

**Subject: Front-Ending Report – Design and Construction of the Longfields Drive and Kilspindie Ridge Roundabout**

**File Number: ACS2023-PRE-PS-0081**

**Report to Planning and Housing Committee on 5 July 2023**

**and Council 12 July 2023**

**Submitted on June 9, 2023 by Derrick Moodie, Director, Planning Services, Planning, Real Estate and Economic Development**

**Contact Person: Wendy Tse, Coordinator, Front Ending Agreement and Brownfields Program (A)**

**613-580-2424, ext 12585, wendy.tse@ottawa.ca**

**Ward: Barrhaven West (3)**

**Objet : Rapport d'entente préalable – Conception et construction du carrefour giratoire à l'angle de la promenade Longfields et de la côte Kilspindie**

**Dossier : ACS2023-PRE-PS-0081**

**Rapport au Comité de la planification et du logement**

**le 5 juillet 2023**

**et au Conseil le 12 juillet 2023**

**Soumis le 9 juin 2023 par Derrick Moodie, Directeur, Services de la planification, Direction générale de la planification, des biens immobiliers et du développement économique**

**Personne ressource : Wendy Tse, Coordinatrice, Ententes préalables et Programme de friches industrielles (i)**

**613-580-2424, ext 12585, wendy.tse@ottawa.ca**

**Quartier : Barrhaven-Ouest (3)**

## REPORT RECOMMENDATIONS

1. That Planning and Housing Committee recommend Council authorize the City and delegate authority to the General Manager, Planning, Real Estate and Economic Development Department, to enter into a Front-Ending Agreement with Mattamy (Monarch) Limited for the design and construction of the roundabout at Longfields Drive and Kilspindie Ridge to an upset limit of \$4,484,376.46 plus applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 1 and 2 and with the final form and content being to the satisfaction of the City Solicitor; and
2. Authorize the financial disbursement to reimburse the design and construction costs incurred by Mattamy (Monarch) Limited pursuant to the Front-Ending Agreement, to a maximum amount of \$4,484,376.46 plus applicable taxes and indexing for the roundabout at Longfields Drive and Kilspindie Ridge, and in accordance with the reimbursement schedule set out in the Front-Ending Agreement.

## RECOMMANDATIONS DU RAPPORT

1. Que le Comité de la planification et du logement recommande au Conseil d'autoriser la Ville à conclure une entente préalable avec Mattamy (Monarch) Limited, et délègue le pouvoir à cette fin au directeur général de Planification, Immobilier et Développement économique, en vue de procéder à la conception et à la construction du carrefour giratoire à l'angle de la promenade Longfields et de la côte Kilspindie, jusqu'à concurrence de 4 484 376,46 \$, taxes et indexation applicables en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 1 et 2, et dont la forme et le contenu définitifs seront à la satisfaction de l'avocat général; et
2. Autoriser la sortie des fonds nécessaires au remboursement des coûts de conception et de construction engagés par Mattamy (Monarch) Limited dans le cadre de l'exécution de l'entente préalable, jusqu'à concurrence de 4 484 376,46 \$, taxes applicables et indexation en sus, pour la conception et la construction du carrefour giratoire à l'angle de la promenade Longfields et de la côte Kilspindie, et conformément au calendrier de remboursement fixé dans l'entente préalable.

## **BACKGROUND**

The proposed roundabout is to be located at the existing intersection of Longfields Drive and Kilspindie Ridge in the Barrhaven South community of the City of Ottawa. The proposed traffic control measure was reviewed as part of the subdivision application (D07-16-19-0031) and the subdivision agreement has been registered (November 15, 2022, as OC2554255).

Currently, the intersection of Longfields Drive and Kilspindie Ridge is controlled by stop signs on Kilspindie Ridge and Crossgate Street. Several planned and ongoing developments in this area are expected to increase the use of this intersection. This front-ending report is only in relation to a single lane roundabout.

The proposed project is to be funded from the Jockvale Road (Cambrian Road – Prince of Wales) – 909201, Project Number 1.10144, Development Charge Item 1.1.18. The proposed upset limit of \$4,484,376.46 plus applicable taxes has been reviewed and supported by staff and is within the upset limit outlined in the background study.

