These approvals will likely trigger the requirements for an Environmental Screening Report in accordance with the *Canadian Environmental Assessment Act* (CEAA). Discussions with the key federal stakeholders are underway to determine the required scope of the Screening Report.

HERITAGE

The heritage elements that need to be addressed as part of the transformation program include the Aberdeen Pavilion which is designated under the Ontario Heritage Association (OHA) and a federal heritage resource. Another consideration is the heritage easements established by the Ontario Heritage Trust (OHT) protecting sightlines for the Aberdeen Pavilion and the Horticulture Building, also designated under the OHA.

Also, the Aberdeen Pavilion is subject to a cost sharing agreement with Parks Canada.

Any changes to the heritage resources — alteration, adaptive re-use, demolition, relocation and modifications to easements — require

approvals under the OHA and/or through the OHT and that Parks Canada be consulted. The key principle is to have the Aberdeen Pavilion as the focal element of a transformed Lansdowne Park. Associated principles flowing from this are as follows:

- Retaining the Aberdeen Pavilion in its present location and established as focal element of Lansdowne in form and function accommodating a unique year-round use. The proposed concept is to create a unique experience within the building with small internal pavilion outlets that allow for inside pedestrian streets animated with cafes, unique shops, services, etc.
- Relocating the Horticulture Building where it will maintain its relationship with the Aberdeen Pavilion but allow for potential use as part of the Farmers' Market for indoor market stalls or craft boutiques. (Council direction was to retain the façade of this building only.)
- Views to Aberdeen to be protected and new views to be established to ensure it is the focal element of Lansdowne; in order to achieve this, the potential exists to modify the easement as it relates to sightlines and the view corridors, which will require OHT approval.



UNIQUE MARKETING

The full retail market study report is attached in the Appendices. The key determinations in this study report are highlighted below:

- Utilize the market study to assist in determining the nature of commercial uses to be provided. The guiding principle is that the retail experience

TRANSFORMATION PLAN

will be unique and complementary to the Bank Street commercial enterprises.

- Provide uses that will focus on positioning Lansdowne commercial uses as part of the Bank Street business area supporting both local commercial needs and the broader market. Aim for the uses at Lansdowne to complement and support the economic vitality of the existing Bank Street commercial corridor and the entertainment and recreational focus of Lansdowne Park to establish a revitalized community area around Bank Street. Nature of uses to focus on food (restaurants, specialty food stores), entertainment (sports bars, theatre), lifestyle (fitness centre, athletics shops), unique and specialty retailing (sporting memorabilia, crafts, etc).
- Ensure the nature and intensity of commercial use will be sufficient to address OSEG revenue needs to support the stadium and Civic Centre operations for the term of their lease. This requires that the commercial enterprise be sustainable with flexibility for change but continuing to function within an overall strategy to ensure proper fit and market objectives. No large-scale box stores will be considered. The Lansdowne solution shall enhance the viability of existing Bank Street commercial enterprises.



- Provide for the active year-round use within the Aberdeen Pavilion to support it as a focal element for both the community and Lansdowne Park. Provide for Aberdeen to be part of the long-term lease with OSEG to allow for commercial planning. Commercial needs to be special, unique and appropriate for their location within an architectural landmark heritage building.

Provide for the active year-round use within the Aberdeen Pavilion to support it as a focal element for both the community and Lansdowne Park.

- Ensure the current Farmers' Market is included as part of the mix of commercial uses strategically located to reflect this historical vocation of Lansdowne Park. Consideration has also been given to keep the Market focused on the Aberdeen Pavilion and possibly use a re-located Horticulture Building for a use that is integrated with the Farmer's Market.
- Discontinue use of the Park for trade shows. Relocate this activity to other more suitable sites/venues. There may remain some potential to accommodate smaller consumer show space within the Civic Centre/Stadium complex. Larger trade and consumer shows must be accommodated in appropriate venues in Ottawa where the unique demands of the shows can be readily met related to parking and limited timelines. These demands cannot be accommodated through the Lansdowne redevelopment.

STEP 4: THE MASTER PLAN & ITS COMPONENTS

The key directions set out in the Transformation Plan section established the basis for developing a Master Plan for the transformation of Lansdowne Park. The key elements of this Plan are highlighted below:

THE NEW LANSDOWNE EXPERIENCE

The transformed Lansdowne will be the ultimate destination. From unique boutiques and restaurants to the UNESCO World Heritage experience of the Rideau Canal, live entertainment in the Park and the adjacent Farmers' Market, residents and visitors alike will enjoy an experience at the new Lansdowne like no other in Ottawa.

The collection of retail, entertainment and dining destinations will transform a family outing into an engaging, interactive experience. Lansdowne will be Ottawa's finest mixed-use centre with intriguing retail stores and services in an open-air setting surrounded by the Rideau Canal. Integral to the mixed-use approach, the plan has incorporated residential, hotel and office uses into the new Master Plan.

The rejuvenated Frank Clair Stadium and Civic Centre will provide a unique sports experience serving fans of professional football, hockey and soccer. Historic treasures such as the Aberdeen Pavilion and the Horticulture Building will be incorporated into the mix as key destinations.

The Aberdeen Pavilion and the surrounding under-utilized paved parking lot will be redeveloped to create a legacy of improvements for the City, as an asset to the surrounding neighborhoods, and create a new mixed use and shopping area that will reinforce, reinvigorate and complement the strong urban fabric that exists on Bank Street and in the Glebe.

Over 40 per cent of the site will feature new green parkland and open space as part of the renewed Lansdowne Park.

The Aberdeen Pavilion will be situated as the focal point of a new public piazza showcasing this important landmark. Four new view corridors from the Bank Street and Holmwood intersection, Bank Street, Adelaide Street, as well as the Queen Elizabeth Drive and Rideau Canal will be created to highlight the Pavilion.

Density and building masses for new retail buildings are one and two-storey — in scale with the Pavilion and other surrounding neighbourhood buildings.



The vision of Lansdowne Park includes all aspects of a viable and sustainable urban neighborhood: a unique mix of small and medium retail shops and restaurants, a cinema, specialty food outlets, residential apartments and office space surrounding the re-invigorated Aberdeen Pavilion. Pedestrian and visual links will be created among the Glebe, the Pavilion, and the Rideau Canal.

Residents and visitors will be able to take a leisurely stroll down pedestrian avenues making stops along the way at specialty boutiques and outdoor cafes, enjoy the fun and excitement of going to a movie or celebrate a special occasion by dining in the beautiful and historic Aberdeen Pavilion.

In keeping with truly sustainable community principles, Lansdowne will also serve the needs of the local residential population in the form of boutique food and wine stores, fitness/wellness/health centres, and clothing stores.

The mix of stores will provide the perfect atmosphere to complement the existing commercial area along Bank Street while making it a preferred destination along the Rideau Canal. Four-season programming and activities will ensure that Lansdowne is a year-round asset adding vibrancy and excitement to the neighbourhood, the city and the region.

The redevelopment project incorporates and highlights principles of sustainable development and LEED building standards, including the reduction of hard surface area, creation of new public green space, energy-efficient building design, renewable building material use, pedestrian improvements, and provisions for improved integration with public transit.

The strengths of the retail plan and benefits to the City and neighborhoods include:

- Reinforcement of Bank Street via a prominent built form along the street front with active retail uses.
- A new public plaza at Bank Street and Holmwood that provides a gateway pedestrian route to the Aberdeen piazza and the Park beyond, as well as an important new view line to the Aberdeen from the intersection.
- A new boulevard from Bank Street to the Aberdeen Pavilion with unobstructed views. The boulevard will be the principal vehicular and pedestrian link between Bank Street and the new development and parkland, as well as provide a new link to the Queen Elizabeth Driveway.
- A piazza surrounding the Aberdeen Pavilion allowing a wide variety of public uses.
- A new view line to the Pavilion at the terminus of Adelaide Street and a pedestrian link from the Glebe to the shops, Aberdeen and new parkland.
- An enhanced view of the Aberdeen from the Queen Elizabeth Drive and Rideau Canal across the new parkland.
- Improved streetscape on Bank Street with widened sidewalks, street trees and lighting.
- A series of smaller retail blocks conducive to the types of medium- and small-sized shops, restaurants and entertainment that the urban dweller has come to expect on Bank Street.
- New pedestrian-friendly streets linking Bank Street to the Aberdeen and the new park.

- New underground parking facilities reducing vehicular/pedestrian conflicts.
- Continuous active storefront streetscapes on Bank Street and the new streets; streetscapes shall be designed to incorporate areas for sidewalk cafes and other outdoor activities.

Lansdowne is an integral part of the community and its new 'urban village' is an open-air concept featuring one-of-a-kind experiences that will delight residents and visitors for years to come.

Over 40 per cent of the site will feature new green parkland and open space as part of the renewed Lansdowne Park.

OPEN SPACE – THE FRONT YARD

The existing east and south portions of the site consist of broken asphalt paving. The proposed design will convert this land to parklands, including a beautifully landscaped stormwater management pond. It will blend seamlessly with the adjacent NCC land and offer the opportunity for connections to day-moorings in the Canal.

Seasonal events will be programmed throughout the site including Winterlude activities which can be coordinated with access to skating on the Canal, Tulip Festival combined with related uses in the Horticulture Building, art and music festivals, wine and cheese festival featuring Canadian products, sporting events, and a multitude of additional activities.

STADIUM/ARENA DESIGN

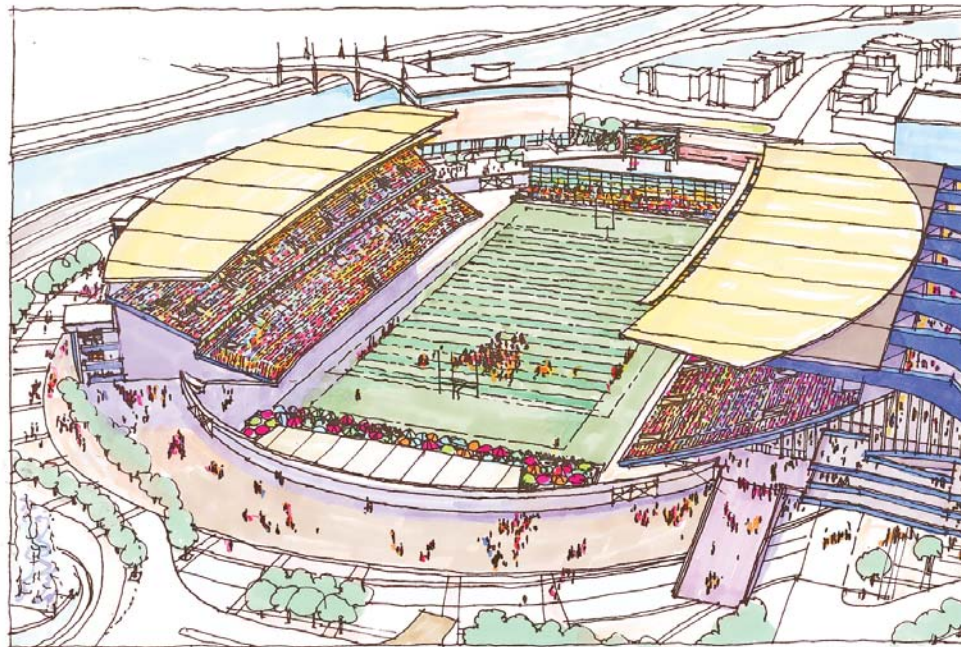
The location of the Frank Clair Stadium and Ottawa Civic Centre immediately north of the Bank Street Bridge and north and west of the Canal has afforded both users of the Stadium and passersby with a dramatic vista.

TRANSFORMATION PLAN

The sheer size of the grandstands is awe-inspiring when viewed from the Canal, NCC lands and the Bank Street Bridge. This central location is ideal for visitors from all parts of the city due to its easy accessibility.

In order to provide a first class home for the Ottawa 67s, Ottawa's new CFL team and future professional soccer team, innovative design will transform the Lansdowne sports centre.

The proposed new south grandstand and carefully planned new facilities at the base, along with re-roofing and refurbishment of the north grandstand, will provide state-of-the-art athletic and broadcast accommodations as well as related new retail and dining amenities. Proposed materials incorporate buff coloured masonry for the base and new white roofs for both new and existing construction.



A primary element of the stadium design is a new south grandstand, which will provide 10,000 seats with supporting washroom and concession areas, as well as:

- The major functional program spaces for the stadium, including home and visiting team dressing rooms for professional and university-level teams and community use;
- Food and beverage storage and preparation facilities;
- Facility loading and operations;
- Media facilities, including a new press box;
- Team offices;
- Enclosed storage space; and
- New private suites and a climate-controlled VIP Club.

With wider seating to be installed at the north grandstand, the total seating capacity of the stadium will be 24,000.

To provide a first class home for the Ottawa 67s, Ottawa's new CFL team and future professional soccer team, innovative design will transform the Lansdowne sports centre.

The design of the new structures forming the stadium perimeter will:

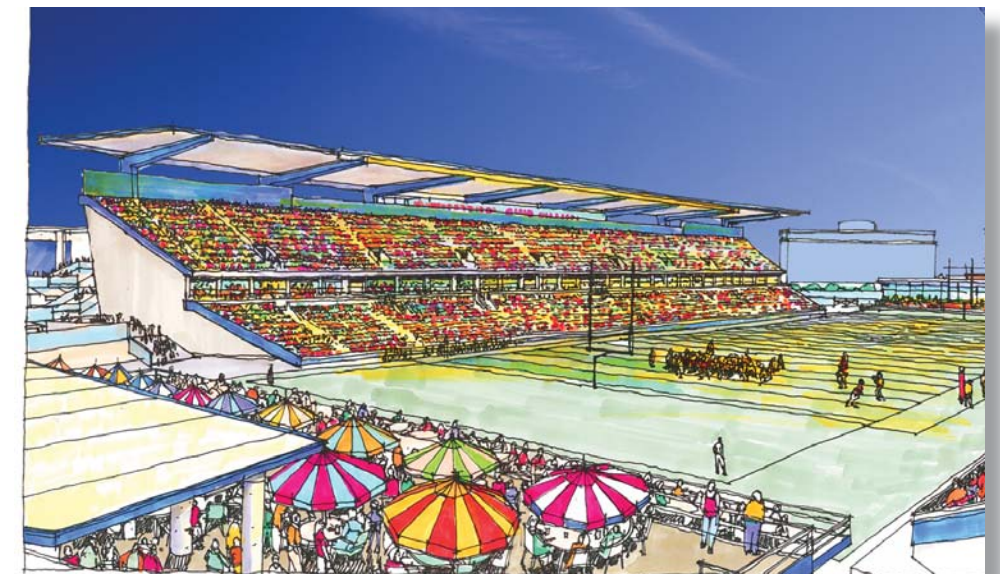
- Be integrated with the site layout, creating an enhanced pedestrian zone around the entire stadium;
- Effectively mix hard and softscaped areas to integrate texture and colour with the Lansdowne transformation elements to the north and east of the stadium; and
- Include wider sidewalks along Bank Street and pedestrian walkways through the new retail zone creating an inviting path for spectators and patrons and building excitement en route to a sporting event, concert or other live programming.

The architecture of the north grandstand and Civic Centre arena will be improved with new retail space at the north and west facades, enhancing the connection of the stadium and area to the new streetscape around

the building by providing a façade along the sidewalk's edge. The Civic Centre will benefit with increased visibility and more inviting entrances along the building's north face.

Upgrades to the existing facilities include giving the interior spaces of both the Civic Centre and Frank Clair Stadium a complete facelift with new floor and ceiling finishes throughout the public areas (including the suite area), as well as new paint, new washroom wall tiles and fixtures, and improved concession stands.

As well, the stadium's north grandstand will be refurbished, including: replacement of all seats with minimum 19"-wide seats, re-sealing of joints



at precast seating tiers; and replacement of concourse slabs and waterproof membranes to remedy leaks in the existing building envelope.

To further enhance the spectator experience, the existing south (lower) concourse of the Civic Centre will be updated as a new Club Concourse, with higher-end finishes and more customer service points for Club-seat patrons.

This area will serve dual purpose as a club space for both indoor arena events and outdoor stadium events. Suite holders in the Civic Centre will also benefit from improved suite access with a new elevator and stair system, providing more direct and convenient access from the main concourse.

Structural modifications (i.e., post-tensioning of the main arch structure) will be done to ensure that the existing structure continues to function as originally intended. As well, the mechanical and electrical systems will be upgraded as follows:

- HVAC system in the Civic Centre arena seating bowl and concourses to provide year-round comfort, as well as dehumidification above the ice to prevent fog above the ice in spring and fall;
- New low-flow plumbing fixtures throughout the building to meet current Building Code and reduce water usage; and
- New electrical distribution and energy-efficient lighting throughout the arena and stadium, including new event lighting for the stadium.

The outdoor playing field surface will be replaced with the latest state-of-the-art artificial turf system, allowing for multiple uses throughout the year, including use with an air-supported structure through the winter months.

The location of the field will be changed as well, to allow better sightlines to the field for all sporting events. Finally, a new sound system and cutting-edge scoreboard will be installed at the west end of the stadium, providing the latest in video board technology.

