

**Subject: Front-Ending Report - Stormwater Management Pond 1 in Gloucester  
Urban Centre**

**File Number: ACS2023-PRE-PS-0117**

**Report to Planning and Housing Committee on 20 September 2023**

**and Council on 27 September 2023**

**Submitted on September 8, 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)**

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**Ward: Orléans South-Navan (19)**

**Objet: Rapport Préliminaire – Bassin de rétention des eaux pluviales 1 dans  
le Centre urbain de Gloucester**

**Dossier : ACS2023-PRE-PS-0117**

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

**le 20 septembre 2023**

**et au Conseil le 27 septembre 2023**

**Soumis le 8 septembre 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  
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**Quartier : Orléans-Sud-Navan (19)**

## **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(s) with Glenview Homes (Innes) Ltd., to:
  - a. enable the design and construction of Pond 1 Modification – North of the Hydro Corridor to an upset limit of \$2,456,761 plus applicable taxes and indexing, and
  - b. enable the design and construction of Pond 1-North Cell Expansion to an upset limit of \$3,439,465.40 plus applicable taxes and indexing

both in accordance with the Front-Ending Agreement framework and Policy set forth in Documents 2 and 4 respectively with the final form and content being to the satisfaction of the City Solicitor and General Managers of Planning, Real Estate and Economic Development and Infrastructure and Water Services Departments; and

2. That Planning and Housing Committee recommend Council required that the Front-Ending Agreement with Glenview Homes (Innes) Ltd., described in Recommendation 1 include conditions similar to those set forth in Document 3 with the final form and content being to the satisfaction of the City Solicitor and General Managers of Planning, Real Estate and Economic Development and Infrastructure and Water Services Departments;
3. That Planning and Housing Committee recommend Council authorize the financial disbursement to reimburse the design and construction of the Stormwater Management Pond 1 Modification and Expansion to a maximum amount of \$5,896,226.40 plus applicable taxes and indexing, 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 de donner à la Ville l'autorisation de conclure un accord initial avec Glenview Homes (Innes) Ltd., et délègue le pouvoir à cette fin au directeur général de Planification, Immobilier et Développement économique, en vue de:

- a. **permettre de concevoir et de réaliser la modification du bassin 1 – au nord du couloir de transport de l'électricité, jusqu'à concurrence de 2 456 761 \$, taxes et indexation applicables en sus, et**
- b. **permettre la conception et la construction du bassin 1 – agrandissement de la cellule nord, jusqu'à concurrence de 3 439 465,40 \$, taxes et indexation applicables en sus**

**conformément à la structure-cadre de l'accord initial et à la politique figurant respectivement dans les documents 2 et 4, et dont la forme et le contenu définitifs sont à la satisfaction de l'avocat général et des directeurs généraux de la Direction générale de la planification, de l'immobilier et du développement économique et de la Direction générale des services d'infrastructure et d'eau;**

- 2. **Que le Comité de la planification et du logement recommande au Conseil d'exiger que l'accord initial conclu avec Glenview Homes (Innes) Ltd. et décrit à la recommandation 1 comprenne des conditions similaires à celles décrites dans le document 3, conditions dont la forme et le contenu définitifs sont à la satisfaction de l'avocat général et des directeurs généraux de la Direction générale de la planification, de l'immobilier et du développement économique et de la Direction générale des services d'infrastructure et d'eau; et**
- 3. **Que le Comité de la planification et du logement recommande au Conseil d'autoriser le décaissement de fonds pour rembourser les frais de conception et de réalisation de la modification et de l'agrandissement du bassin de rétention des eaux pluviales 1, jusqu'à concurrence de 5 896 226,40 \$, taxes et indexation applicables en sus, conformément au calendrier de remboursement fixé dans l'accord initial.**

## **BACKGROUND**

The East Urban Community (EUC) is in the southwest portion of the Orléans Community and generally bounded by Mer Bleue Road to the east, the former Canadian Pacific Railway corridor bordering the Mer Bleue Bog to the south, Pagé Road and the NCC Greenbelt to the west and Innes Road to the north. The Community Design Plan (CDP) for the Phase 2 Area of the EUC was approved by Council in 2013. The EUC Phase 3 Area CDP was approved November 2020 and subsequently the Phase 3 Secondary Plan was included in the new Official Plan approved in 2022. Together, the recommended location of Pond 1 modifications and its expansion are generally north of the Hydro corridor, east of Nature Trail Crescent and south of Mercier Crescent (Document 1). The location was supported by the Master Servicing Study (MSS) for the

East Urban Community Phase 3 Area Community Design Plan (prepared by DSEL, dated June 2020). The existing pond was constructed by Richcraft and is fully operational. They entered into a Front-Ending Agreement with DC repayments in accordance with their agreement.

Glenview will be undertaking the design and construction of the modification and expansion of Pond 1 as indicated in Document 1. The existing pond is on City lands and a License of Occupation will be required for the work on those portions. The expansion area land is currently owned by Innes Road Development Corporation and Richcraft. These lands and the lands for the sediment areas will be required to be shown on registered plans prior to the City entering into the Front-Ending Agreement.