## **DISCUSSION**

The Longfields Drive and Kilspindie Ridge/Crossgate Street intersection is currently controlled by stop signs on Kilspindie Ridge and Crossgate Street. In 2019, Mattamy (Monarch) submitted a subdivision application (D07-16-19-0031) for the lands on the west side of this intersection (lands formerly addressed as 2701 Longfields Drive). Through the review of the application, the Transportation Impact Analysis examined the feasibility of a roundabout or signalization at this intersection. As Longfields Drive is an arterial road and this intersection work has been identified in the Development Charges Background Study and By-law, the works are eligible for reimbursement. The registered subdivision agreement recognized that Mattamy (Monarch) Limited submitted the subject Front Ending application (D07-20-21-0005) in order to enter into a front-ending agreement with the City to allow for the design and construction of a roundabout at Longfields Drive and Kilspindie Ridge. The developer is to enter into a road modification agreement within nine months of the registration of the subdivision agreement. The cost has been identified as \$4,484,376.46 plus applicable taxes and indexing.

The Longfields Drive and Kilspindie Ridge roundabout is an important intersection control measure to support the proposed Mattamy (Monarch) Limited subdivision application as well as the existing and future development in this area. The roundabout will allow for safe and efficient vehicle movement at this intersection and along Longfields Drive. Along Longfields Drive, there are existing roundabouts at either end of Golfinks Drive and the additional roundabout at Kilspindie Ridge will provide a greater capacity for traffic control than a signal, allowing Longfields Drive to remain a two-lane

roadway. The work is anticipated to start in 2023 and be completed in 2024. The front-ended work is only in relation to a single lane roundabout with a possible upgrade in future to a double lane should traffic volumes warrant.

Upon completion of the proposed works and fulfillment of the front-ending agreement conditions, the full repayment of the cost of the works, subject to approval, is to occur in 2031. The applicant is responsible for any operating cost relating to the roundabout prior to 2031.

### **RURAL IMPLICATIONS**

There are no rural implications associated with the proposed Front-Ending Agreement

### **COMMENTS BY THE WARD COUNCILLOR(S)**

The Councillor is aware of the need for a controlled intersection at this location and is looking forward to better road safety alongside a much safer pedestrian crossing solution than what is current. Many residents have contacted the Councillors office and this roundabout will be welcomed in the community.

### **LEGAL IMPLICATIONS**

There are no legal impediments to implementing the recommendations of this report

### **RISK MANAGEMENT IMPLICATIONS**

There are no risk implications associated with this front-ending project.

### **ASSET MANAGEMENT IMPLICATIONS**

The recommendations documented in this report are consistent with the City's Comprehensive Asset Management (CAM) Program objectives. The implementation of the Comprehensive Asset Management program enables the City to effectively manage existing and new infrastructure to maximize benefits, reduce risk, and provide safe and reliable levels of service to community users. This is done in a socially, culturally, environmentally, and economically conscious manner.

The roundabout at Longfields Drive/Kilspindie Ridge and Crossgate Street to be installed through this Front Ending Agreement will support growth in the adjacent development area and on a timeline that supports development. This infrastructure supports a level of service expectation and what needs to be done to achieve those levels.

## FINANCIAL IMPLICATIONS

All front-ending agreements are subject to the front-ending principles noted in Document 1 and the Council approved front-ending policy noted in Document 2.

The front-ending report and subsequent agreement are in accordance with the 2019 Development Charges By-law, the 2019 Development Charges Background Study and the Development Charges Amended Background Study: Transit and Roads Related Services.

Upset limits and cost breakdowns are below. Repayments are subject to fulfilment of the Front-Ending Agreement conditions and will be based on the actual values of the costs incurred, to the upset limits. Should the actual costs exceed the upset limit, the additional costs shall be borne by the developer and the City shall not be obligated to compensate for additional costs.

Pending Council approval for the City to enter into the Front-Ending Agreement, capital accounts will be established with budget authorities of the upset limits, 100 per cent funded by development charges.