The refurbishment of Frank Clair Stadium will provide the potential for bringing a major league football team back to Ottawa in addition to a new venue for international soccer matches. International skating competitions as well as public skating will continue in the Civic Centre, along with indoor concerts and other special events.

NEW DEVELOPMENT

New development will be focused in the northeast sector of the Park to create a unique pedestrian focused mixed-use precinct complementing the heritage of Lansdowne and its sporting and entertainment vocation.

Bank Street is a major street in the city of Ottawa leading into the city from the regions to the south and terminating at Parliament Hill to the north, thus connecting many parts of the city to Lansdowne Park and the Glebe. It is the principal access point to Lansdowne Park.

The adjacent Bank Street Bridge over the Rideau Canal is one of the most architecturally outstanding bridges in the City. The Bank Street location of Lansdowne Park is one of its greatest assets.

Trees will line the boulevard along Bank Street, as will light standards matching those of the Bank Street Bridge. These features combined with attractive varied paving materials are proposed for the sidewalk from building face to the curb providing a contemporary urban experience with nostalgic overtones for visitors approaching the site from any direction.



The northeast sector of the site will be developed to extend the pedestrian realm of Bank Street into the site along retail-lined streets that will be pedestrian priority areas. These areas will lead to the Aberdeen Pavilion and defined pedestrian lines through the open front yard to the Canal and the QED recreational path system.

The proposed design is planned to provide a traditional urban ambiance punctuated by landmarks and special event locations. Internal 'streets' within the new retail area will provide vistas of the Aberdeen Pavilion from the principal entrance off Bank Street, the corner of Bank St. and Holmwood Avenue, the Queen Elizabeth Driveway, and the intersection of Holmwood Avenue and Adelaide Street.

Additional internal streets within the northwest retail precinct will break the retail buildings into small clusters which increase the street frontage and variety of shopping and dining experience.

Along Bank Street, the pedestrian experiences a continuation of the small shops north of Lansdowne punctuated by the main entrance to the site and, closer to the Bank Street Bridge, a second entrance serving primarily the Stadium uses and the proposed hotel.

Within the site, there is easy pedestrian circulation throughout leading to all of the various buildings and activities. The visitor or resident can move from busy retail to athletic activities, or a casual stroll through on-site parkland or farther out to the NCC park system and the Rideau Canal.

COMMERCE/RETAIL

The proposed design will continue the tradition of two-storey, small retail shops along Bank Street in the Glebe. The northwest portion of the site is organized around a 'village' type streetscape with a mixed pedestrian/vehicular zone. Designed as a series of mid-sized, irregularly shaped blocks, the façades will be carefully articulated and designed to read as individual small buildings.

TRANSFORMATION PLAN

New buildings along Bank Street will be constructed as part of the new commercial development. These buildings will utilize articulated brick with high quality glazed entries and windows and include stone cornices, column/pier caps and sills. Awnings in a variety of colours and configurations are proposed above the storefront glazing between brick/stone piers.

The presentation to the street will continue the tradition of two-storey façades along Bank Street. Above the second storey, residential and office uses will be set back from the street façade, but will also be constructed of the same brick and glass as the street level.

The proposed new two-storey retail/office building will be clad materials such as stone and elegant frameless glazing. The lighter colours and clean lines are intended to provide a transition between the Bank Street character buildings and the sparkling, light colours of the Pavilion.



The overall intent is to have a healthy, vibrant retail sector in active pedestrian zones. The building shapes and orientation will create friendly exterior spaces in relation to one another and to the Aberdeen Pavilion and Horticulture Building.

New underground parking for up to 1,110 vehicles is proposed below the new northwest development.

This two-storey retail component will continue southward along Bank Street maintaining a continuous street edge to the approach to the Bank Street Bridge and, by this connection, to Ottawa south of the bridge.

A high-end food store is proposed within the retail buildings which will complement the Farmers' Market and the existing local food retailers to provide an extended range of grocery options for both neighbourhood residents and visitors from other parts of the city.

Shops and restaurants in the retail portions of the site will bring lively activity to Lansdowne throughout the day and evening. Also within the retail buildings, a multi-screen cinema is proposed which will provide additional evening visitors to the site.

The Farmers' Market will be located toward the northeast of the Aberdeen Pavilion with the relocated Horticulture Building immediately to the east of it.

Finally, a new underground parking facility for up to 1,100 vehicles is proposed below the new northwest development.

OFFICE BUILDING

Along Bank Street a six storey office building will be incorporated above the two-storey retail south of the main entrance to Lansdowne Park. Office uses will also be located in second floor locations within the retail sector. These offices will contribute to the daytime activity on the site.

BOUTIQUE HOTEL

A hotel is proposed in the southwest area of the site. This will provide a base for visitors to the Ottawa region who will avail themselves of the amenities at Lansdowne while also providing the site with a cosmopolitan flavour.

The proposed hotel, located in the southwest corner of the site adjacent to the Bank Street Bridge and the proposed new south grandstand, will consist of an eight-storey, 180-guest-room tower which will be at approximately the same height as the proposed new south grandstand.

To complement the more modern character of this athletic complex, the hotel will be a sleek glazed arc-shaped building offering extraordinary views of the Rideau Canal and the Bank Street Bridge to the east and south, the Stadium and the Aberdeen Pavilion and parkland to the northeast, Dow's Lake to the northwest, and a vista of downtown Ottawa to the north.

The glazing will incorporate state-of-the-art insulating features to comply with energy conservation criteria. Parking for the hotel will be provided in structured parking below the hotel. Underground loading will also be incorporated into the building.

RESIDENTIAL

To further the continuous use of the site, new residential uses are proposed consisting of a four-storey condominium component above the two-storey retail on the north portion of the site, and a six-storey residential component above the two-storey retail on the northerly portion along Bank Street. This development is north of the main entrance and it will complement the six storey office to the south, creating a gateway into Lansdowne from Bank Street.

Finally, 20 stacked townhomes (40 units) along the south side of Holmwood Avenue are proposed and will provide a close integration of the new development with the existing houses on the north side of the street.

HERITAGE

The historically-designated Aberdeen Pavilion is currently under-utilized due to heating limitations. The proposed design will make this building the centerpiece of the redevelopment. Views from all directions will focus on the Pavilion. Within the Pavilion, small, glass-enclosed climate-controlled structures are proposed to allow for year-round uses such as restaurants, a gift shop and other hospitality uses.

Mezzanine spaces open to the expansive structure will provide festival centre support spaces, meeting areas and assembly spaces suitable for informal live venue performances. These small, transparent structures would allow for views of the existing Pavilion volume and structure.

The historically-designated Horticulture Building has not been maintained and is currently boarded-up due to peeling lead-based paint. The proposed design will include relocating it into the front yard to the east and re-purposing it as part of the Farmers' Market activities as well as programming for arts, culture, education and children's programs.



SUSTAINABLE DESIGN

The transformation of Lansdowne Park offers a unique opportunity to embrace sustainable design principles and achieve LEED Certification, one of the key goals of the project development.

Given the comprehensive redevelopment of the site with its wide variation in the building types and proposed uses, LEED Neighborhood Development (ND) offers the most appropriate method for achieving LEED certification.

Key elements in support of LEED ND Certification for Lansdowne are:

- Centrally located urban site with the benefits of the existing adjacent community;
- Development on previously developed lands;
- Good existing transportation and increased use of public transit;
- Adjacent to bicycle network – strong connection and integration;
- Redevelopment of a 'brownfield' site to include major green spaces;
- Opportunity for stormwater conservation through the use of a proposed storm water management pond and on-street innovative urban swales;
- Proximity of housing to jobs;
- Access to civic and public spaces;
- Access to recreation facilities;
- Access to food produced locally;
- Re-use of existing buildings;
- Historic building preservation and adaptive use;
- Reduction of parking footprint through the provision of underground parking;
- Use of existing off-site parking facilities for major events; and
- Heat island reduction by replacing existing asphalt with vegetation.

The above are examples of criteria which are met and incorporated in this

approach. Many additional opportunities will be pursued as the details of the design are developed.

The project includes walkable streets, pedestrian precincts and zones, compact development which is both connected and open to the wider community, in addition to comprehensive sustainable site development.

Adopting a LEED Design approach will establish clear guidelines for building design.

The new buildings will be designed to LEED 'Silver' standards consistent with the individual building types; e.g., retail, office, residential. Adopting a LEED Design approach will establish clear guidelines for building design that addresses:

- Sustainable site design;
- Energy efficiency measures;
- Water conservation and quality;
- Conservation of materials and resources in the make-up of building construction;
- Indoor environmental quality;
- Alternative transportation from fuel-dependent vehicles;
- Reduction of heat island effect and light pollution in built-up areas; plus
- Conservation and adaptive re-use of existing buildings.

The LEED Certification process requires documentation and quantification with independent verification to demonstrate how each LEED credit has been achieved in order for the project to receive LEED Certification.

The Lansdowne site offers a very special opportunity to celebrate and educate residents, users, and visitors on the Earth's most precious resource — Water.

TRANSFORMATION PLAN

The accessibility to the Rideau Canal system with its connections to Brown's Inlet and Dow's Lake will be supplemented by the addition of a storm water management pond and bioswales which will provide aesthetic enjoyment while enhancing water quality on site.

The opportunity to incorporate water features, sculptural fountains and interpretive nature paths through the east and south portion of the Lansdowne site will be explored.

Where appropriate, roofs will be designed to meet the LEED Silver requirements. These measures will dramatically reduce the volume of stormwater runoff from the site while enhancing the quality of the residual runoff into the City system.

The opportunity to incorporate water features, sculptural fountains and interpretive nature paths through the east and south portion of the Lansdowne site will be explored.

TRANSPORTATION STRATEGY

Based on the transportation study and analysis, a Transportation Strategy has been developed to support the Lansdowne redevelopment program based on Council's motion.

This strategy provides for transportation needs to be strategically addressed to support the range of venues and activities that will be accommodated in the transformed Lansdowne Park.

The strategy is broken down below into four components: Site Development, Off-Site Needs, Operational Requirements, and Transit Service.

SITE DEVELOPMENT COMPONENT

- Provision of approximately 1,100 below-grade and 135 at-grade parking spaces to support the day-to-day activities associated with development of Lansdowne Park.
- The provision of parking for the proposed residential and hotel components to be generally self-contained and to be in addition to the shared parking space total.
- Development of activity staging areas in the planned front yard (between Aberdeen Pavilion and QED) that can also serve as additional parking (approximately 380 spaces) for larger Civic Centre/Stadium events, but only if these areas are not required for other programming activities/events.
- Maintaining four vehicular access points, two from Bank Street and two from the Queen Elizabeth Drive and locating access to the below-grade parking to minimize interference with pedestrian movement and to reinforce the focus of Lansdowne Park as a pedestrian area.
- Provide a four-lane driveway width with light signals at the site's connection to Bank Street to provide sufficient capacity to efficiently accommodate traffic entering and exiting the proposed below-grade parking garage.
- Design below-grade parking access/egress points to be three lanes (reversible) to accommodate the peak demands of getting cars in and out during major events.
- Provide visible and direct vehicular access/egress to/from Bank Street for the proposed hotel, as hotel patrons may not be familiar with Ottawa or the site.
- Provide a centralized loading area for the commerce and define an on-site loading route that provides access/egress from Bank Street that minimizes interference with pedestrian areas and regular vehicle access needs.
- Locate loading for the Stadium/Civic Centre in a location where it will not interfere with pedestrian movement and define an on-site truck route that provides efficient access/egress to/from Bank Street.

- Provide well defined pedestrian/cycle connections and links to off-site pedestrian/cycle facilities.
- Provide sufficient pedestrian gathering areas along the Bank Street frontage to safely accommodate pedestrian volumes for large events as they enter/leave the site, wait to cross Bank Street and wait for transit.
- Provide secure bike parking to meet by-law requirements and locate these where they are easily accessible.
- Build into the site development program physical Transportation Demand Management (TDM) measures and other supporting uses (such as bicycle rental or VRTUCAR).



- Provide an on-site location for shuttle drop off and pick up to bring people from and to off-site satellite parking lots. As enhanced Route 1 and 7 bus service will be operating on Bank Street, the additional shuttle buses would operate on QED, thereby requiring the on-site transit stop to be close to the site's eastern QED frontage.

OFF-SITE NEEDS COMPONENT

- Implement the Bank Street Rehabilitation to coincide with the Lansdowne Park redevelopment and ensure that the design for Bank Street supports the access, transit and pedestrian needs of the Lansdowne development program.
- Secure off-site parking through arrangements with owners of identified lands to enable the provision of efficient, high quality shuttle bus service. This is required to reduce on-site and adjacent community parking pressures during higher attended events at the Stadium.
- Identify and secure off-site areas for staging larger vehicles (trucks) associated with supporting major events at either the Civic Centre or Stadium.
- Finalize, through the Collaboration Agreement with the NCC, limited use of the QED by commercial and/or transit vehicles to support periodic major events at the Stadium.
- Finalize an agreement with OC Transpo to provide transit shuttle service for major Stadium events to/from satellite parking lots and to/from rapid transit facilities, as appropriate.
- Provide for boat docking facilities on the Rideau Canal at the key water-access point to Lansdowne Park from Queen Elizabeth Drive.

OPERATIONAL REQUIREMENTS COMPONENT

- Management of on-site day-to-day circulation activities including: uninterrupted access to the parking garage, control of service and goods delivery in off-peak periods and not at night when it could impact on the hotel and residential land uses.
- Managing on-site parking including: priority spots for office use car poolers, requirement for pre-paid passes for major Civic Centre/Stadium events, implementing reversible lanes at garage access/egress points for larger events so as to efficiently process entering/exiting vehicles, and directing exiting traffic to Queen Elizabeth Drive following large events to minimize impacts on pedestrians and on Bank Street transit service.

- For mid-size to major events, varying levels of traffic control will be required including possible signal timing adjustments, police control of Bank Street pedestrian crossings, police control of access/egress to Queen Elizabeth Drive, on-street parking prohibition for two hours before and after large events, road closures (Bank Street and Queen Elizabeth Drive), and police escorts for transit vehicle after major events when adjacent streets are closed to vehicles, but are being used by pedestrians.

TRANSIT SERVICE COMPONENT

With the rehabilitation of Bank Street, improve transit service by: incorporating the proposed northbound lay-by-lane, relocating the adjacent bus stops to the north of the site's driveway intersection where there is a stop light, widening adjacent sidewalks and providing sufficient pedestrian storage areas on both sides of Bank Street.

- Maintain the basic Routes 1 and 7 service, and increase frequency as required to respond to day-to-day needs.
- For mid-size events (4,000 to 10,000 person capacity) add two to four additional buses on Bank Street (see the Transit Service Strategy map on page 25).
- For mid-size events (10,000 to 15,000 person capacity), add additional Bank Street buses (two to four) and enforce existing parking/stopping restrictions along Bank Street, as per the Transit Service Strategy map.
- For larger events (15,000 to 25,000 person capacity) add extra Bank Street buses and ban parking in both directions for a period of two hours before and two hours after the event, as per the Transit Service Strategy map.
- For larger events (25,000 to 35,000 person capacity) add extra Bank Street buses and convert the curb lanes on Bank Street to bus-only lanes for a period of two hours before and two hours after the event, as per the Transit Service Strategy map. The extra Bank Street buses will comprise additional Route 1 or 7 buses, special buses running from Billings Bridge

Station to downtown, and shuttle buses serving the off-site parking lots.

- For the infrequent large scale events (35,000 to 45,000 person capacity), add extra Bank Street buses and close Bank Street to traffic, except for buses, from Sunnyside Avenue north to Fifth Avenue for a period of two hours before and two hours after the event, as per the Transit Service Strategy map. The extra Bank Street buses will comprise additional Route 1 or 7 buses, special buses running from Billings Bridge Station to downtown, and shuttle buses serving the off-site parking lots.
- For the very infrequent largest scale events (45,000+ person capacity), add extra Bank Street buses and close both Bank Street and Colonel By Drive to all traffic except buses for a period of two hours before and two hours after the event, as per the Transit Service Strategy map. The extra Bank Street buses will comprise Route 1 or 7 buses, special buses running from Billings Bridge Station to downtown, and shuttle buses serving the off-site parking lots. The closure of Queen Elizabeth Drive is necessary to accommodate high frequency (every 30 to 60 seconds) shuttle bus service between the downtown transit way station and Lansdowne Park, and between other south and west remote parking lots and/or rapid transit stops and Lansdowne.

