

November 7, 2014

Your file:

Our file: A-2014-00039

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Dear Mr. [REDACTED]

This refers to your request pursuant to the *Access to Information Act* for the following information:

"I seek a copy of any agreement between Windmill Development Group and this institution regarding the Domtar Lands Redevelopment."

Please find enclosed copies of the document responsive to your request. You will note that certain portions of the document have been exempted pursuant to sections of the *Access to Information Act*.

We have attached the text of the relevant sections of the Act. Please refer to the Department of Justice's website to read the sections in more detail or consult the *Access to Information Act*: <http://laws-lois.justice.gc.ca/eng/acts/>. If you do not have access to the internet, please contact us and we will send you a printed copy of the relevant sections and provide more detailed information regarding the *Access to Information Act*.

This completes the processing of your request. Please be advised that you are entitled to complain to the Information Commissioner concerning the processing of your request within sixty days of the receipt of this notice. In the event you decide to avail yourself of this right, your notice of complaint should be addressed to: 30 Victoria Street, 7th Floor, Gatineau, Quebec, K1A1H3, telephone (613) 995-2410.

Should you have any questions concerning the processing of this request, please contact me at 613-239-5678, extension 5198 or by e-mail at judy.benvie@ncc-ccn.ca. Please refer to the file number indicated above in all communications pertaining to this request.

Yours sincerely,



Judy Benvie
ATIP Coordinator
National Capital Commission

Enclosed: Sections 18(d)vi), 20(1)(b), 21(1)(c) of the *Access to Information Act**12 pgs of records.*

Exemptions the *Access to Information Act*

18(d)vi) A POSSIBLE SALE OR PURCHASE OF PROPERTY OR LAND

vi) a contemplated sale or acquisition of land or property. 1980-81-82-83, c. 111, Sch. I "18".

20(1)(b) FINANCIAL, COMMERCIAL, SCIENTIFIC OR TECHNICAL INFORMATION GIVEN IN CONFIDENCE TO THE GOVERNMENT AND TREATED IN A CONSISTENTLY IN A CONFIDENTIAL MANNER BY THE THIRD PARTY

(b) financial, commercial, scientific or technical information that is confidential information supplied to a government institution by a third party and is treated consistently in a confidential manner by the third party;

21(1)(c) PLANS OR POSITIONS

(c) positions or plans developed for the purpose of negotiations carried on or to be carried on by or on behalf of the Government of Canada and considerations relating thereto, or

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made as of the 7th day of July, 2014.

BETWEEN

NATIONAL CAPITAL COMMISSION
(hereinafter called the "NCC")

OF THE FIRST PART

and

WINDMILL DEVELOPMENT GROUP LTD.
(hereinafter called "Windmill")

OF THE SECOND PART

and

DOMTAR INC.
(hereinafter called "Domtar")

OF THE THIRD PART

WHEREAS Windmill, acting on behalf of Windmill Green Fund LP V (the "Partnership"), entered into an Agreement of Purchase and Sale with Domtar on or about December 4, 2013 (the "APS") for the purchase of certain of Domtar's interests in land located on Chaudières and Albert Islands in the City of Ottawa (the "Islands") and certain of Domtar's interests in land located in the City of Gatineau for the purpose of constructing a mixed-use development to be known as The Isles (the "Project");

s.18(d)vi)
s.20(1)(b)

AND WHEREAS the Partnership is a limited partnership established under the laws of the Province of Ontario for the purpose of taking an assignment of the APS;

AND WHEREAS Domtar currently leases certain lands owned by Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services ("PWGSC") located on the Islands pursuant to two historical leases (the "Historical Leases") and otherwise owns and/or holds interests in various parts of the Islands;

s.18(d)vi
s.20(1)(b)

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NOW THEREFORE, in consideration of the mutual covenants herein contained and such other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 – LAND TRANSACTIONS

1.2 Subject Lands

1.2.1 For the purpose of this MOU, the Domtar Lands and the NCC Lands shall hereafter be called the subject lands (the “Subject Lands”).

s.18(d)vi

s.20(1)(b)

s.18(d)vi

s.20(1)(b)

s.21(1)(c)