Cost Breakdown of One lane roundabout at Longfields Drive and Kilspindie Ridge/Crossgate Street:

Development Charges Background Study project Jockvale Road (Cambrian Road – Prince of Wales) – 909201, Project Number 1.10144, <b>Development Charge Item 1.1.18</b>	<b>Cost Breakdown</b>
A. Construction	<b>\$3,203,126.04</b>
B. 15% Engineering	\$480,468.91
C. 10% Project Management	\$320,312.60
D. 15% Contingency	\$480,468.91
<b>Sub-Total</b>	<b>\$4,484,376.46</b>
E. City Sunk HST (1.76% of Sub-Total)	\$78,925.03
<b>Total</b>	<b>\$4,563,301.49</b>

Pending Council approval for the City to enter into the Front-Ending Agreement, a capital account will be established with budget authority of **\$4,563,301.49**, 100 percent funded by development charges.

Upon completion of work and fulfillment of Front-Ending Agreement conditions, repayment will occur in 2031.

The annual operating cost for the roundabout shall be borne by the applicant prior to 2031. The estimated annual operating cost is \$8000.

### **ACCESSIBILITY IMPACTS**

There are no accessibility implications associated with this report.

### **SUPPORTING DOCUMENTATION**

Document 1 Front-Ending Agreement Principles

Document 2 Council Approved Front-Ending Policy

Document 3 Location Map

### **DISPOSITION**

Legal Services to prepare the final form of the agreements in consultation with the Planning, Real Estate and Economic Development Department. The Treasurer to earmark funds for repayment as noted in this report.

**Document 1 – Front-Ending Agreement Principles**

1. Mattamy (Monarch) Limited is required to post 100 per cent securities for the full cost of a single lane roundabout at Longfields Drive and Kilspindie Ridge, estimated at **\$4,484,376.46** including engineering cost plus applicable taxes.
2. The cost of the single lane roundabout at Longfields Drive and Kilspindie Ridge to be funded, including all associated works, is estimated at **\$4,484,376.46** including engineering cost plus applicable taxes. All costs incurred shall be justified and include supporting invoices and payment certificates.
3. The City will reimburse Mattamy (Monarch) Limited after the works have been granted approval by the City. Reimbursement will take place in 2031 once work is completed and accepted by the City, provided the applicant satisfies all requirements in accordance with the Council approved Front-Ending Policies in Document 2.
4. The repayment of construction costs for the single lane roundabout at Longfields Drive and Kilspindie Ridge shall be pursuant to Council-approved Front-Ending Agreement Policy as referenced under Document 2.

## **Document 2–June 25, 2009 Council-Approved Front-Ending Policy**

Front-Ending Agreements are requested by developers who wish to have specific growth-related capital works in place in advance of the City's capital project plans for emplacement of these same works: developers agree to finance the works at the "front-end" and recover their costs from the City at a later date. The following conditions must be met in order for the City to enter into a Front-Ending Agreement:

1. All Front-Ending Agreements with the City will be for growth-related capital works that have been included in a development charge study.
2. The contract for front-ended works shall be awarded by the front-ender in accordance with the City's Purchasing Policy of a competitive procurement process and subject to the review and satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Where the front-ender does not award the work in accordance with the City's purchasing policy, they must demonstrate that competitive pricing has been obtained, through independent analysis of their engineer, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The contract for the work must be made available to the City to provide to the public.
3. Stormwater ponds and related sewer works that are 100 per cent development charge funded in the recommended by-laws will be paid back to the developer based on revenues as they are collected from the designated area. This means that at no time are the repayments to exceed the revenues received. Each Front-Ending Agreement will define the geographic area involved and a separate and specific deferred revenue account may be set up to keep track of the revenues collected and payments made. Crediting will also be allowed for the Front-Ending Agreements related to storm water ponds. Indexing shall apply to the outstanding balance in accordance with the rate of indexation pursuant to the Development Charge By-laws.
4. For all other capital projects, a lump sum payment, both the development charge portion and the City portion, will be made to the developer in the year the project is identified in the City's 10-year capital plan at the time the Front-Ending Agreement is approved. Should growth occur earlier than forecasted, then repayment would be accelerated to reflect the revised timing the City would have budgeted for the project. If growth occurs more slowly than forecasted, then the City will have an additional one to three years (one to three years from the year the project was identified in the 10-year plan) to make repayments. Only in this

latter case will the City's portion of the payment be indexed beginning with the year the project was identified in the 10-year plan.