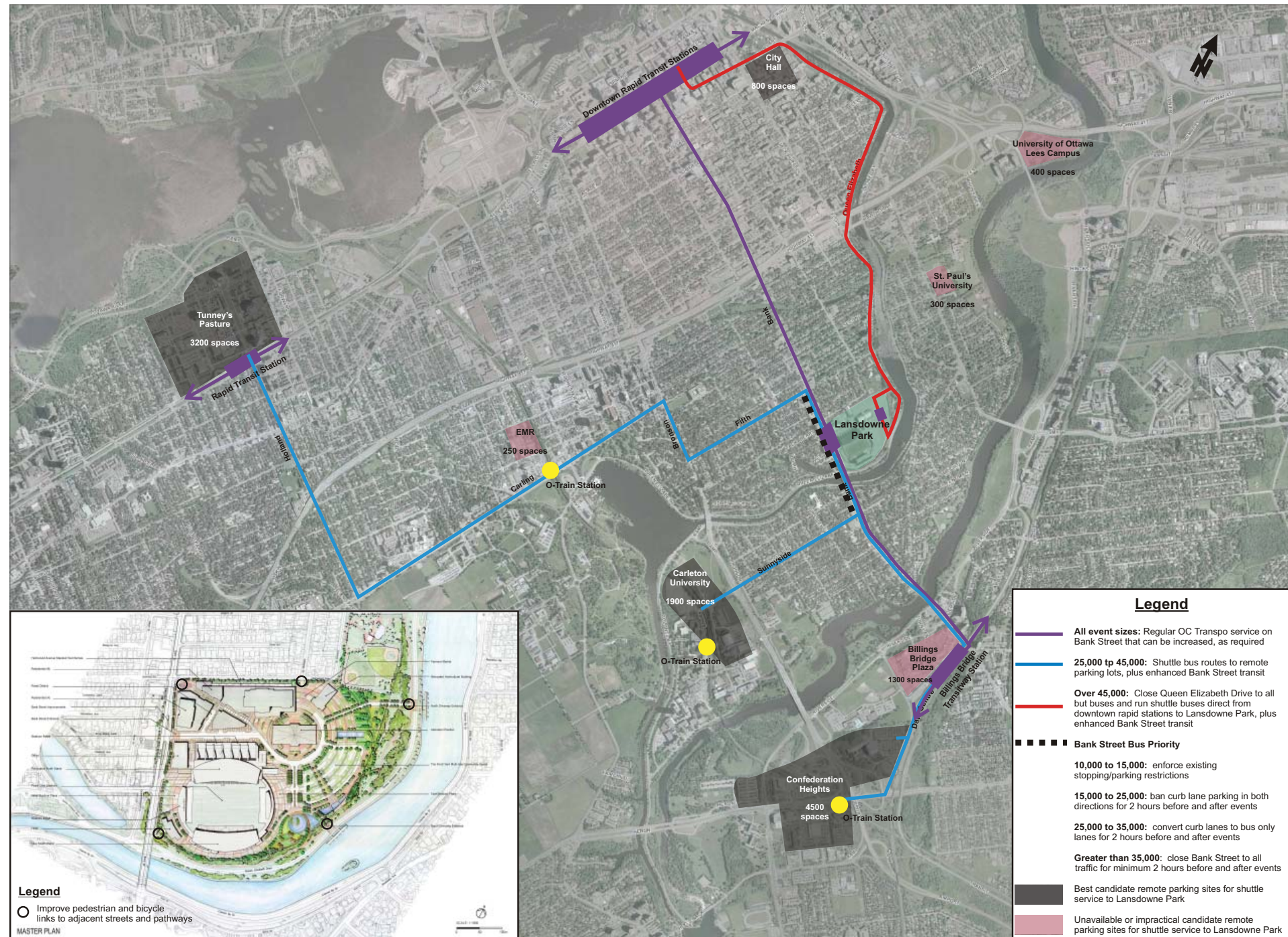
TRANSPORTATION ACTION PLAN

Based on the above analysis: site-generated traffic for the range of proposed on-site activities; the range of transit model delegation likely achievable for these activities, the on-site and off-site parking supply and demand; and the layout and operation of the proposed site plan, the Transportation Strategy sets out an Action Plan for the Lansdowne transformation.

These actions provide a road map to implement the Transportation Strategy and the activities and events at a transformed Lansdowne Park.

TRANSFORMATION PLAN

TRANSIT SERVICE STRATEGY MAP



STEP 5: PLAN IMPLEMENTATION

Achieving the vision for Lansdowne requires a continued concerted effort by many. This multifaceted effort is focused on having the Partnership Plan finalized and approved, continued involvement of stakeholders, and obtaining formal approvals. The Lansdowne plan shall be carried out in 2 phases. Phase 1 includes the front lawn, parking, retail and stadium/arena. Phase 2 includes the hotel, office and residential components.

The following highlights the key elements of the additional work to realize the transformation of Lansdowne:

PUBLIC CONSULTATION

The April 22 motion from Council directed that the process for transforming Lansdowne include comprehensive public consultation prior to Council rendering a final decision on the Partnership Plan. The Public Participation Plan detailed in this Report outlines the consultation approach to inform and engage the public. A key element of the public consultation is to obtain input regarding refinement of the design for the front yard by the Canal.

PARTNERSHIP AGREEMENT

Included in this Partnership Plan is an MOU between the City and OSEG. This MOU is the foundation for developing a formal partnership agreement for approval by Council and will establish the roles and responsibilities of the City and OSEG. The partnership agreement will lay the groundwork for the municipal corporation to be set up as the governing body for the Lansdowne transformation and its ongoing operations.

MUNICIPAL CORPORATION

The premise of the partnership agreement is the establishment of a municipal corporation set up under the Municipal Act as the governance body to oversee the physical transformation of Lansdowne and the ongoing operations of the new Lansdowne Park.

FINAL COUNCIL APPROVALS

Final approval by Council of the Partnership Plan, the partnership agreement and the establishment of the municipal corporation is required to begin moving forward with the Lansdowne's transformation. With Council approval, the stage will be set for initiating the required planning approvals, securing the necessary financing, finalizing other stakeholder agreements, and beginning the physical transformation of the site.

PLANNING APPROVALS

Council's Motion directed the City to ensure that the transformation of Lansdowne Park responds to and advances policy objectives and directives of the Official Plan (OP) and other planning documents, such as the Lansdowne Design Competition Guidelines.

There remains a need, however, for Council and staff under delegated authority to give specific planning approvals.

These include re-zoning to allow for uses that are not currently permitted for Lansdowne Park, site plan approval which would set out specific conditions for development, and heritage approval related to modifications that may be considered for the heritage sites of the Aberdeen Pavilion and the Horticulture Building.

In addition to the City planning approvals, there is a need to obtain approval from the Ontario Heritage Trust (OHT) for work related to the Aberdeen Pavilion and modifications to the existing Heritage easement, and to consult with Parks Canada on stormwater outlets to the Canal, docking facilities on the Canal, and proposed uses for the Aberdeen Pavilion.

A federal environmental assessment process will also be required. Further, consultation will be held with the NCC during the design process and with ACPDR, the national design advisory committee of the NCC, for the final design.

The City Planning Department has defined, at a high level, the planning approvals required, confirmed the materials that will be required to initiate the planning approvals process, plus defined the timelines for the approvals and the work with other City staff. OESG will work in lockstep to finalize the details.

At this point, it is expected that a specific strategy will need to be developed to ensure coordination of efforts and activities. The City Planning Department will lead the development of the strategy and will communicate this to all parties involved, and will provide central management of the planning approval process to ensure timing, processing and approval needs are satisfied.

As part of Planning Approvals, the following studies, in addition to those already completed, will be required:

- Planning rationale for required zoning changes – to be prepared by City Planning Staff:
 - » Determination on how the development program will be permitted under the required zoning by-laws and that potential changes respond to, and advance, city planning policies and directions.
- Urban context and image analysis – to be integrated into planning rationale:
 - » Required under the OP and undertakes an analysis of the urban design elements of the proposed development and considers the urban design objectives being achieved, making reference to urban design directions set out in city documents.
- Tree Preservation plan – to be undertaken as part of the formal Site Plan – by OSEG.

Studies completed to date will be refined and revised as necessary through the planning approval process.

TRANSFORMATION PLAN

STAKEHOLDER PARTNERSHIPS

Partnerships and collaboration among numerous government agencies and the private sector are the pillars of this agreement. The MSC and stakeholders including the NCC, Parks Canada, the Glebe BIA, land owners, OC Transpo, and others will continue their collaborative approach to set the stage for activity programming of the front yard, the transportation strategy and ultimately, the full transformation of Lansdowne Park.

SECURING REQUIRED FINANCES

The City will undertake to secure the necessary debentures and OSEG will secure the necessary equity and debt financing as required for their respective responsibilities.

CONSTRUCTION APPROVALS & CONSTRUCTION

With the required the planning approvals in place, construction approvals can be given. This is the final step to achieving the physical transformation of Lansdowne.

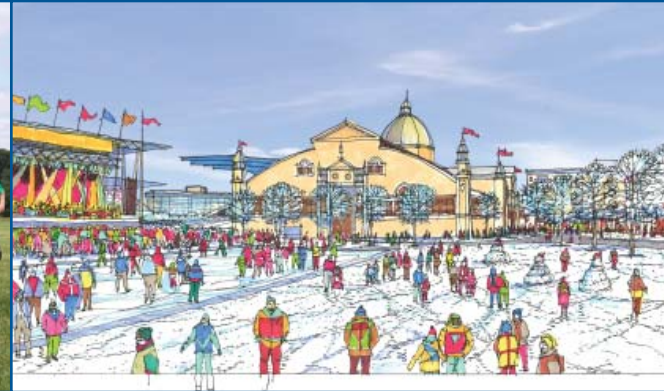
With permits in hand, the Phase 1 program will required approximately 32-months to construct. By spring of 2013 we can celebrate the re-opening of Lansdowne Park.





Lansdowne

THE TRANSFORMATION OF LANSDOWNE PARK LA TRANSFORMATION DU PARC LANSDOWNE



RELATIONSHIPS & PROGRAMMING

RELATIONSHIPS & PROGRAMMING

The success and strength of the Lansdowne proposal rests on the commitment of many partners throughout all three levels of government, our region, and our communities. To this end, the proposal relies on a number of partners and the collective contribution to appropriate programming. The city of Ottawa has traditionally worked well with federal and provincial partners and Lansdowne will serve to enhance these relationships.

NATIONAL CAPITAL COMMISSION & PARKS CANADA

The success of this bold initiative to transform Lansdowne will be founded in its partnerships with federal agencies who play a significant role as leaders in the functioning of a nation's capital. The partnership of Ottawa with the National Capital Commission, and as well with Parks Canada, is paramount in the effort to transform Lansdowne Park.

This collaborative partnership is now in place and working effectively. All players are committed to creating a new park and facilities worthy of its unique location in the nation's capital and on the UNESCO World Heritage site of the Rideau Canal.



The partners will work closely to plan and design the 'front lawn' interface of the new Lansdowne Park along the canal. Together they will assist in programming this area to take advantage of activities suited to each of Canada's four seasons. Whether it's Winterlude, the Tulip Festival, outdoor concerts or community events, the partnership is committed to pooling their resources and expertise to ensure the success of the Lansdowne initiative.

CENTRAL CANADA EXHIBITION ASSOCIATION (CCEA)

With its long and proud history, the Central Canada Exhibition (CCE) has provided the citizens of Ottawa and the surrounding communities with entertainment, amusement and the exhibition of the culture of rural activities significant to the National Capital Region.

With the growth and expansion of the CCEA, the time has come to relocate the exhibition to its new home on Albion Road south of the Macdonald-Cartier International Airport. Set to celebrate its final year at Lansdowne in 2010, the CCEA will find continued success as it begins an exciting next phase in its history on the new exhibition grounds.



OTTAWA ASSOCIATION EXHIBITION MANAGERS – TRADESHOWS

The trade show industry in Ottawa is a dynamic enterprise, and historically, has utilized Lansdowne Park as a venue for a number of events brought in by the Ottawa Association of Exhibition Managers (OAEM).

The opportunities for growth of this industry exist in the region of Ottawa, particularly through the redevelopment of the Ottawa Convention Centre (OCC), for which the City provided funding of \$40 million.

Consistent with the City's long-term economic growth plan, OSEG is considering further redevelopment of a venue that would support trade show activity more appropriate than Lansdowne Park. The City and the Ottawa MacDonal Cartier International Airport Authority (OMCIAA) are studying the development of a new trade show facility at the airport.

Large trade shows require significant parking space which is not, nor will be, available at Lansdowne. However, trade shows requiring smaller capacity (e.g., 2,000-3,000 square feet) will function effectively at the Civic Centre, particularly after redevelopment.



FARMERS' MARKET

Throughout its brief history, the Farmers' Market has proven to be a delightful and popular addition to the programming at Lansdowne. The vision for Lansdowne sees an expanded role for this Market with a focal point of the Horticulture Building to provide a longer programming season. This activity should provide vitality, colour and interest for the community and visitors to the nation's capital.

The success and strength of the Lansdowne proposal rests on the commitment of many partners.

COLISEUM

The Coliseum has long been a venue for amateur sports including soccer games and tournaments, particularly during the winter months. During the Phase 1 construction period, this organization will need to be relocated temporarily and an option exists to lease an alternate City property within a 10 kilometre radius of Lansdowne Park.

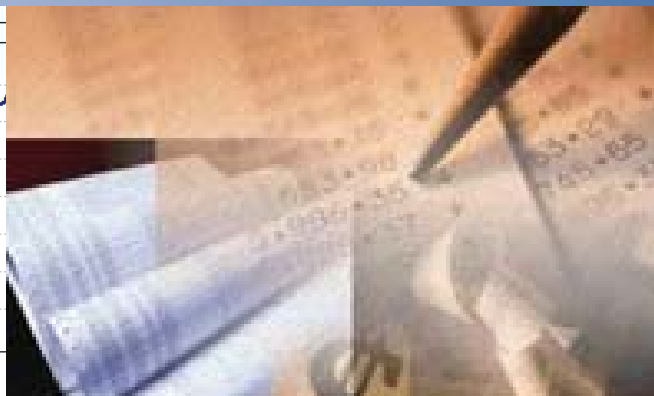
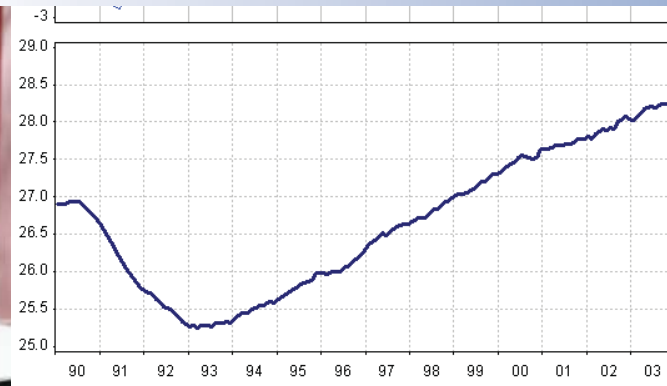
GLEBE BUSINESS IMPROVEMENT AREA (BIA)

Lansdowne is a member of the Glebe Business Improvement Area (BIA) and it is the intention of the new partnership to be an active and supportive participant. This will ensure a successful integration of the revitalized Lansdowne Park with the shops and businesses along Bank Street.



Lansdowne

THE TRANSFORMATION OF LANSDOWNE PARK LA TRANSFORMATION DU PARC LANSDOWNE



BUSINESS PLANNING & ECONOMIC BENEFITS

BUSINESS PLANNING & ECONOMIC BENEFITS

The following is a brief outline of the key Business Plan highlights for the Lansdowne initiative. This innovative project that will revitalize Lansdowne will:

- Create a significant number of jobs;
- Generate municipal, provincial and federal tax revenues; and
- Stimulate the economy in the region.

The transformation of Lansdowne Park will provide for:

- A beautiful, green space along the Queen Elizabeth Driveway, the Rideau Canal and Bank Street.
- A world class, iconic stadium and arena that will support a new CFL franchise, the Ottawa 67s, as well as other semi-professional and amateur teams and associations.
- New retail shopping including a farmers' market.
- The potential for office, hotel and condominium development in Phase 2.

OBJECTIVES

The objectives of the Business and Financial Plans are:

1. To present financial projections for the initiative to its partners based on the Memorandum of Understanding between the parties;
2. To set out the economic benefits to the City of Ottawa; and
3. To provide financial and economic considerations as they relate to Council's motion and the Lansdowne transformation.

BUSINESS MODEL

In recent years, public private partnerships have garnered increasing support in Canada and internationally as a way to use private sector capital, innovation and efficiency to deliver public infrastructure and services. The Lansdowne transformation proposes such a partnership between the City of Ottawa and the Ottawa Sports and Entertainment Group (OSEG).

The business model anticipates that the City of Ottawa will first create a share capital Municipal Services Corporation (MSC) wholly owned by the City of Ottawa. Lansdowne Park and all existing facilities will then be transferred to the MSC. A new governance model similar to that of the Ottawa Airport Authority will allow a Board of Directors to manage and govern Lansdowne Park. The City will transfer funds to the MSC for the redevelopment of the stadium, the arena and its share of the associated parking.

The interface between the MSC and OSEG is key to the success of the Lansdowne transformation. It is expected that MSC will enter into a minimum 30-year head lease with OSEG for the entire park and contract OSEG to undertake redevelopment and construction. OSEG will assume the construction risk during the redevelopment period and the operations risk on revenues and expense once the site reopens.

The plan and partnership framework that has been negotiated creates a 'closed' financial system that sees cashflows from the operations of the entire site, other than the front lawn, distributed in a 'waterfall' to the City and to the OSEG according to an agreed upon formula. Waterfall is a term used to describe the priority ranking of cashflow distribution.