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ARTICLE 3 – FEDERAL LAND USE, DESIGN AND TRANSACTION APPROVALS

- 3.1 Windmill acknowledges that portions of the Subject Lands are subject to the *National Capital Act* and will also be subject to the provisions of the Federal Land Use, Design and Transaction Approvals to be issued by the NCC pursuant thereto.
- 3.2 The NCC and Windmill agree that the following principles will serve as a common reference point for the elaboration and review of all conceptual and final development plans over the Subject Lands:
- A. Designed with ecological systems in mind;
 - B. Developed to reconnect the Nation's Capital to a vibrant urban waterfront;
 - C. Foster and enable healthy living;
 - D. Designed to celebrate the past while pointing to the future;
 - E. Designed to celebrate and incubate innovation;
 - F. Designed to create complete communities;
 - G. Designed to connect the Capital Region;
 - H. Designed to create, enhance, and protect incredible views.
- 3.3 The NCC and Windmill acknowledge that the concept and design review will be based on the following process:
- A. Completed Steps:
 - 1. The NCC conducted a views study to inform the parties on opportunities for the treatment of key views of national institutions to and from the Subject Lands;

2. Windmill invited an NCC planning representative to participate in master planning meetings;
3. The NCC identified representatives from the Advisory Committee on Planning, Design and Realty (ACPDR) to participate in a Joint Design Review Panel (JDRP) with representatives of the Cities of Ottawa and Gatineau. The JDRP met three (3) times to review the concept design of the Project;
4. Windmill provided the NCC with the initial concept design for the Project;
5. Windmill filed its zoning amendment applications with the Cities of Ottawa and Gatineau. It also filed its Federal Land Use and Design Application with the NCC

B. Subsequent Steps:

s.18(d)vi)
s.20(1)(b)

1. Windmill will refine the concept design, including reporting to the NCC on how the design principles are reflected in the plan, further to the priorities identified by the NCC with regard to views, access to the shorelines, pathways and connectivity, as outlined in Article 3;
2. The NCC will issue an initial Approval for the elements of the Project on the Subject Lands, as appropriate, based on the updated concept design; and

3.4 The NCC and Windmill agree to meet on a bi-weekly basis or as mutually deemed appropriate in support of the schedule identified in Section 3.3 above. The NCC undertakes to provide timely comments throughout the planning, design, review and approval process.

3.5 Windmill agrees to incorporate the following public benefits into the Project's master plan:

a. a full network of multi-use pathways throughout the Subject Lands that will link to existing and proposed pathways in Ontario and Quebec;

b. public green spaces and public parks on the Subject Lands, as shown on the Concept Plans submitted to the NCC on April 22, 2014 (including, East and West Chaudière Plazas, Falls Overlook, Albert Island Forecourt and Outlook, Laval Street Plaza, River Overlook Pavilion, Union Square, the Overlook Platform and West Eddy Plaza at Parc des Voyageurs, East Eddy Square and Capital View Park);

c. continuous public accessibility to the Ottawa River shorelines, Chaudières Falls (recognizing that the adjoining lands are currently owned by third parties) and all the public green spaces and public park spaces;

d. a design which aims at achieving LEED for Neighbourhood Developments Platinum or equivalent (equivalents including, but not limited to, One Planet Communities, EcoDistrict Target Project);

e. an interpretation program throughout the Subject Lands to showcase the industrial and cultural history and heritage of the site and the Chaudières Falls;

f. the protection and enhancement of the views from the Subject Lands to certain national symbols in accordance with the interests and considerations raised in the View Study commissioned by the NCC;

g. the repurpose of a minimum of three (3) heritage buildings situated within the Subject Lands.

- 3.6 The NCC will work with Windmill and the City of Ottawa to find a servicing solution that meets the requirements of all parties and which does not impede the NCC's development potential for the Lebreton Flats lands or its other properties.

ARTICLE 4 – TERMINATION

4.1 The Parties acknowledge and agree that it is desirable to ensure the steps that need to be taken to allow for the Project to move forward be identified and completed in a timely manner. If any of the milestones set out herein have not been satisfied within the periods set out in this MOU, or if any of the conditions precedent set out in section 1.2.3 have not been met, at the option of any Party, this MOU shall come to an end without cost, claims, penalty or further obligation by delivery of written notice to the other Parties.

4.2 In the event the APS is terminated or the Project is terminated, this MOU shall come to an end.

s.20(1)(b) 4.3

s.21(1)(c)

s.18(d)vi)

s.20(1)(b)

s.21(1)(c)

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1.5 Transfer Agreement

ARTICLE 2 – ABORIGINAL CONSULTATIONS

2.1 The conveyance of real property interests in all or any part of the Subject Lands by the NCC may be considered a Crown conduct that triggers the duty to consult aboriginal groups.