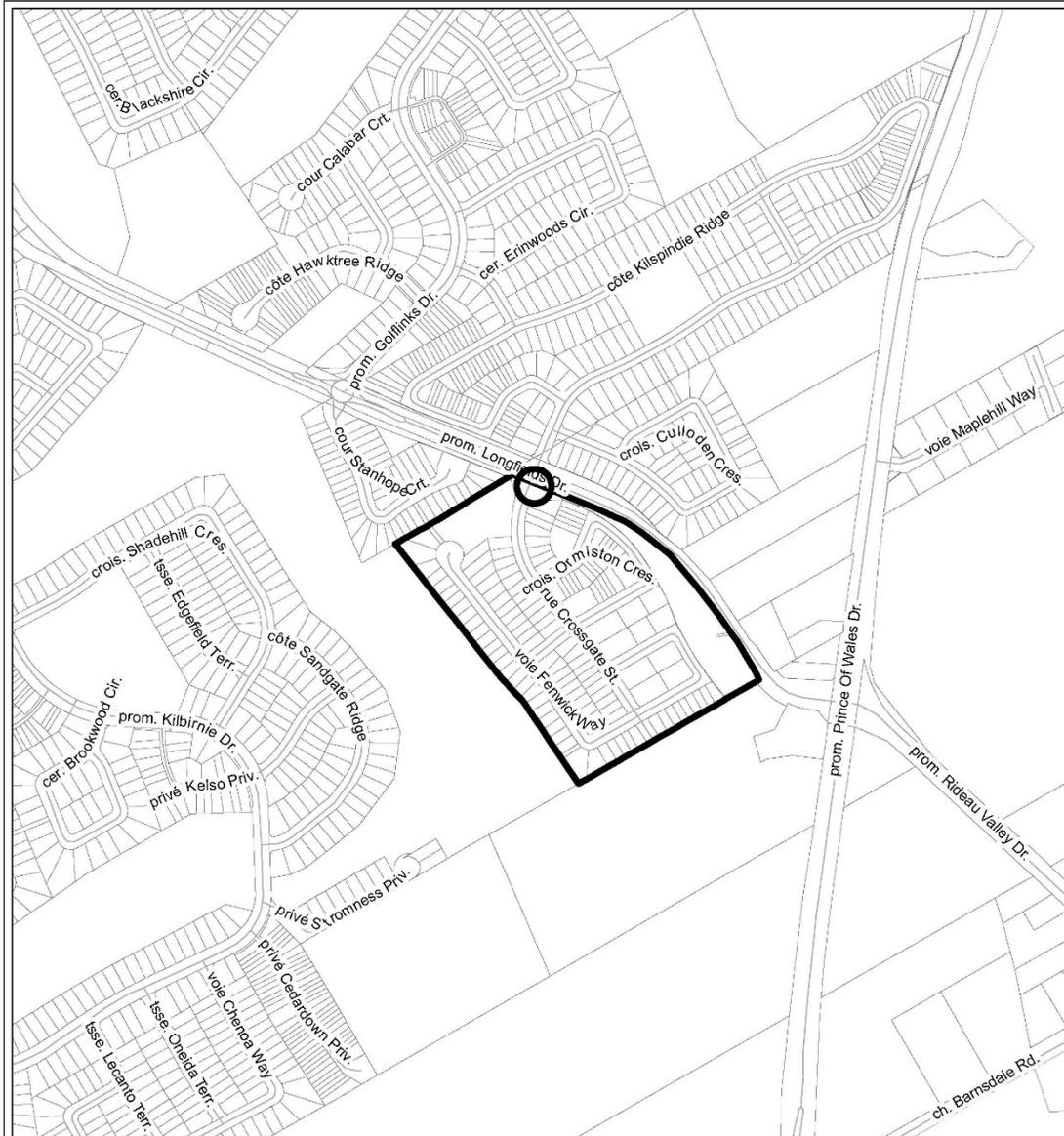
5. Given that the City will be assuming operating costs earlier than anticipated through the Front-Ending Agreement process; the City is not to pay any carrying costs to the developer.
6. All development charges payable by developers must be paid up front in accordance with the City's by-law. With the exception of the stormwater ponds and related sewer works, there will not be any crediting allowed as a result of entering into a Front-Ending Agreement. On December 8, 2004, City Council approved, "That staff be directed to work with the industry to develop the details of a credit policy to be incorporated into the Front-Ending Policy".
7. In the case where multiple Front-Ending Agreements are in force in the same area-specific Development Charge By-law, and the City has approved the front-ended works for development charge reimbursements, the front-enders will share in the distribution of development charge revenues on a pro-rata basis with other storm water drainage projects. The pro-rated works shall be based on the balance of the outstanding amount owing on the date the repayment is due. Existing front-enders will be advised of new Front-Ending Agreements for stormwater works within the same benefiting area and area-specific Development Charge By-law.
8. The capital project upset limits for engineering, project management, and contingency shall be the established rates set in accordance with the City's Development Charge By-laws and accompanying background studies, as amended.
9. Land remuneration shall be subject to an appraisal by a professional land appraiser and the appraisal shall be conducted in accordance with the terms of reference as established in the City's Development Charge By-laws and accompanying background studies, as amended. The upset limit for land remuneration shall be the lesser of the appraised value and the upset limit in accordance with the City's Development Charge By-laws and accompanying background studies.
10. Indexing shall apply to the total project costs if the front-ended works have been delayed over a period of time; the front-ender provides justification for the delay, and with the written concurrence of the City.