Under the closed system, OSEG is responsible for any deficits that may accrue from the operation of the site and for making mandatory contributions to a lifecycle reserve fund. The subsequent distribution of any additional net cashflows is as follows:

- provides for OSEG to realize a modest return on equity of 8 percent;
- then a return of equity to OSEG;
- then, for the City, a return on deemed equity contributed; and
- finally, for a fifty-fifty sharing of any residual net cashflow between the City and OSEG.

In Phase 1, as described in the Transformation Plan section, both parties will contribute capital to redevelop Lansdowne Park. The City will contribute the capital required for the redevelopment of the stadium and its share

of the overall parking. The OSEG will contribute the capital to build the retail component with associated parking. The City of Ottawa will receive tax levies from the retail components and both parties will share revenues from retail, stadium and parking in accordance with the aforementioned 'waterfall'. Compared with historical operations of Lansdowne, the project is expected to generate positive cash flow to the City over the life of the proposed agreement with OSEG.

CITY OF OTTAWA PHASE 1 FINANCING

The City's share of capital contributions will be made up of cash and debt as per the table below. Of the \$129.3 million, \$12.4 million will come from City reserves and annual budgetary avoidances for the stadium and the arena during the construction period. The balance will be financed through a debenture of \$116.9.

	Stadium (\$M)	Parking (\$M)	Total (\$M)
Capital cost	110.00	19.30	129.30
City Reserves		(4.00)	(4.00)
Operating costs avoided from 2010 to 2012	(8.40)		(8.40)
Debt issue	(101.60)	(15.30)	(116.90)

STADIUM & ARENA

To fund the redevelopment of the stadium and the arena, the City will transfer to the MSC \$110 million of cash comprised of avoided budgetary costs during the construction period (\$8.4 million) and the issuance of \$101.6 million of debt. The ownership of the stadium and the arena will also be transferred to the MSC. The MSC will contract OSEG to redevelop the stadium and arena.

BUSINESS PLANNING & ECONOMIC BENEFITS

The OSEG assumes responsibility and risk for the redevelopment of the stadium and arena and will fund all operating costs for those facilities when completed. A lifecycle fund will be established from operating revenues with an annual transfer of funds to the MSC for lifecycle repairs.

Upon reopening, OSEG will be responsible for all stadium and arena operations and will cover any losses resulting from such operations.

The economic benefits of this construction alone would see over \$7.5 million in non-property indirect tax revenue and over \$60 million in labour income, with the creation of 1,229 full-time jobs over the construction period. Upon reopening, the stadium and arena is expected to employ over 220 full time staff in Ottawa, generating over \$9 million in labour income and almost \$1 million in direct and indirect taxes to all levels of government annually.

FRONT LAWN

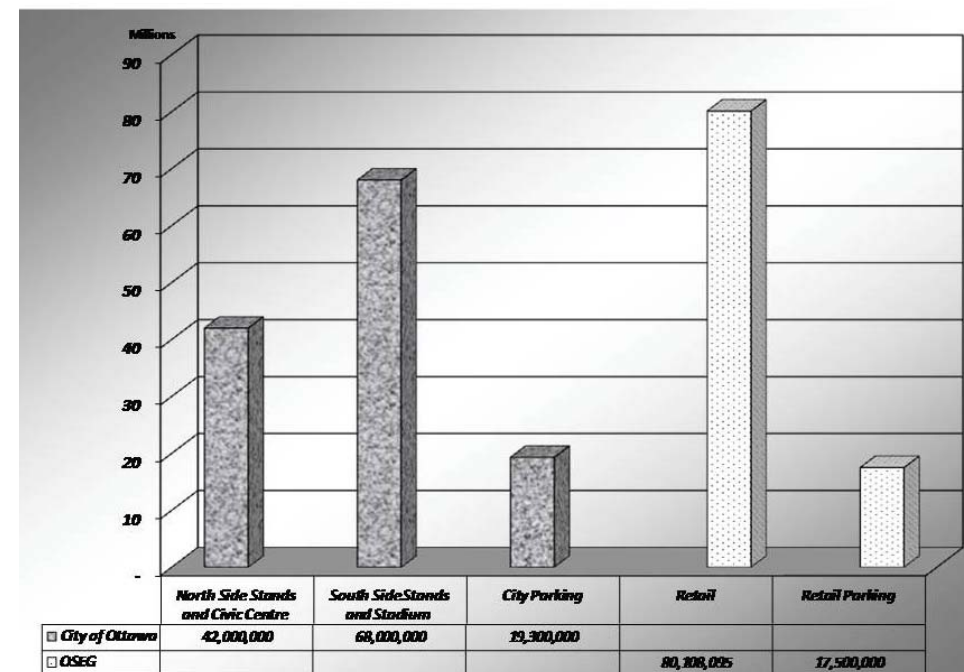
The front lawn will include both improvements to the southward facing green space that borders Queen Elizabeth Driveway and the underlying water and power infrastructure for the park. Redeveloping the front lawn is estimated to cost \$5 million. These costs will be shared equally between the City and OSEG and are contained within construction costs estimates for the stadium and arena, and the retail components, respectively.

PARKING

The City of Ottawa and OSEG will partner to build 1,100 new below-grade and 135 at-grade parking spaces at Lansdowne Park. The City is expected to contribute \$19.3 million and the OSEG will contribute \$17.5 million to construct the below-grade parking. Project costs for the at-grade parking are contained in the construction costs estimates for the stadium and arena, and retail component. An additional 360 spaces will be made available in the redeveloped front lawn for overflow parking when required for special events. By moving a large share of the parking underground, significant green space will be created for public use.

Parking will be operated and maintained by OSEG. Revenues, expenses and provisions for lifecycle will form part of the closed system and as such will not require additional tax contributions from the City.

Creating the below grade parking is expected to support over 400 full time jobs over the three year construction period, with over \$20 million in labour income and \$2.6 million in indirect taxes to all levels of government.



RETAIL

OSEG plans to invest \$80.1 million in construction costs to create almost 300,000 square feet of retail space. Beginning in 2013, the retail complex is expected to generate \$3.8 million in municipal tax revenues annually. Rents from retail tenants will form part of the closed system 'waterfall'.

The labour income generated though the construction of the retail component is estimated to be over \$53 million with 1,090 jobs created

over the three year period. Indirect tax revenue to all levels of government from products and services from the construction project is estimated to be almost \$7 million.

Labour income generated though the construction of the retail component is estimated to be over \$53 million with 1,090 jobs created over the three year period.

THE FOLLOWING DEVELOPMENT OPPORTUNITIES REPRESENT PHASE 2 OF THE LANSDOWNE TRANSFORMATION.

RESIDENTIAL SPACE

As part of Phase 2, OSEG plans to lease land to a residential developer to construct 40 new, 1,000 square-foot town homes on Holmwood Avenue and 168 new condominium units on Bank Street.

This residential project will require a capital outlay of approximately \$45.8 million by a residential developer. The city is expected to receive proceeds from the sale of air rights for the townhomes and condominium units estimated at almost \$4.4 million. These revenues may be used to reduce the amount of the debt the City issues to fund Phase 1 of the development.

When built, the project is expected to generate approximately \$1 million in additional municipal property tax revenues annually.

OFFICE SPACE

As part of Phase 2, OSEG may lease land to a commercial developer to build 100,000 square feet of new office space in a five-storey building at a capital cost of \$21.1 million. The office space is expected to generate approximately \$560,000 in incremental municipal property tax revenue to the City annually and will contribute \$300,000 per year in land rents to be shared by the City of Ottawa and the OSEG through the closed system.

BUSINESS PLANNING & ECONOMIC BENEFITS

HOTEL SPACE

OSEG may also lease land to a hotel developer to construct a new 180-room hotel as part of the Phase 2 redevelopment program at a capital cost of approximately \$21.8 million. The hotel is expected to generate approximately \$542,000 in additional property tax revenue to the City and \$300,000 per year in land rents to be shared by the City of Ottawa and the OSEG through the closed system.

RISK ALLOCATION

OSEG, will in general, assume the risk of the redevelopment program including such issues as design errors, schedule delays, budget overruns, construction defects, and quantity estimating errors.

Cost Category	Retained by the City of Ottawa	Transferred to the Municipal Services Corporation	Transferred to the OSEG
Construction			
Design Errors	☐	☐	☑
Quantity Estimating Errors (Construction Cost)	☐	☐	☑
Change Orders- City	☑	☐	
Change Orders- OSEG			☑
Schedule Delay			☑
Construction Defect			☑
Escalation			☑
Latent Defect			☑
Operations and Lifecycle			
Event Demand (Revenue)			☑
Physical Security			☑
Construction Defect			☑
Labour Costs			☑
Leasehold Management	☐	☑	

The MSC will be responsible for costs of change orders it issues after the project has been signed off. OSEG and the MSC will share the financial risk of environmental liabilities that could arise, and the MSC will be responsible for managing the minimum 30-year lease with OSEG.

FINANCIAL SUMMARY

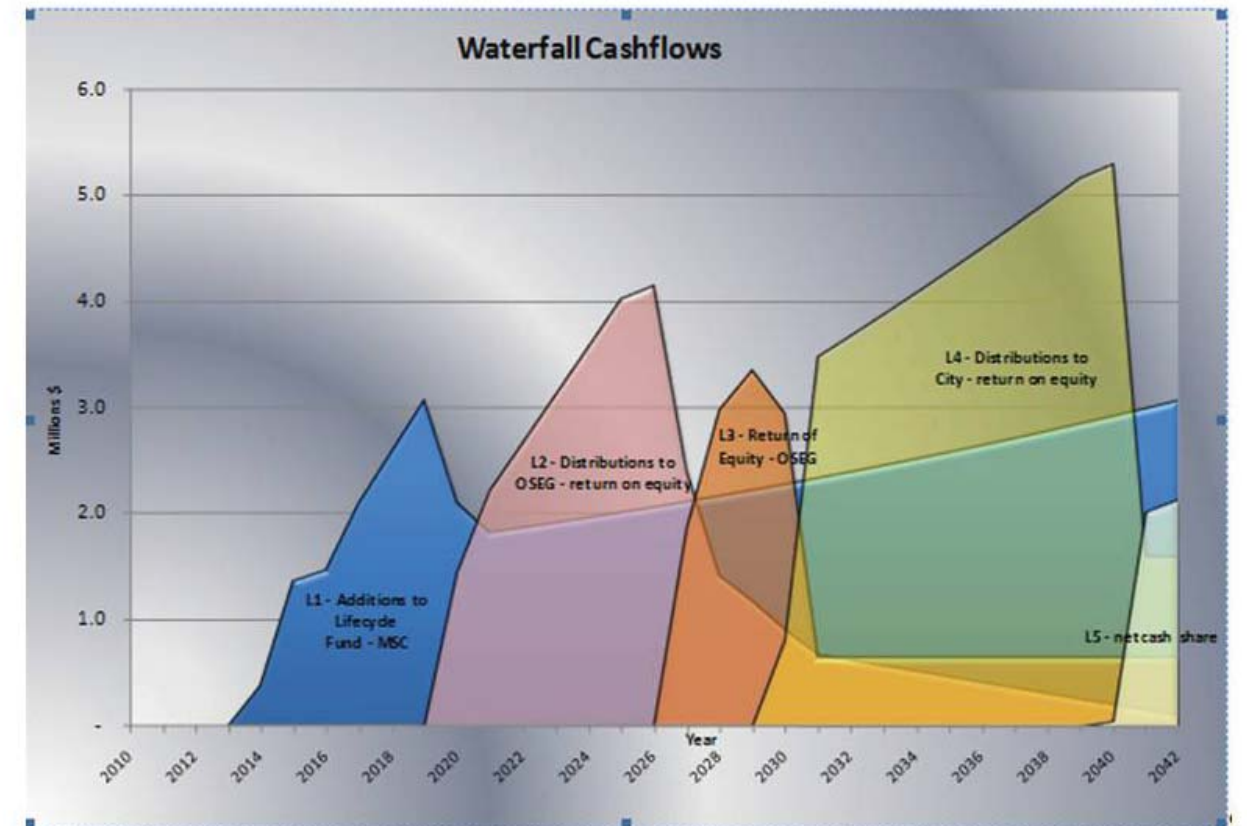
The transformation of Lansdowne Park presents opportunities for the City of Ottawa to generate incremental tax revenues, create jobs and enhance public space. It is expected that over the first thirty years of the of the project agreement the Lansdowne transformation will not create additional tax pressures, rather, it will generate surpluses for the City.

In the current project agreement, the City of Ottawa is in the first and fourth position in the waterfall structure, whereas the OSEG is in the second and third position. Balancing waterfall payments with priority and the size of the financial obligation has produced a proportionate business model for all parties over the first term of the project agreement. The following diagram illustrates when waterfall payments are expected to be made over time.

Over the first term of the project period, total waterfall payments by level are as follows:

- L1 – Additions to MSC Lifecycle Fund: \$65.7 million, or 38.0%
- L2 – Distributions to OSEG – return on equity: \$31.8 million, or 18.4%
- L3 – Return of OSEG’s Equity: \$19.0 million, or 11%
- L4 – Distributions to City – return on equity: \$48.0 million, or 27.8%
- L5.1 – Net Cash Share to City: \$4.2 million, or 2.4%
- L5.2 – Net Cash Share to OSEG: \$4.2 million, or 2.4%

Under the proposed project agreement, the City is expected to receive



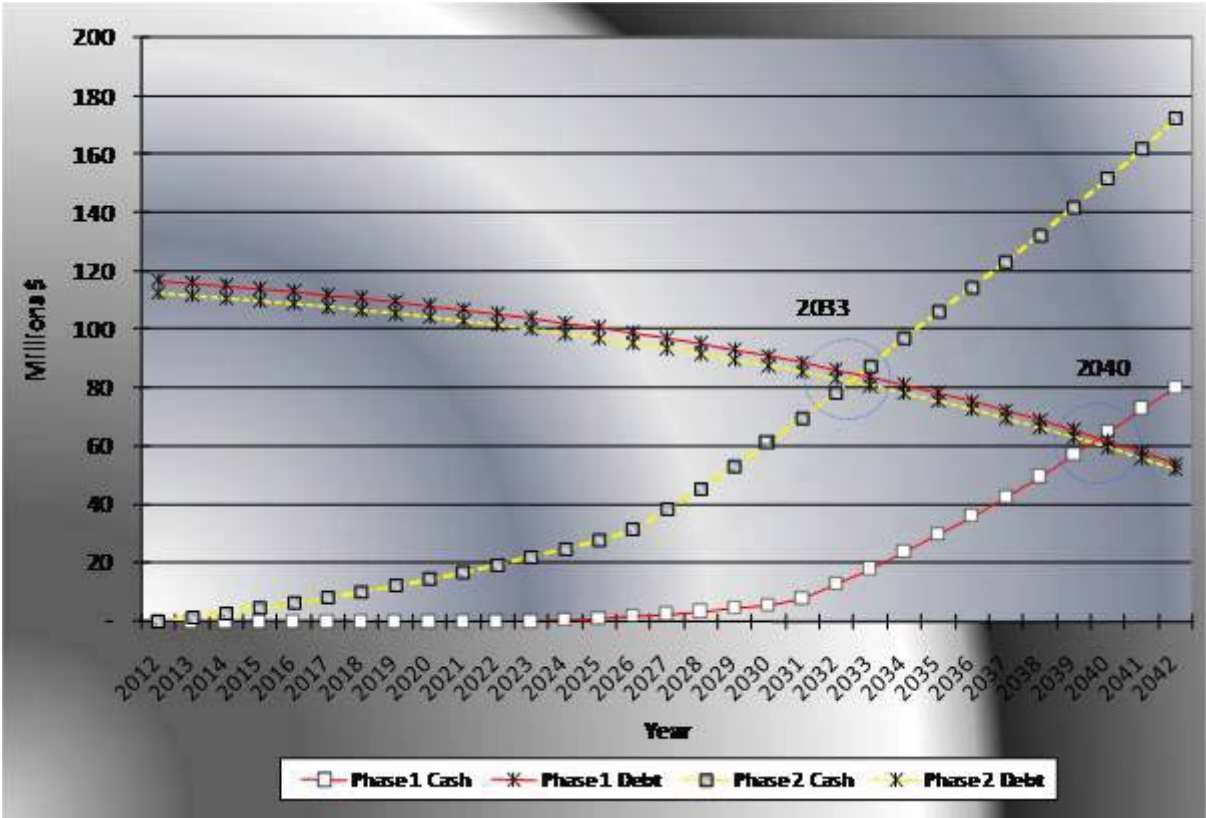
BUSINESS PLANNING & ECONOMIC BENEFITS

over two thirds or \$118 million of the totally payments made through the closed system waterfall.

The chart to the right shows debt principal outstanding and cash balances from avoided budgetary pressures, tax levies and waterfall payments for the City for the phase 1 and phase 2 components.

The components of the phase 1 program are expected to generate positive cash flows to the City through property tax levies, avoided budgetary costs and waterfall distribution payments. If these cash flows were held in reserve over the first term of the project agreement, the reserve would be sufficient to retire all debt by 2040.

Should the City and the OSEG chose to pursue the Phase 2 components, the City would receive additional property tax revenues and additional waterfall distributions. The City would also receive profits from the sale of air rights for the residential component. If increased tax revenues and waterfall distributions are held in reserve and the profits from the sale of air rights are used to lower debt, the City would have sufficient cash reserves to retire all debt in 2033 and have positive cash flows for other purposes in years after.