2.2 Any consultations must be conducted with the appropriate Aboriginal groups, including without limitations, the Algonquins of Ontario (referred to as the AOO) and the Algonquin Anishinabeg Nation Tribal Council

2.3 Windmill has already met with the aboriginal groups referred to in section 2.2 to discuss the Project and its impact on the Subject Lands

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ARTICLE 5- PUBLIC ANNOUNCEMENTS

- 5.1 No Party shall make any public announcement nor other disclosure with respect to any matter associated with this MOU unless required by law or court order, or unless otherwise agreed to between the Parties.
- 5.2 With respect to any public announcements about this MOU, the Parties agree to cooperate reasonably and in good faith in order to coordinate each Party's public communications of this MOU, but in no event shall one party make any public announcement of the MOU without giving the other parties at least fifteen (15) business days' written notice of that party's intention to make such a public announcement.
- 5.3 Notwithstanding the above, Windmill and Domtar acknowledge that the NCC is subject to the provisions of the *Access to Information Act* (Canada) and may, as a result of a request under that Act, be required to release the terms of this MOU or any documents, reports, audits or financial information arising out of or in connection with this MOU if such information is not exempt from disclosure under the provisions of that Act. If the NCC receives a request under the *Access to Information Act* pertaining to this MOU, then the NCC shall notify Windmill and Domtar in writing within five (5) business days of the receipt of the request.

ARTICLE 6 - COSTS AND EXPENSES

- 6.1 Windmill agrees that it shall be responsible for all surveying costs.
- s.18(d)vi) 6.2
- 6.3 Each Party shall be responsible for its own legal fees and for the land registration fees and land transfer tax in respect of the lands which it may be acquiring pursuant to this MOU.

ARTICLE 7 - NOTICES

- 7.1 Any notice required to be given under this MOU will be given in writing as follows:

- (a) In the case of the NCC:

Director, Real Estate Transactions and Development
202-40 Elgin Street
Ottawa, Ontario K1P 1C7

Facsimile No: (613) 239-5302

(b) In the case of Windmill:

Jonathan Westeinde
1306 Wellington Street, Suite 201
Ottawa, ON K1Y 3B2

Facsimile No: (613) 820-2460

(c) In the case of Domtar:

Stewart Marcoux, VP Asset Redeployment
395 de Maisonneuve Boulevard West
Montreal, QC H3A 1L6

Facsimile No: (514) 848-6850

- 7.2 All notices will be delivered personally, by regular mail or by facsimile transmission. If delivered in person, notices will be deemed to have been received when delivered. If delivered by regular mail, notices will be deemed to have been received three (3) business days after the date of mailing. If delivered by facsimile transmission, notices will be deemed to have been received upon transmission. Each Party will notify the other in writing in the method described herein in the event of any change in the address for delivery of notice.

ARTICLE 8 - MISCELLANEOUS

8.1 Assignment

- 8.1.1 This MOU may not be assigned or transferred by any party without the written consent of the other parties.

8.2 Entire Agreement

- 8.2.1 This MOU consists of the entire agreement between the Parties regarding the issues described herein and there are no conditions, representations or warranties, either express or implied, other than those set out in this MOU. The MOU will not be amended or modified unless such amendment or modification is in writing and signed by the Parties.

8.3 Invalidity

8.3.1 Each of the provisions contained in this MOU is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof.


8.4 Schedules

8.4.1 Schedules "A" and "B" form an integral part of this MOU.

8.5 Counterparts


8.5.1 This MOU may be executed by the Parties in separate counterparts, each of which will be deemed to constitute an original, all of which together will constitute one and the same agreement.

NATIONAL CAPITAL COMMISSION

Per: 


**Acting for Name: Dr. Mark Kristmanson Pierre Desautels
Title: Chief Executive Officer Executive Director and CFO**

Reviewed / Revu
Legal Services / Services Juridiques

Per: 

**Name: Mark Dehler
Title: General Counsel and Commission Secretary**

WINDMILL DEVELOPMENTS GREEN FUND LPV

Per: 

**Name: Jonathan Westeinde
Title: Chief Executive Officer**

DOMTAR INC.

Per: 

**Name: Razvan L. Theodoru
Title: Vice-President, Corporate Law and Secretary**

Pages 13 to / à 14
are withheld pursuant to sections
sont retenues en vertu des articles

18(d)vi), 20(1)(b)

of the Access to Information Act
de la Loi sur l'accès à l'information