11. Where a front-ender is eligible for development charge reimbursement, documentation is required to support the reimbursement in accordance with the City's Purchasing Policy. The Front-Ending Agreement shall identify at which stage the documentation shall be required. The following documentation shall be forwarded to the City before payment is issued:
  - An invoice summarizing the front-ended works, and separate cost items, if applicable, for land, construction costs, engineering fees, project management fees, contingency fees, and applicable taxes.
  - Payment Certificates, including the final certificate, signed by the developer's civil engineer.
  - All invoices supporting re-payment for the front-ended works.
  - Statutory Declaration.
  - Certificate of Substantial Performance.
  - Workplace Safety and Insurance Board Clearance Certificate (WSIB).
  - Certificate of Publication.
12. A report to Council is required to authorize staff to enter into a Front-Ending Agreement. The recommendation will include the financial commitment of the City, specify the funding source(s), the project timeline and where necessary, request that a specific deferred revenue account be established. The financial comment in the report will specify the timelines for the repayment, an operating budget impact and an estimate of the year in which the operating budget impact will begin. It should also indicate the year in which the project was originally identified in the City's 10-year capital plan. A capital project will be established upon Council approval to enter into a Front-Ending Agreement. The status of these projects will be provided to Council on a yearly basis.
13. No capital project identified outside of the Council approved 10-year long range capital plan, shown in the Development Charge Background Study is eligible to be front-ended unless another item(s) of comparable value, funding allocation, and timing is delayed. A capital project identified with a post-period deduction applied to the gross cost will only have the development charge portion reimbursed if front-ended over the term of the by-law. Indexing would not be applicable to the repayment of the post-period component of the project cost. If growth occurs more slowly than forecasted, then the City Treasurer will have the

authority to add an additional three years, without interest, to the repayment of the post-period component of the front-ended project from development charges.

**Document 3 – Location Map**

For an interactive Zoning map of Ottawa visit [geoOttawa](http://geoOttawa)



		LOCATION MAP / PLAN DE LOCALISATION FRONT ENDING AGREEMENT / ACCORD DE FINANCEMENT INITIAL	
D07-20-21-0005	23-0525-X		<b>Properties on / propriétés sur le Plan 4M-1708,                  Part of the former 2701 Longfields Drive/ partie de l'ancien                  2701 promenade Longfields</b>
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<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers                  All rights reserved. May not be produced without permission                  THIS IS NOT A PLAN OF SURVEY</small>			
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REVISION / RÉVISION - 2023 / 06 / 02			<b>Roundabout at intersection of Longfields Drive and                  Kilspindie Ridge/Crossgate Street/Le carrefour                  giratoire à l'angle du promenade Longfields et                  côte Kilspindie/rue Crossgate</b>