MEMORANDUM OF UNDERSTANDING

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The following Memorandum of Understanding (MOU) represents the agreement established between the City of Ottawa and the Ottawa Sports & Entertainment Group, known as OSEG:

MEMORANDUM OF UNDERSTANDING

This Memorandum is a memorandum of understanding between the City of Ottawa (the “**City**”) and OSEG (described below) regarding the redevelopment of Lansdowne Park pursuant to a project known as “Lansdowne Live” (the “**Project**”).

The parties intend, subject to Council approval, to negotiate, finalize and enter into an agreement respecting the Project (the “**Project Agreement**”).

This memorandum sets out the basic principles to be contained in the Project Agreement.

1. THE PARTIES

1.4 The City Corp.

Subject to Council approval, a Municipal Services Corporation shall be established by the City pursuant to the *Municipal Act* (the “**City Corp.**”) The City Corp. shall be party to the Project Agreement.

1.5 OSEG

(a) The other party to the Project Agreement will be OSEG.

The composition of OSEG shall consist of the following persons or entities (the “**Members**”):

- (i) Roger Greenberg;
- (ii) Shenkman Corporation;
- (iii) Trinity Properties Investments Inc.; and

(iv) Jeff Hunt.

(b) In respect of Members that are not individuals, the City (and the City Corp.) will be entitled to conduct due diligence to confirm such Member’s capability to conduct the Project. The Project Agreement may be entered into by another legal entity on behalf a Member, provided that the City (and the City Corp.) will be entitled to conduct due diligence to confirm and agree as to such entity’s capability to conduct the Project or the Member shall remain liable for all such entity’s obligations under the Project Agreement.

(c) The specific legal entity or entities to be utilized by OSEG shall be subsequently resolved by OSEG, subject to the approval of the City Corp.

(d) Notwithstanding that the Project Agreement shall provide that representations, warranties and covenants will be made to the City Corp. by OSEG:

(i) certain representations and warranties are anticipated to be provided to the City Corp. by the Members, including in respect of the CFL Team (as defined below in section 2.1), as contemplated in subparagraph 2.3(b); and

(ii) certain covenants are anticipated to be provided to the City Corp. by the Members, including the obligation to provide and maintain the Minimum Equity Contribution (as defined below in section 10.1).

MEMORANDUM OF UNDERSTANDING

2. SPORTS FRANCHISES

2.4 CFL Team

OSEG will bring a CFL Football Team (the “**CFL Team**”) to a revitalized Frank Clair Stadium (“**Frank Clair Stadium**”). The Project Agreement shall be conditional upon OSEG bringing the CFL Team to Frank Clair Stadium.

2.5 OHL Team

The Project Agreement shall be conditional upon OSEG acquiring the Ottawa 67’s OHL franchise (the “**Ottawa 67’s**”) from its current owner(s) and the Ottawa 67’s maintaining the Ottawa Civic Centre (the “**Civic Centre**” and, together with Frank Clair Stadium, the “**Stadium**”) as its “home-ice” location.

2.6 Representations

- (a) Subject to the provisions of section 15.4, salient terms of the CFL Team franchise agreement shall be disclosed, including:
- (i) nature of conditions for obtaining the franchise;
 - (ii) time period that the franchise may remain outstanding prior to “fielding a team”; and
 - (iii) conditions for maintaining the franchise after commencement and nature of transfer restrictions or rights.
- (b) Subject to the provisions of section 15.4, the Project Agreement shall contain representations by Members regarding salient

terms and conditions of the CFL Team’s franchise.

2.7 Commencement of Operation

- (a) OSEG shall provide satisfaction to the City Corp. of its ability to finalize arrangements, commence operations and, in the case of the CFL franchise, to “field a team” following substantial completion of renovations to Frank Clair Stadium, and, in the case of the Ottawa 67’s, to “ice a team” following substantial completion of renovations to the Civic Centre.
- (b) OSEG shall covenant to commence operation of the CFL Team on completion of the renovations to Frank Clair Stadium.
- (c) OSEG shall covenant that the Ottawa 67’s shall continue to use the Civic Centre as its “home-ice” location, on completion of the renovations to the Civic Centre.

3. THE SITE AND ITS COMPONENTS

3.4 Lansdowne Park

The Project will involve the whole of Lansdowne Park and Sylvia Holden Park.

3.5 Uses

The uses contemplated in the Project are the stadium, arena, the front lawn, the retail, the office, the hotel, the parking and the residential. Set out below are the various use components (the “**Components**”) described in general terms.

3.6 The Stadium

- (a) Frank Clair Stadium and the Civic Centre will be entirely

renovated and/or refurbished (as contemplated in Article 6 below).

- (b) Renovations to Frank Clair Stadium will permit it to accommodate the CFL Team, as well as to host a wide array of sporting and other events and attractions.
- (c) Refurbishment of the Civic Centre will permit it to continue being the “home-ice” location of the Ottawa 67’s as well as providing a 10,000 seat venue appropriate for sporting and other events and attractions not suitable for larger venues.

3.7 Front Lawn

- (a) The creation of a significant public open space is a primary driver of the plan for Lansdowne.
- (b) In particular, a “front lawn” will be created from the Aberdeen Pavilion to the Rideau Canal.
- (c) Connections to the south driveway entrance to access the canal and a facility to permit water related uses will be created and coordinated with NCC and Parks Canada.
- (d) Front Lawn to be programmed under the directions of the City and NCC, and maintained by OSEG. However, the principles pursuant to which programming will be conducted and overall control will be provided by the City Corp., in consultation with OSEG, Parks Canada and NCC.
- (e) It is anticipated that the Horticultural Building, having regard for the heritage status, will be moved from its current location

MEMORANDUM OF UNDERSTANDING

to a location within the area of the Front Lawn mutually agreed on by City Corp. and OSEG, at OSEG's cost. The Horticultural Building will be managed by OSEG on behalf of the City Corp. on a basis which is substantially similar to the Front Lawn and its current and future uses will be programmed by the City Corp.

3.8 Retail

- (a) The site will contain a Component for retail uses (the “**Retail Component**”).
- (b) The Retail Component will be focused on providing destination-specific stores which will be distinctive and unique in the Ottawa retail market. It is anticipated that the Retail Component will contain the Aberdeen Pavilion and approximately 295,000 square feet, consisting of:
 - (i) a retail area;
 - (ii) a food store;
 - (iii) a cinema; and
 - (iv) Aberdeen Pavilion.

The Retail Component will also contain two separate second floor spaces for office or retail use of approximately 20,500 square feet and 21,500 square feet, respectively.

- (c) The use of Aberdeen Pavilion shall be modified and adapted in a manner to be mutually agreed by City Corp. and OSEG

to include a use or uses appropriate to the character of the Aberdeen Pavilion and to be consistent with the distinctive and unique nature of the Retail Component.

- (d) The Coliseum will be demolished at OSEG's expense.
- (e) The Project Agreement shall be conditional on the City Corp. being satisfied that the Retail Component has or will attract and retain distinctive and unique businesses and occupants.

3.9 Office

The site will contain a Component for office space (the “**Office Component**”) of approximately **158,000** square feet, comprised of a six-storey office complex of approximately **116,000** square feet.

3.10 Hotel

The site will contain a Component for a hotel (the “**Hotel Component**”) containing up to 180 rooms and ancillary uses, which hotel will be approximately **100,000** square feet in size.

3.11 Residential Component

The site will contain a Component for residential use (the “**Residential Component**”). The Residential Component is anticipated to be composed of:

- (a) Approximately 40 townhouse units on Holmwood Avenue, to be developed as condominiums with sales to individual third party purchasers;
- (b) Approximately 48 residential units in a four-storey building to be located above the Retail Component at Holmwood

Avenue and Bank Street, to be developed as condominiums with sales to individual third party purchasers; and

- (c) Approximately 120 residential units in a six-storey building to be located above the Retail Component on Bank Street, to be developed as condominiums with sales to individual third party purchasers.

3.12 Parking

- (a) The site will have total potential parking of 1855 spaces (the “**Parking Component**”) comprised of:
 - (i) Approximately 1595 parking spaces for the Stadium, Retail Component and Office Component;
 - (ii) Approximately 210 for the Residential Component, as required; and
 - (iii) Approximately 50 for the Hotel Component, as required.
- (b) The format of the Parking Component will be:
 - (i) Underground (excluding residential) approximately 1,100;
 - (ii) Underground residential (as required) approximately 210;
 - (iii) Underground hotel (as required) approximately 50;
 - (iv) Surface (permanent) approximately 135; and
 - (v) Surface (temporary) approximately 360.

MEMORANDUM OF UNDERSTANDING

(c) Assuming that the entire Residential Component is completed, the approximate number of parking spaces allocated for the Residential Component will be 210, comprised of:

- (i) Holmwood Townhouses – 40 spaces;
- (ii) Holmwood Condominiums – 50 spaces; and
- (iii) Bank St. Condominiums – 120 spaces.

4. PHASING OF COMPONENTS

4.4 Preconditions

There are certain approvals required for the Project as set out in Article 15 below. Subject to resolution of such conditions, the Project will be preceded with in phases, but certain Components must be proceeded with as a condition for proceeding with the Project.

4.5 Phase I

The Stadium, the Retail Component, the Front Lawn, the Holmwood Townhouses and all parking except residential and hotel component parking must, as a condition of the Project, proceed concurrently.

4.6 Residential Condominium Buildings

Although it is the intention of the parties that the entire Residential Component be completed as part of the Project, if one or both of the residential condominium buildings to be constructed above the Retail Component are not ready to commence construction at approximately the same time as construction will be commenced on the Retail Component, such residential condominium building(s) may be eliminated from the Project or constructed at a later date. As it is

anticipated that OSEG would act as the City Corp.'s agent under the Air Rights Marketing Agreement (as defined in subparagraph 5.2(i)) in respect of the sale of the air rights for such residential condominium buildings, and will use reasonable efforts to secure same, the elimination of one or both of the residential condominium buildings forming part of the Residential Component would be determined by the City Corp. in consultation with OSEG.

4.7 Remaining Components

The remaining Components may proceed at the same time, but it will not be necessary to do so for the Project to proceed.

5. PROJECT AGREEMENT

5.4 Project Agreement

The Project Agreement will be an “umbrella” agreement which contains basic business terms, describes stages for development of the Project, conditions to be fulfilled prior to a “closing” and the obligations of each of the parties prior to closing. It will also contain as schedules, the leases, agreements or additional provisions dealing with the various Components of the Project, the CFL Team and the Ottawa 67's.

5.5 Schedules to Project Agreement

The Project Agreement will contain a number of schedules including the following key schedules:

- (a) In the event that ownership of the Project lands is not transferred by the City to the City Corp., a lease by the City to the City Corp. of all Project lands;

(b) Lease by the City Corp. to OSEG of the Stadium (the “**Stadium Lease**”);

(c) Lease by the City Corp. of the lands for the Retail Component and of the Aberdeen Pavilion (the “**Retail Lease**”);

(d) Management Agreement between the City Corp. and OSEG under which OSEG manages the Front Lawn (including the Horticultural Building) (the “**Front Lawn Management Agreement**”);

(e) With respect to the Office Component:

(i) Lease by the City Corp. to OSEG of the lands for the Office Component (the “**Office Head Lease**”); and

(ii) a basic form of sublease (or the primary terms and conditions upon which such a sublease would be entered into) to be utilized by OSEG in granting a sublease of the Office Component to an office developer (the “**Office Sublease**”);

(f) With respect to the Hotel Component:

(i) Lease by the City Corp. to OSEG of the lands for the Hotel Component (the “**Hotel Head Lease**” and together with the Office Head Lease, the “**Head Leases**”); and

(ii) a basic form of sublease (or the primary terms and conditions upon which such a sublease would be entered into) to be utilized by OSEG in granting a sublease of the Hotel Component to a Hotel developer

MEMORANDUM OF UNDERSTANDING

(the “**Hotel Sublease**” and together with the Hotel Sublease, the **Subleases**”);

- (g) One or more leases by the City Corp. to OSEG in respect of the Parking Component (excluding parking that is part of the Front Lawn), to the extent not otherwise covered in the Stadium Lease, the Retail Lease, the Hotel Head Lease or the Office Head Lease (the “**Parking Lease(s)**”);
- (h) Management Agreement between the City Corp. and OSEG in which OSEG manages parking operations on the Front Lawn for City Corp. (“**Parking Management Agreement**”); and
- (i) Marketing Agreement between the City Corp. and OSEG in which OSEG will act as the City Corp.’s agent in respect of the sale of air rights for the residential condominiums or townhomes forming part of the Residential Component (“**Air Rights Marketing Agreement**”).

6. STADIUM IMPROVEMENTS

6.4 Nature of Improvements

A description of the intended improvements to the Stadium is contained in the FRANK CLAIR STADIUM / OTTAWA CIVIC CENTRE RENOVATION AND ADDITION STUDY prepared by Stadium Consultants International, August 28, 2009.

6.5 City Corp. Cost

- (a) The cost of the Stadium improvements will be borne by the City Corp. A maximum cost for the Stadium improvements to be paid for by the City Corp. shall be established, presently

anticipated to be not more than \$110 million exclusive of internal costs of the City, OSEG and City Corp., for which each party shall be responsible for their own costs (the “**Maximum Cost**”).

- (b) OSEG will be solely responsible for any and all amounts above the Maximum Cost for the Stadium improvements and OSEG shall provide City Corp. with a completion guarantee with respect thereto but OSEG will have no responsibility for costs arising from any pre-existing environmental conditions.
- (c) Only costs incurred following the approval of the Project by Council may be considered as “soft” construction costs included in the Maximum Cost for the Stadium improvements to be paid for by the City Corp.
- (d) However, any reasonable “soft” costs incurred by OSEG or the City prior to Council approval may be included in the determination of a parties’ Equity or Deemed Equity, as applicable, discussed in Articles 10 and 12 below.
- (e) Soft costs proposed to be included by City Corp. and OSEG in accordance with subparagraphs (c) and (d) above shall be subject to inspection by the other party and subject to confirmatory audit.

6.6 Plans and Specifications

- (a) OSEG shall have carriage of the preparation of the plans and specifications for the Stadium improvements, subject to approval by City Corp. of such plans and specifications.

- (b) The architect and engineer for the Stadium improvements shall be such firms as mutually agreed upon between the City Corp. and OSEG.
- (c) The costs for the architect’s and engineer’s fees for the creation of the plans and specifications shall be borne by the City Corp. and included as part of the Maximum Cost.
- (d) To the extent that costs are incurred in respect of or for the benefit of more than one of the Components of the Project, such costs will be apportioned amongst two or more of the Components by the parties in an equitable manner, based upon a pre-determined cost-sharing protocol to be contained in the Project Agreement.

6.7 Construction

- (a) The construction of the Stadium improvements is intended to be by way of a general contract with a maximum upset price, or some other arrangement satisfactory to the City Corp. which assures the City Corp. of a limitation on its expenditures (the “**Construction Contract**”).
- (b) Provisions consistent with the City’s protocols shall be established to ensure a competitive and transparent process for Stadium tendering, pricing, quality, assurance of completion and other similar matters.
- (c) OSEG shall provide day-to-day supervision of the construction of the Stadium improvements on behalf of the City Corp. for which it will receive compensation for its actual and direct on site costs and expenses (such as a project manager), but not in

MEMORANDUM OF UNDERSTANDING

any other respect (such as overhead or profit).

- (d) The City Corp. shall have overall compliance supervision of all elements of the construction of the Stadium improvements.
- (e) In the event that City Corp. elects to cause any work on account of Stadium improvements to be commenced prior to entering into the Construction Contract (the “**Pre-Contract Work**”), the amount payable by City Corp. on account of the Pre-Contract Work shall be agreed to by the OSEG and shall be included in calculating the Maximum Cost.

6.8 Stadium Lease

- (a) The Stadium Lease will be for a term of 30 years commencing after the completion of the Stadium improvements. There will be no base rent payable by OSEG during such term.
- (b) The Stadium Lease will contain a provision permitting City Corp. to elect to provide OSEG with the right to extend the Stadium Lease at the end of its initial 30 year term, at the then prevailing fair market value rent (using a valuation method to be defined in the Project Agreement or the Stadium Lease).
- (c) The Stadium Lease will be a “net net net” lease; that is all costs, expenses, obligations and other responsibilities (other than City Corp.’s costs for the construction of the Stadium Improvements and the financing of those costs) will be that of OSEG as tenant (a “**Net Lease**”).
- (d) OSEG shall be entitled to all revenue from the Stadium during the term of the Stadium Lease, subject to the Closed System

and Waterfall provisions (as defined and discussed below).

- (e) During the term of the Stadium Lease (including any renewal thereof) the Stadium will be occupied, operated and programmed by OSEG.
- (f) OSEG will be responsible for capital and lifecycle repairs and replacements during the term of the Stadium Lease, including in the event that the Net Cash Flow (as defined in section 12.3) is insufficient to fund such repairs (or the Reserve (as defined in section 11.1) therefor).
- (g) While it will not be a condition of the Stadium Lease that either the CFL Team or the Ottawa 67’s be in existence during the entire term thereof, to the extent that the CFL Team and the Ottawa 67’s exist, each shall always be located in the City of Ottawa and Frank Clair Stadium shall be the CFL Team’s sole “home field” location, and the Civic Centre shall be the Ottawa 67’s sole “home ice” location. Notwithstanding the foregoing, in the event that the City constructs a new stadium and/or ice facility, OSEG will have a right of first refusal to move the CFL Team and/or the Ottawa 67’s to such new facility or facilities.

7. RETAIL AND OTHER COMPONENTS

7.4 Retail Lease

- (a) The Retail Lease will be a Net Lease. The term of the Retail Lease will be approximately 50 years (following an initial term for construction of the Retail Component). OSEG also shall have the option to renew the Retail Lease for two consecutive

terms of 10 years each (the “**Retail Option Terms**”).

- (b) During the first 30 years of its term, there will be no base rent payable by the tenant under the Retail Lease. Following the first 30 years of its term and during each renewal term, the base rent payable under the Retail Lease will increase as provided in subparagraphs (c) and (d) of section 12.7.
- (c) The financial implications of the Retail Lease are described below.

7.5 Development of Retail Component

- (a) OSEG will develop the Retail Component.
- (b) However, OSEG may involve a third party as a co-tenant under the Retail Lease to co-develop and hold the Retail Component (the “**Retail Co-tenant**”).
- (c) The Retail Co-tenant would be a party approved by the City Corp. and would be entitled to not more than 50% of the interest in the Retail Lease. The financial implications of the involvement of the Retail Co-tenant are set out below in Article 12.5.

7.6 Front Lawn Component

- (a) The Front Lawn would be operated and programmed by OSEG pursuant to the Front Lawn Management Agreement. Under the Front Lawn Management Agreement, OSEG would be entitled to a reasonable fee in respect of such services. The City Corp. would be entitled to any profits, as well as responsible for any expenses or losses, derived from the

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operation of the Front Lawn.

- (b) The City Corp., as owner of the Front Lawn, would establish a policy and basic principles for the operation of the Front Lawn and have overall control thereof.
- (c) As overall developer of the site, OSEG would provide the initial capital required for underground services, site services and to improve the Front Lawn in the manner described in the Proposal. Notwithstanding the foregoing, the parties acknowledge that the capital cost of the Front Lawn, to a maximum of \$5 million, will be provided 50% by OSEG and 50% by the City. Should the actual development of the Front Lawn be materially different, the City Corp. would be responsible for any additional capital expenditures which may be required as a result. The amount of capital to be provided by OSEG includes all cash-in-lieu of a park dedication from the Retail Component which would be required from OSEG in connection with the Project and shall be directed by the City for the benefit of the Front Lawn.

7.7 Office and Hotel Components

- (a) The City Corp. would grant the Office Head Lease and the Hotel Head Lease to OSEG.
- (b) Each of the Head Leases would be for a term of approximately 70 years (following an initial term for construction). During the first 30 years of its term, there will be no base rent payable by OSEG under a Head Lease. Following the first 30 years of its term the Head Lease would be terminated and the City

Corp. would assume the Subleases.

- (c) The Head Leases would be Net Leases.
- (d) OSEG would grant the Office Sublease and the Hotel Sublease to an office developer and a hotel developer for a term not exceeding 70 years, each as approved by the City Corp., pursuant to the Subleases and otherwise on terms and conditions satisfactory to the City Corp. The revenue from the Subleases would form part of the Closed System
- (e) Each of the Subleases would contain a right to terminate by City Corp. at the end of 50 years, on payment of a fair market value consideration.
- (f) The financial implications of the Office Component and Hotel Component are dealt with below.
- (g) While it is not the primary intention of the parties, OSEG or one of its Members may develop itself, or co-develop with another person, the Office Component or Hotel Component. The Project Agreement shall contain provisions ensuring that a fair market value arrangement is established in the Subleases in such event.

7.8 Residential Component

- (a) As part of the Residential Component, two residential condominium buildings will be built over the Retail Component. Similarly, townhouse condominiums will be constructed over a portion of the Parking Component leased from the City Corp. to OSEG (discussed below).

- (b) Since the residential units will be sold as condominiums, from a marketing perspective, the condominiums must be created on freehold air parcels which, in each case, will be created above the land leased from the City Corp. to OSEG.
- (c) OSEG would not itself develop the residential condominium buildings forming part of the Residential Component. Rather, pursuant to the Air Rights Marketing Agreement, OSEG would source a residential condominium developer on behalf of the City Corp. that would pay for the development air rights of such residential condominium buildings.
- (d) Monies from the sale of residential air rights would be paid to the City Corp. to reduce its capital outlay for the Stadium.
- (e) The Air Rights Marketing Agreement will provide for a reasonable fee to OSEG for its assistance in sourcing and taking carriage of any arrangement to be entered into with the residential condominium developers.
- (f) While not the current intention of the parties, a Member of OSEG may seek to be the developer of a residential condominium building forming part of the Residential Component, in which event, the Project Agreement shall contain provisions to ensure that the fair market value for the residential air rights is obtained for the benefit of the City Corp.
- (g) With respect to the residential condominium buildings being constructed over a portion of the Retail Component:
 - (i) The development air rights would be sold as soon

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as reasonably possible subject to current market conditions; and

(ii) A reciprocal agreement would be required to be entered into between the residential condominium developer and OSEG to deal with shared facilities and costs, easements, etc.

(h) The arrangement entered into with a condominium developer will also contain methods by which the City Corp. ensures control over those elements of the Residential Component that are important to the City Corp., including the design and assurance that a condominium project, once commenced, will be substantially completed.

7.9 Parking Component

(a) Each Parking Lease would be a Net Lease and be approximately the same term as the Retail Lease. The Parking Leases for the Stadium, the Office Component and the Hotel Component shall be for the same term as the lease of the applicable Component (to the extent that parking does not form part of the lease of the applicable Component itself). Notwithstanding that parking may be included in separate Parking Leases or leases for a Component or Components, the parking shall be contained in one structure, with the possible exception of the Hotel Component and the separation of parking for the Residential Component within the basic parking structure.

(b) With respect to the creation of the parking:

(i) OSEG will construct all parking spaces;

(ii) OSEG shall be responsible for the cost of those underground parking spaces attributable to the Retail Component;

(iii) Contributions will be made by the developer of a particular Component (for example, the office, hotel or residential developer) for parking spaces attributable to such Component; and

(iv) The cost of the remaining underground parking spaces would be paid for by the City Corp.

(c) OSEG (or an operator engaged by OSEG) shall operate the parking spaces pursuant to the Parking Management Agreement. Net Cash Flow derived from the operation of the parking spaces will be included to the Closed System and Waterfall provisions (as defined and discussed below).

(d) The City Corp. will establish a set of principles, rules and regulations regarding parking, and the extent to which parking spaces are to be open to the public which shall form the guiding principles pursuant to which OSEG will operate the underground parking spaces.

(e) The nature and term of parking rights to be granted to residential tenants is being considered and will be resolved in the Project Agreement.

8. CFL TEAM AND OTTAWA 67's

8.4 CFL Team

(a) As set out in Article 2 above, the Project Agreement will

contain provisions respecting representations by OSEG respecting its entitlement to a CFL franchise for Ottawa. The Project Agreement will also contain a condition ensuring that the Project is not proceeded with unless the condition respecting the obtaining of the CFL franchise is fulfilled.

(b) The equity required to acquire and establish the CFL Team will be the responsibility of OSEG. The amount paid by OSEG to acquire and establish the CFL Team will constitute Equity contributed by OSEG on account of its Minimum Equity Requirement discussed below.

(c) Net revenue earned or proceeds from the sale of the entire CFL Team would be included within the Closed System and included within the Waterfall (as discussed below).

(d) Subject to any approval required of the Canadian Football League (the "CFL"), the City Corp. would have a right of first refusal if the CFL Team were intended to be sold to a third party (following the 5-year prohibition on any dispositions period referred to below).

8.5 Hockey Club

(a) OSEG shall acquire the ownership of the Ottawa 67's. The amount paid by OSEG to purchase the Ottawa 67's will constitute Equity contributed by OSEG on account of its Minimum Equity Requirement discussed below.

(b) Subject to the provisions of section 15.4, OSEG shall provide information in confidence on the amounts payable for and other obligations respecting the Ottawa 67's and the CFL

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Team, as well as a fairness opinion respecting the purchase price for the Ottawa 67's and the CFL Team (sometimes collectively referred to as the "Teams").

9. INTERRELATIONSHIP OF COMPONENT USES, FINANCIAL ARRANGEMENTS AND LEGAL STRUCTURE

The overall arrangements between the City Corp. and OSEG take into account the necessary interrelationship amongst the uses, the proposed OSEG Business Plan, the financial arrangements and the legal structure to implement all of the foregoing.

9.4 Fundamental Business Concept – the "Closed System"

The fundamental financial concept for the arrangement between City Corp. and OSEG is that there is a "Closed System", the essential elements of which are as described below.

10. EQUITY CONTRIBUTION

10.4 Minimum Equity Requirement

There will be a minimum equity contribution required of OSEG in the amount of \$30,000,000 (the "Minimum Equity Requirement"). The Minimum Equity Requirement of OSEG will jointly and severally guaranteed by the Members of OSEG.

10.5 Nature of Contribution

- (a) The Minimum Equity Requirement will be satisfied by way of cash contributed from time to time by OSEG or a letter of credit (where such letter of credit is required) posted from time to time by OSEG (the "Equity").

- (b) The Minimum Equity Requirement will be based on the Project as a whole, rather than any individual Component, together with the Teams. (The Project together with the Teams is sometimes herein referred to as the "Total Project").

- (c) There will not be an obligation to contribute any specific amount of Equity in the first instance. Rather, the Minimum Equity Requirement will refer to the actual cash (or letter of credit) contributed and the amount of available cash required to be contributed to meet Total Project obligations and commitments for future Total Project requirements, such as negative cash flow, in a given period.

10.6 Return of Equity

If OSEG shall contribute additional equity to the Total Project in excess of the Minimum Equity Requirement (the "Additional Equity"), OSEG shall be entitled to the return of such Additional Equity in accordance with the Waterfall. OSEG will not be entitled to the return of the Minimum Equity Requirement for a period of five years (September 1, 2014). The Minimum Equity Requirement will be reduced on an "amortized" basis over a period of 27 years, commencing upon the third year following the opening of the Stadium.

10.7 Return on Equity

- (a) OSEG will be entitled to a return on Equity actually contributed and outstanding from time to time at the rate of 8% per annum.
- (b) The return on Equity will be based on cash equity only; that

is, where a letter of credit is posted, there will be no return attributable to OSEG on the amount of the letter of credit. However, fees paid by OSEG to the financial institution issuing a Letter of Credit will be included in Equity.

- (c) The return of Equity and the return on Equity discussed above will be payable only in accordance with a set of priority payments described below in the Waterfall.

10.8 Return to the City Corp. on Deemed Equity

- (a) The City Corp. will receive a credit for "deemed equity" calculated as follows:
- (i) the fair market value of the Retail Component lands, based on zoning having been obtained for its uses and on the gross floor area to be contained in the Retail Component;
 - (ii) the present value of the Office Head Lease and the Hotel Head Lease rentals based on fair market value rentals during the initial 30 years of the operating term commencing as at the commencement of the operating term and adjusted at ten year intervals thereafter; and
 - (iii) the costs expended by the City referred to in subparagraph 6.2(d) above
- (collectively, "City Corp.'s Deemed Equity").
- (b) The City Corp. will receive a deemed rate of return on City Corp.'s Deemed Equity at 8% per annum, which will be payable to the City Corp. in accordance with the priority of

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distributions under the Waterfall.

11. RESERVE

11.4 Reserve Established

A reserve will be established for lifecycle replacements and major capital repairs for the Stadium, the Parking Component and Aberdeen Pavilion (the “Reserve”).

11.5 Amount of Reserve

The Reserve will be based upon an agreed upon formula in the first instance. A formula will be agreed upon and a separate reserve established for each of the Stadium and the Aberdeen Pavilion.

11.6 Adjustment

At agreed upon intervals, an audit would be conducted to determine lifecycle replacement and major capital expenditures to be required for the expected life of the building and an adjustment made (to increase or decrease the Reserve) until the next audit. The audit would also provide for a list of deficiencies, if any, to be rectified. Any surplus in the Reserve at the end of the term of a lease will be the property of City Corp. as the landlord.

In addition, each building that is the subject matter of a lease shall be handed back at the end of the relevant term in a good state of repair, taking into account the repair and maintenance standard in the lease and the age of the relevant building.

11.7 Reserve Payment Obligation

The Stadium Lease, the Parking Component Lease(s) and the Retail Lease

(respecting the Aberdeen Pavilion only) shall each contain an obligation on the part of OSEG to make payments on account of the Reserve.

12. WATERFALL OF DISTRIBUTIONS

12.4 Overall Project

This Article deals with distributions of Net Cash Flow to the parties. The distribution of Net Cash Flow will be based upon the Total Project, rather than any individual Component of the Total Project.

12.5 Concept of Waterfall

In determining distribution of available cash, the distribution will be based upon a “waterfall” of priorities; that is, available cash will be distributed in the priority of the various categories of entitlement set out below.

12.6 Net Cash Flow

- (a) In determining distributions to be made, the concept of “Net Cash Flow” would be utilized as shall be agreed upon and included in the Project Agreement.
- (b) A provision would be included to deal with “normalizing” transactions which are at non-arm’s length or which may have the potential to be at non-arm’s length, including:
 - (i) capital expenditures such as the acquisition of Ottawa 67’s; and
 - (ii) transactions of an expense nature, such as payments to employees and officers.

12.7 Waterfall

- (a) Available Net Cash Flow from the Total Project would be distributed in accordance with the following priorities:
 - (i) Payments on account of the Reserve, on a cumulative, but not compounded basis;
 - (ii) A return on Equity contributed and outstanding by OSEG from time to time, at 8% per annum, on a cumulative, but not compounded basis;
 - (iii) Return of Additional Equity to OSEG;
 - (iv) Return of Equity to OSEG:
 - Following the five-year period referred to in section 10.3 above, the Minimum Equity Requirement will be returned to OSEG on the amortized basis referred to in section 10.3;
- (i) A return to the City Corp. on City Corp.’s Deemed Equity (as referred to and adjusted in accordance with section 10.5) at the rate of 8% per annum, on a cumulative but not compounded basis; and
- (ii) The balance of the Net Cash Flow would be distributed to OSEG and the City Corp. in equal shares.

12.8 Partial Dispositions

- (a) “Partial Dispositions” include:
 - (i) Partial dispositions of an interest in the Retail Lease (or a grant of a partial interest of the Retail Lease as

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directed by OSEG and agreed on by City Corp.);

- (ii) Partial disposition of an interest in either of the Teams;
 - (iii) Sale of an interest in OSEG by one Member to another Member or to a third party by a Member; and
 - (iv) Issuance of treasury shares (partnership interest or equivalent ownership interest) of OSEG to third party.
- (b) The Project Agreement will contain detailed provisions respecting the requisite City Corp. approval, financial implications and other relevant matters applicable to each of the Partial Dispositions. The provisions set out below in this Article include certain of the provisions to be included in the Project Agreement.
- (c) The absolute approval of City Corp. shall be required for any of the Partial Dispositions referred to in subparagraph (a)(ii) and with respect to any “change of control” of OSEG (as shall be defined in the Project Agreement).
- (d) To the extent that there is a Partial Disposition, there shall be no reduction in the Minimum Equity Requirement of OSEG.
- (e) To the extent that there is a Partial Disposition of a lease in respect of a Component:
- (i) The financial provisions relating to the third party co-tenant respecting rent payments and related matters will be as agreed on between the parties and included

in the Project Agreement;

- (ii) The monetary gain on a Partial Disposition at or prior to the commencement of the Retail Lease shall be paid to the City Corp. to reduce the amount of equity required by the City Corp. for the Stadium; and
 - (iii) The monetary consideration for the disposition of an interest in the Retail Lease paid following the commencement of the term of the lease shall be included as Revenue to be dealt with in the priorities of the Waterfall of the Closed System.
- (f) Partial Dispositions of the CFL Team or the Ottawa 67's shall form part of the Waterfall of the Closed System.
- (g) Partial Dispositions of an interest in OSEG shall require further discussion and resolution and shall be included, as resolved, in the Project Agreement.
- (h) Provisions shall be included in the Project Agreement respecting arrangements equitable to both OSEG and the City Corp. with respect to consideration received by OSEG of a non-direct monetary nature with respect to Partial Disposition.

12.9 Limits on Mortgaging

- (a) Construction financing for the Retail Component shall be limited to 75% of the hard and soft costs of construction.
- (b) Permanent financing for the Retail Component will be limited to 75% of the fair market value of the completed Retail

Component minus an amount equal to the present value of the deemed fair market value rent for the Retail Lease.

- (c) The deemed fair market value rent shall be expressed as rent under the Retail Lease which shall be waived prior to assignment by a lender to a third party pursuant to a power of sale.
- (d) There shall be no refinancing which increases the principal amount outstanding on account of the mortgage (the “Excess”) following the obtaining of the first permanent financing of the Retail Component, except as approved by City Corp. and then only to the extent that the Excess is utilized for tenant improvements and there is no availability of funds from the Minimum Equity Requirement.
- (e) There shall be no second mortgage financing.

12.10 Provisions Following the 30 Year Period

Following the expiration of the 30 year operating term of the Stadium Lease:

- (a) The Waterfall and the Closed System will be terminated;
- (b) Provisions regarding the Stadium shall be as set out in subparagraph 6.5(b);
- (c) The Retail Lease rental shall be based on:
 - (i) fair market value land rental, determined at agreed upon intervals; and
 - (ii) participation rent equal to 50% of OSEG's share of the

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Net Cash Flow (as shall be defined) from the Retail Component;

- (d) The Retail Lease shall contain a provision entitling City Corp. to terminate the Retail Lease on payment to OSEG of the fair market value of its leasehold interest at such time, expressly excluding the Retail Option Terms (the “**Termination Consideration**”) and the then unpaid balance of OSEG’s return on and of Equity. The Retail Lease would contain provisions respecting discussions to be held between the parties and a determination of Termination Consideration at a reasonable period prior thereto; and
- (e) The Head Leases of the Office Component and the Hotel Component will be terminated, so that there are direct leases between City Corp. and the Office and Hotel subtenants.

13. GOVERNANCE

13.4 Fundamental Decisions

- (a) The Project Agreement will set out certain fundamental decisions respecting the Project to require the approval of the Council of the City (separate from the City’s rights of approval under the *Planning Act* and other legislation). These decisions will involve such matters as the basic concepts to be included on the site.
- (b) Other “major decisions” required in connection with the Project will be made by City Corp.

13.5 Major Mutual Decisions

There would be another level of decisions requiring either mutual agreement between the parties or a proposal by OSEG requiring approval of the City Corp., the details of which shall be included in the Project Agreement. These decisions may often involve aspects of a particular Component. For example, OSEG may source a developer to acquire the Office Component rights (to enter into the Office Sublease with OSEG). However, the particular developer and the nature of the arrangement would require the approval of the City Corp.

13.6 Day to Day Decisions

Day to day decisions both with respect to the overall Project, as well as matters involving each individual Component, would be solely within the discretion of OSEG.

13.7 Governance and Structure

- (a) Once the basic structure is resolved between the parties, the appropriate allocation of the various decisions and types of decisions to be made in the Project governance can be established.
- (b) Examples of an appropriate allocation would be as follows:
 - (i) Allocation of decisions, approvals, consents, etc. prior to closing would be included in the Project Agreement. The Project Agreement might also include various major post-closing decisions as well; and
 - (ii) The existence of a lease by City Corp. provides an

appropriate method of approval by the City Corp. of those matters which the parties determine ought to require the approval of the City Corp. for a particular Component.

- (c) With respect to overall site matters requiring resolution and decisions between the parties, whether before or after closing, a committee made up of representatives of OSEG and representatives of City Corp. could be constituted. Depending upon the nature of the matter, various levels of approval of the committee might be required.
- (d) The ultimate legal structure established to take into account the Total Project and the Closed System and the Waterfall, will also provide a forum for the decisions to be made by OSEG and City Corp.

14. LEGAL STRUCTURE

14.4 Structure of Individual Components

The legal structure for the individual Components (Stadium, Retail, Office, Hotel, Parking and Front Lawn) are set out previously.

14.5 Separate Leases and Consequences

Separate leases for some of the Components are required because of the differing nature of the Components, as well as a requirement by lenders to the Retail, Office and Hotel Components for separate leases in order to ensure that a default under one of such leases will not create a default from the perspective of such lender with respect to the lease which it has mortgaged. However, at the “Project level” (as discussed below) a default by OSEG on one Component would result

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in a “cross default” provision in favour of the City Corp. with respect to OSEG’s interest in the Project and management agreements.

14.6 Interrelationship of Legal Structure and Net Cash Flow from Waterfall

- (a) The Net Cash Flow derived from the Total Project must be viewed as a collective whole in order to provide for the Waterfall distribution.
- (b) However, as indicated above, Net Cash Flow from a particular Component and the rent or deemed rent for that Component is crucial for the mortgagee of an individual Component to establish appropriate basis for underwriting as well as to avoid a “cross default” as a result of a default or other financial issue with respect to another Component. Similarly, the Net Cash Flow for a particular Component will be relevant in the event of a Partial Disposition of a leasehold interest in such Component.
- (c) As a result, it will be necessary to establish an overall legal structure which takes the Total Project as a whole into account, but maintains the separate legal identity of each Component for the purposes described above.
- (d) An overall legal structure to achieve the objectives set out above, as shall be agreed upon between the parties, shall be contained in the Project Agreement.

15. LEGAL REQUIREMENTS AND APPROVAL

15.4 Legal Requirements and Approvals

There are a number of legal requirements and approvals, conditions and related matters required to achieve the Project (collectively, the “Requisite Approvals”). The Requisite Approvals will be included in the Project Agreement. OSEG shall, at its expense, take carriage of the obtaining of the Requisite Approvals.

15.5 Staging of Approvals and Closing Conditions

The Project Agreement shall include a chronological order or staging of the various Requisite Approvals and conditions. It shall also contain a set of conditions required for the initial closing of the transaction with OSEG. These conditions will include the conditions to satisfy proceeding with Phase I of the Project discussed above. The Project Agreement will also contain conditions precedent to proceeding with subsequent phases of the Project.

15.6 Labour Matters

The parties acknowledge that the City has collective bargaining relationships with CUPE 503, CIPP and IATSE and that the Bargaining Agents’ representation rights may be impacted by this Project. OSEG acknowledges that there may be successor rights and as such, shall be solely responsible for all obligations that flow therefrom (e.g. outstanding grievances, arbitrations and settlements). The City acknowledges that it is responsible for the financial cost of arbitrations and settlements that relate to the period prior to the transfer of employment. This responsibility shall not include unfunded liabilities associated with accrued but unpaid benefits of any City

employee whose employment may be transferred to OSEG.

15.7 MFIPPA

Information provided by OSEG to the City and/or City Corp. respecting the Teams (and such other information as shall be confidential and labelled confidential by OSEG) shall be deemed to be confidential and kept confidential by the City and City Corp., subject to the provisions and requirements of the *Municipal Freedom of Information and Protection of Privacy* Act. Information required to be provided respecting the CFL Team shall be subject to confidentiality obligations contained in the agreement between OSEG and the CFL.

15.8 Agreements

Agreements between Members of OSEG and OSEG and any third party respecting Partial Dispositions and arrangements between OSEG and such third parties thereafter, shall require the approval of City Corp.

15.9 Non Binding

This memorandum of understanding is not intended to and does not create any legal rights or obligation on either of the parties. Upon the finalization, execution and delivery of the Project Agreement there shall thereupon be binding rights and obligations of the parties as provided for in the Project Agreement.

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Lansdowne

THE TRANSFORMATION
OF LANSDOWNE PARK

LA TRANSFORMATION
DU PARC LANSDOWNE



COMMUNICATIONS/PUBLIC PARTICIPATION

COMMUNICATIONS/PUBLIC PARTICIPATION

Objectives of the Public Participation Plan

- To provide an opportunity for meaningful input and engage the public and key stakeholders in the transformation of Lansdowne Park;
- To raise awareness of the proposed renewal plans and improved functionality of a redeveloped Lansdowne Park;
- To encourage support of the redevelopment solutions among key stakeholders; and
- To engage fair and balanced media reporting of final decisions on Lansdowne redevelopment.

OVERVIEW

In response to Council's motion on April 22, 2009, City staff and OSEG representatives have been working together to develop solutions to a number of issues, including:

- The renovation of Frank Clair stadium and the Ottawa Civic Centre;
- The removal of asphalt from the site and the conversion of it to green space;
- The investigation of parking and public transit solutions;
- The preservation of the Aberdeen Pavilion and the Horticulture Building; and
- The transformation of the site into a park-like setting to grace the downtown core.

Consistent with the direction provided by Council, a comprehensive Public Participation Plan and Communications Strategy has been developed to support the City staff's report on the Lansdowne renewal. Developed and guided by the City's Communications and Customer Services Branch, the Public Participation Plan will engage Ottawa's residents and various stakeholders in meaningful dialogue that helps shape the redevelopment program.

The public will have an opportunity to provide written submissions via ottawa.ca and to learn about participation opportunities through both

paid and earned media notices. A series of facilitated focus groups with community groups and a series of larger town hall information sessions for the general public and other interested stakeholders have been proposed.

The public consultation process has been broken into three phases; the first of which would take place in September 2009, the second of which would take place between October and December 2009, and the third of which would run from January to March 2010, with the submission of a report on summary findings to Committee and City Council at the end of each phase.

The Public Participation Plan will engage the public and stakeholders in meaningful dialogue that helps shape the final solution.

The Public Participation Plan and Communications Strategy call for a proactive, concurrent media campaign that would include editorial boards, community newspaper articles and scheduled interviews – all to keep the public apprised of the ongoing redevelopment efforts.

SITUATIONAL ANALYSIS

The future of the decaying but valued Lansdowne is at the heart of the Lansdowne Partnership Plan. The intent of the report is to provide effective and affordable solutions within the context of Council's motion that authorized City of Ottawa staff and the OSEG to proceed with negotiations on a partnership agreement.

Lansdowne is a significant City asset and public space that draws many people throughout the year for a variety of events. Given its long history and prime location, it should be one of Ottawa's crown jewels. Unfortunately, the reality is that portions of the site have been underutilized for years

(e.g., extensive surface parking areas), and facilities not maintained to sufficient levels.

City staff and OSEG representatives have been working diligently on creative solutions to redevelop Lansdowne and a comprehensive and open consultation process is critically important to achieving public understanding of the scope and intention of the Lansdowne transformation.

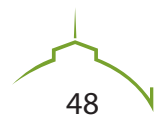
The Public Participation Plan will provide an important opportunity to clarify the City and OSEG's shared objectives for the site, as well focus discussion on the solutions proposed to address Council's motion.

KEY SPOKESPERSONS

Throughout the respective public consultation phases it is recommended that Council identify key spokespersons.

PUBLIC PARTICIPATION PLAN – KEY MESSAGES

- The Public Participation Plan led by the City of Ottawa is a critical component of the redevelopment process.
- The views and opinions of Ottawa residents and key stakeholders will be considered in the final decisions on the renewal and functionality of Lansdowne Park.
- Lansdowne Park is an iconic, historic venue with a tradition of serving the people of eastern Ontario and visitors who come to the nation's capital.
- Lansdowne Park's central location and proximity to the downtown core makes it an ideal location for a Farmers' Market, entertainment and sports facility, boutique retail outlets and green space.
- A redeveloped Lansdowne Park will host eye-catching green space visible from the Rideau Canal and Bank Street, and will conform seamlessly to the beauty and character of the neighbourhood surrounding it.
- The new Lansdowne Park will be an environmentally sustainable public



venue with innovative and open green space.

- The history of Lansdowne Park will be preserved with the retention of the Aberdeen Pavilion and Horticulture Building.
- A redeveloped Lansdowne Park will increase the recreational uses available to the community – hosting pedestrian walkways, bicycle paths and ample park settings.
- The new facilities will be environmentally friendly, achieving a high standard in 'green' development.
- Twenty-first century solutions to meet the need for parking and public transit will be integral parts of the renewal of Lansdowne Park.
- The renewed Lansdowne Park will enhance the Rideau Canal, a UNESCO World Heritage Site.

TARGET GROUPS FOR CONSULTATION

In order to obtain an accurate appraisal of the proposed transformation of Lansdowne Park, key target audiences have been identified and segmented into distinct groups.

The following list includes key stakeholders and target audiences considered critical to the success of the Public Participation Plan. The consultation list includes:

- The general public, including residents of the City of Ottawa
- Interest groups, including:
 - » Local neighbourhood associations
 - » Local community associations
 - » Local amateur sports associations
 - » Local festival organizers
 - » Local Chambers of Commerce and Business Improvement Areas (BIAs)
 - » Local hoteliers association and tourism operations

- » Local environmental associations
- » Central Canada Exhibition Association
- » OCRI
- » Ottawa Historical Society (or similar organizations)
- » Arts associations
- » Ottawa Construction Association, Ottawa Building & Trades Council, plus local builder and developer groups
- Government representatives, including:
 - » Mayor and Members of Council
 - » City staff
 - » National Capital Commission
- Key federal government ministries, including Transport and Infrastructure and Canadian Heritage, plus government agencies, including Parks Canada, and local Members of Parliament
- Key provincial government ministries, including Tourism and Infrastructure and Energy, agencies and local Members of Provincial Parliament
- Local and national media, including:
 - » Ottawa community newspapers (English, French, urban and rural)
 - » Ottawa radio and television outlets (French and English)
 - » Ottawa daily newspapers, including Ottawa Citizen, Ottawa Sun, Metro, 24 and Le Droit
 - » Ottawa Business Journal
 - » Trade publications (related to key stakeholders)
 - » National media, including the National Post, Globe and Mail, and CTV National News

Following each consultation, a report will be prepared that outlines the findings, themes, and comments received from stakeholders.

PHASE 1

The aim of Phase 1 is to engage the public and key stakeholders in the transformation of Lansdowne Park.

PHASE 1 -- PUBLIC CONSULTATION ACTIVITIES

UPDATE OTTAWA.CA

The City website will be updated to provide an interactive experience for users. In addition to providing reports and backgrounders, the site will engage the public through electronic comment sheets and other electronic tools.

Timelines: Beginning September 2, 2009

A comprehensive and open consultation process is critically important to achieving public understanding of the scope and intention of Lansdowne transformation.

LANSDOWNE TOWN HALL INFORMATION SESSIONS

A series of Lansdowne transformation town hall information sessions is proposed for September 2009. The format would be a series of open houses, with the opportunity to ask questions of City staff and the private sector principals. Similar to the Official Plan Review's 'City Café' approach, these sessions would allow for a comprehensive discussion of the proposed redevelopment, and demonstrate transparency and fairness, particularly for all citizens and stakeholders. This would allow for feedback on all aspects of the redevelopment plan. Following these meetings a report will

COMMUNICATIONS/PUBLIC PARTICIPATION

be prepared that captures the comments received on each component of the Partnership Plan.

Timelines: Week of September 21, 2009

MEDIA STRATEGY

The Public Participation Plan will begin with a media event to announce the consultations, if Council agrees to move forward on September 2, 2009. It is recommended that the Mayor and the Chair of the Planning and Environment Committee serve as 'hosts' of public consultation processes and play visible roles throughout this consultation phase. The media announcement would include elected officials, City staff, and OSEG representatives. A news release and related backgrounders would be issued to highlight key themes in the Lansdowne Partnership Plan, and a web link would be updated on www.ottawa.ca.

Timelines: September 2-29, 2009

In addition to the citywide consultation plan the City manager and OSEG representatives will re-engage with the key stakeholders that were contacted during the development phase of the transformation plan and partnerships negotiations. These include:

- The Central Canada Exhibition Association (CCEA);
- The Ottawa Association of Exposition Managers (OAEM);
- Coliseum Incorporated;
- The Glebe Community Association;
- The Glebe Business Improvement Area (BIA);
- The Ottawa Farmer's Market (OFM);
- The Algonquins of Pikwàkanagàn;
- The National Capital Commission (NCC); and,
- Parks Canada.

PHASE 2

Should Council choose to proceed with the Lansdowne Partnership Plan, the objectives of Phase 2 are:

- To further engage the public and stakeholders in the transformation of Lansdowne Park with an emphasis on the front lawn and green space; and,
- To obtain feedback and provide the public with information on the Lansdowne Park transformation implementation timelines and schedules.

PHASE 2 -- PUBLIC CONSULTATION ACTIVITIES

LANSDOWNE TRANSFORMATION WORKSHOPS

A series of briefings followed by facilitated discussions will be conducted with the general public and designated stakeholder groups. For example, arts associations, amateur sports associations, environmental associations, etc. would be extended an invitation to participate in facilitated discussions.

It is recommended that focus groups also be convened for NCC, Parks Canada, and the City's Planning and Environment Committee, Transit Committee, Transportation Committee and other pertinent planning teams involved with the renewal of Lansdowne Park.



The focus of these meetings will be to solicit input on the front lawn/public space. Ideas will be sought for:

- Types of uses
- Infrastructure
- Design
- Landscaping, etc.

Timelines: October 15 - November 15, 2009

MEDIA STRATEGY

Findings from the stakeholder focus groups on the proposed design and use of public space would be announced to the media, emphasizing the opportunity that exists for enhanced pedestrian walkways, cycling trails, infrastructure, design and landscaping. Information will be posted on ottawa.ca.

Timelines: Early December 2009

PHASE 3

The aim of Phase 3 is to finalize the initial consultation processes and to ensure that the public kept informed about the project throughout the duration of the transformation.

PHASE 3 -- PUBLIC CONSULTATION ACTIVITIES

UPDATE OTTAWA.CA

The City website will be updated to provide information on the results of the consultation and the final proposed plan.

Timelines: January – March 2010

MEDIA STRATEGY

The announcement of the final design, directed by the consultation process, will be announced to the media. Renderings will be available as well as City staff, community leaders, architects, developers, etc. in a news conference – a celebration of a solution representing the many sectors who came together to make the Lansdowne transformation finally possible.

Timelines: March 2010

The City website will be updated to provide information on the results of the consultation and the final proposed plan.

ADDITIONAL COMMUNICATIONS ACTIVITIES

A variety of proactive communications vehicles and tools are recommended to support the objectives and credibility of the Public Participation Plan:

MEDIA RELATIONS

The media relations effort will include discussion of story lines with assignment editors, news directors and community affairs directors of dailies, local/regional print and broadcast outlets (TV and radio) and community newspapers. All local news outlets will be targeted in the Ottawa area. National coverage will be pursued through discussion with national media outlets as a means of updating the public on the renewal efforts.

Kathryn Hendrick, GBA, and the Public Affairs Branch of the City's Communications and Customer Services Branch will also work with the Mayor's Office, the Chair of the Planning and Environment Committee, and individual Members of Council to arrange media availabilities through

other local venues such as Rogers Cable, CTV Ottawa, 'A' Channel, CFRA, and CBC.

Timelines: September 2, 2009 and ongoing

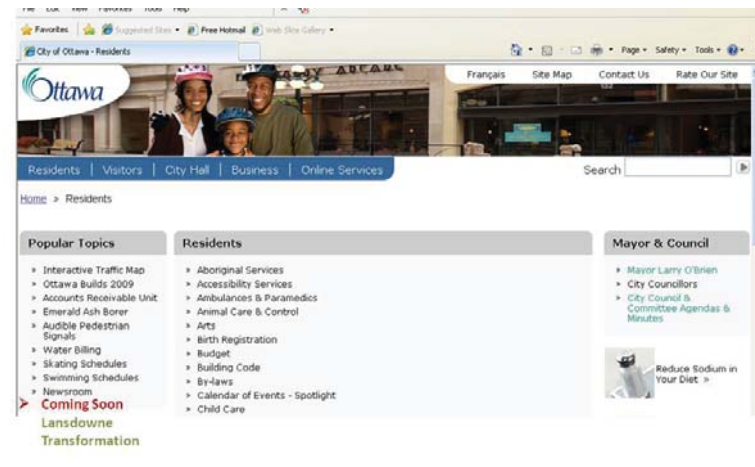
COUNCILLORS' BRIEFINGS

City staff will brief Councillors on the contents of the Partnership Plan and the Public Participation Plan. Councillors' offices will also be provided with an information package, which will include a briefing note on major highlights of the report, FAQs, draft electronic Councillor's column, news release and backgrounders.

Timelines: September 2-18, 2009

NOTICES AND FEEDBACK SOLICITATION

A series of notices will be placed in local and community newspapers and on local radio to announce events related to the Public Participation Plan. Key stakeholders will have the opportunity to submit feedback on the report or any other relevant issues related to the redevelopment program. All submissions and comments will be considered part of the consultation.



EMAIL COMMUNICATIONS TO KEY STAKEHOLDERS

A series of email messages will be sent to all stakeholders in the comprehensive database developed for the Public Participation Plan. The initial email will be sent prior to paid notices appearing in local newspapers. The email will reflect the notice and inform the recipient of opportunities to participate in public consultations. Identified key stakeholders will be targeted for subsequent facilitated focus group discussions with key stakeholders.

Timelines: September 14, 2009 – March 2010

A variety of proactive communications vehicles and tools are recommended to support the objectives and credibility of the Public Participation Plan

MEDIA KIT

Prior to any media event or announcement, a kit will be developed including a news release highlighting the report; relevant backgrounders with information such as economic statistics, facts and figures. These media kits will be distributed to journalists and media outlets and will be available on the City website. Media kits will have fact sheets on details relative to the phase.

ESTABLISH INFORMATION EMAIL AND LETTER MAIL ADDRESSES AND VOICEMAIL NUMBERS

Email, regular mail and 3-1-1 IVR voicemail feedback options will be established at the beginning of consultations. Detailed contact points will be included in paid notices and consultation materials to ensure that the public has numerous accessible options to provide feedback.

COMMUNICATIONS/PUBLIC PARTICIPATION

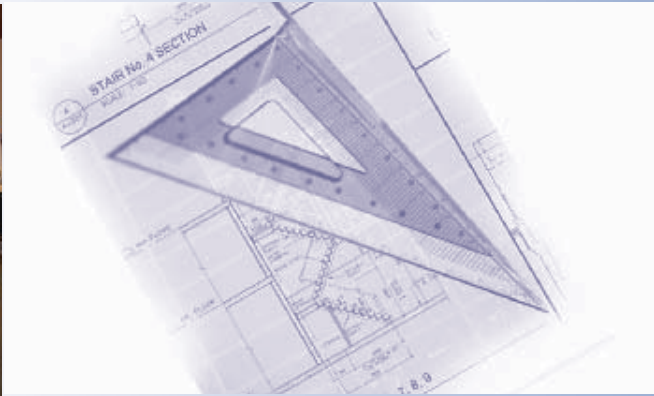
CRITICAL PATH

In order to prepare and manage the Public Participation Plan, the following tentative schedule is proposed. As with any public activity, particularly one as challenging as the transformation of Lansdowne Park, issues can develop and may require changes to the consultation plan. As such, the schedule and frequency presented below is a guideline that will be adjusted during the consultation period.

Consultation Activity	Timing of Activity	Frequency
Paid Notices, Feedback Solicitation	Sept. 15 to Nov. 15, 2009	6 x
Councilors' Staff Briefings	Sept. 2-18, 2009	1 x
Email to Stakeholders	Sept. 14, 2009 to March 2010	Ongoing
Media Announcements	September to March 2010	3 x
Media Kits	September to March 2010	3 x
Update www.ottawa.ca	Sept. 2, 2009 to March 2010	Ongoing
Pro-active Media Relations	Sept. 2, 2009 to March 2010	Ongoing
Editorial Boards	Sept. 14 to December 2009	Ongoing
Email and Voicemail Platforms	Sept. 11-20, 2009	Ongoing
Town Hall Information Sessions	Week of September 21, 2009	3 x
Briefings & Focus Groups	October 15 to November 15, 2009	Multiple sessions & locations
Committee consultations	October 14 or October 28 (schedule TBD)	Determined by the number of Standing Committee meetings
Evaluation of Consultations	November 15, 2009 -- January 2010	Ongoing
Final Public Participation Report	January 2010	1 x

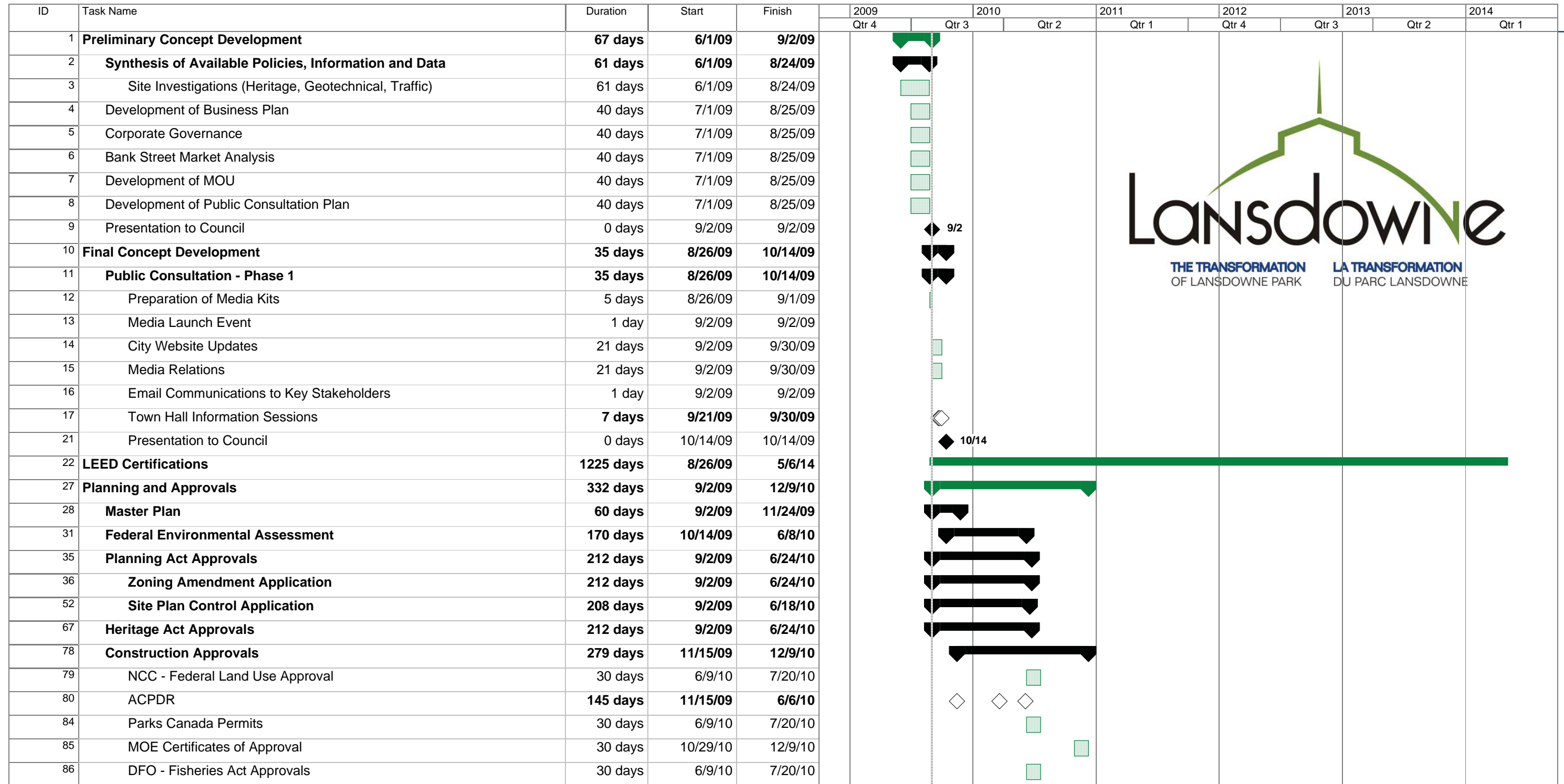
Lansdowne

THE TRANSFORMATION OF LANSDOWNE PARK LA TRANSFORMATION DU PARC LANSDOWNE

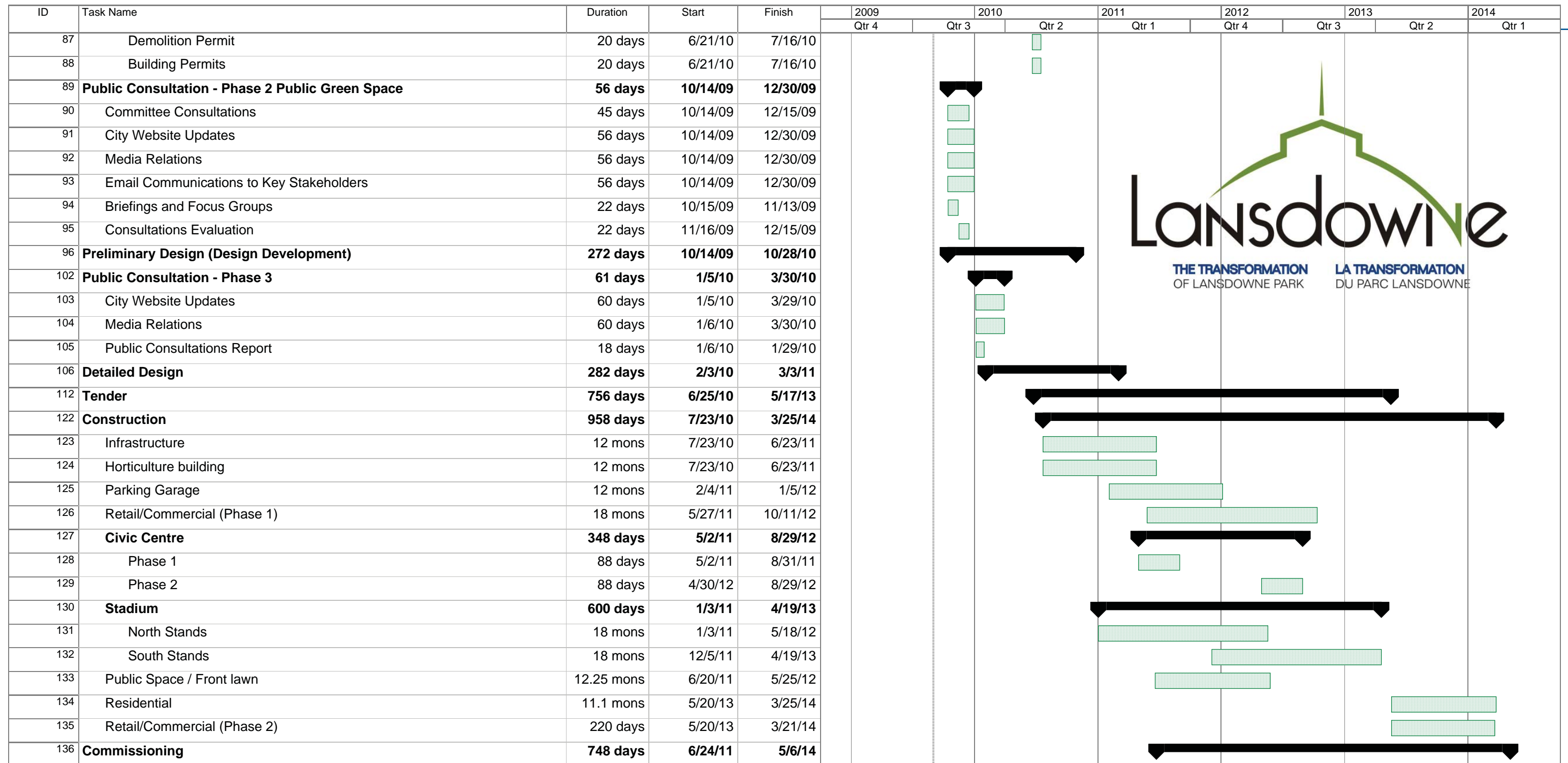


TRANSFORMATION CRITICAL PATH

Lansdowne Transformation Critical Path



Lansdowne Transformation Critical Path



Lansdowne

THE TRANSFORMATION OF LANSDOWNE PARK LA TRANSFORMATION DU PARC LANSDOWNE



CONCLUSIONS & NEXT STEPS

CONCLUSIONS & NEXT STEPS



IT'S TIME FOR THE TRANSFORMATION OF LANSDOWNNE TO BEGIN



CONCLUSIONS & NEXT STEPS



The time has come for a complete and lasting transformation of Lansdowne Park. The public-private sector partnership detailed in this document provides a clear path forward for this transformation, one that is based on solid financial planning, includes the opportunity for meaningful input from residents, community groups and stakeholders, and recognizes the Park's historic and prime location within the city.

A transformed Lansdowne Park will be a unique, green landmark with pedestrian and cycling pathways and recreational and athletic facilities along the Rideau Canal in the heart of the nation's capital. It will be iconic and in time will become a symbol of Ottawa nationally and internationally. The Rideau Canal will be showcased on the site and finally utilized and integrated with a park that will belong to the people of Ottawa.

This innovative transformation will include residents, all levels of government, tenants, businesses and community groups. Key partnerships are underway with Parks Canada and the NCC that would allow for Lansdowne's integration with the Rideau Canal, Queen Elizabeth Driveway and related NCC parkland, creating an extraordinary front lawn for the facility.

This plan also includes unique and complementary commercial and retail development to support the continued operations of the refurbished Frank Clair Stadium and Civic Centre. The site will feature a variety of entertainment, dining and programming opportunities including destination shopping that will not include big box stores but rather one-of-a-kind shops and services.

The redevelopment program is presented in two phases. Phase 1 will include the refurbishment of the stadium and arena, and development of 1100 underground parking spots, the front lawn and 408,000 square feet of retail space. Phase two includes the development of the boutique hotel, residential and office space. The project will be implemented on time and within budget, a provision built into the partnership agreement through risk allocation. In addition, a comprehensive public participation

plan has been developed and ready for implementation to be rolled out in order to compile feedback and advice from the residents of each ward in Ottawa.

A schedule of timelines and a critical path is in place which outlines the myriad of tasks associated with the project effective immediately.

NEXT STEPS

The next steps for the Lansdowne transformation include the following:

- Implement the Public Participation Plan and review feedback;
- Concurrently, continue finalizing the Partnership Agreement;
- Conclude that the solution makes sense for Ottawa;
- Determine means to achieve LEED Silver certifications;
- Determine and seek approvals for the Master Plan, Federal Environmental Assessment, Planning Act Approvals, including Zoning Amendment Application and Site Plan Control Application;
- Seek Heritage Act Approvals; and
- Seek Construction Approvals.

Finally, the partners who developed this proposal wish to express their commitment to the citizens of Ottawa to transform Lansdowne Park and restore pride, heritage and relevance in this pearl along the Rideau Canal.



*Prepared on Behalf of City of Ottawa and
Ottawa Sports and Entertainment Group*