## **DISCUSSION**

In order to allow the construction of the modification and expansion of Pond 1 to commence as soon as possible, Council approval is sought for the City to enter into a Front-Ending Agreement (FEA) based on the current Area Specific Development Charge (ASDC) rates for Area E-3 with Glenview Homes (Innes) Ltd. Upon execution of the FEA and City issuance of the required Commence Work Notification, a number of proposed subdivisions in this area by Glenview, Lepine, Richcraft and Caivan will be permitted to proceed to draft plan approval.

### **Pond 1 Modification**

Based on the conclusions from the updated Master Servicing Report and conditions of draft plan approval, in order to continue with the development of the land within the catchment area of Storm Water Management Pond No. 1, the existing pond is required to be modified. The modification, including the conveyance channel will be in accordance with the design approved by the City, Ministry of Environment and Rideau Valley Conservation Authority.

The City currently owns the land where the modification will take place. An agreement on the land value will be required. Glenview will be granted a license to enter the City lands and the cost of the license will be based on the appraised market value per acre of the land. Glenview is prepared to front-end the design and construction of the Pond 1 Modification and would be paid back based on the principles set out in Document 2, subject to conditions as set out in Document 3 and pursuant to the Council-approved Front-Ending Policy in Document 4.

## **Pond 1 Expansion**

The Pond Expansion is required to support the future development as indicated on the EUC CDP Phase 3 plan and generally consists of the construction of three new forebays.

Richcraft and Innes Road Development Corp. currently own the land where the pond will be expanded and plans must be registered showing the land(s) prior to entering into the Front-Ending Agreement. Glenview will be responsible for obtaining the rights to access the lands from these owners and complete the expansion works. Following completion of the expansion works pursuant to the FEA, these lands are to be transferred to the City. Glenview will be responsible for negotiating the transfer from Richcraft and Innes Road Development Corp. to the City, at no cost to the City. Glenview is prepared to front-end the design and construction of the Pond 1 Expansion and would be paid back based on the principles set out in Document 2, subject to conditions as set out in Document 3 and pursuant to the Council-approved Front-Ending Policy in Document 4.

Under the proposed Front-Ending Agreement, Glenview would design and construct both the pond modification and expansion in accordance with City and other regulatory standards. The construction of the pond would be subject to inspection by the City and Glenview Homes will be required to ensure that any deficiencies are remedied.

A number of conditions are to be included in the FEA in order to ensure the pond is constructed in accordance with City standards. This includes conditions to provide adequate protection during construction in terms of sediment, erosion control monitoring and sampling. Conditions similar to those set forth in Document 3 are to be included in the FEA.

Typically, the City of Ottawa assumes a SWM facility after 80 per cent of a total drainage area build-out, however in the case of EUC Pond 1 (SWF-1928) the Stormwater Operations Unit will assume the north cell expansion works following completion.

Following completion of construction, Glenview would be reimbursed quarterly on a pro-rata basis from the stormwater Development Charges (DCs) imposed by the by-law collected from the benefiting area E-3 based on the actual value to a total upset limit of \$5,896,226.40 plus applicable taxes and indexing. The amount outstanding to Glenview Homes would be indexed at the same rate as the stormwater DC payable under the by-law.

The amount available in the current background study is anticipated to be less than the total cost of construction and land. However, staff is currently working to update the Area Specific Development Charge for Area E-3 and it is anticipated that the additional costs, including reimbursement for land costs, will be included in an update. If approved by Council, once a new by-law is in place, a subsequent FEA will be required with Glenview Homes so that they are reimbursed for the increased amounts.

### **RURAL IMPLICATIONS**

There are no rural implications associated with the report recommendations.

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

The Councillor is aware of the application related to this report.

### **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 report.

### **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.

Entering into a third party infrastructure agreement, in this case, between the City and Glenview Homes, for the design and construction of Stormwater Management Pond 1 Modification and Expansion supports a level of service expectation and what needs to be completed to achieve those levels.

### **FINANCIAL IMPLICATIONS**

All front-ending agreements are subject to the front-ending principles noted in Document 2 and the Council approved front-ending policy noted in Document 4. The works are identified within the DC Background Study as Special Area E-3 in the By-law.

The upset limit 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 limit. 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.

### **Stormwater Pond 1 Modifications-North of Hydro Corridor**

<b>Development Charge Item E3-2B</b>	<b>Cost Breakdown</b>
A. Construction	\$1,754,829.30
B. 15% Engineering	\$263,224.40
C. 10% Project Management	\$175,482.90
D. 15% Contingency	\$263,224.40
<b>Sub-Total</b>	<b>\$2,456,761.00</b>
E. City Sunk HST (1.76% of Sub-Total)	\$43,239.00
<b>Total</b>	<b>\$2,500,000.00</b>

### **Stormwater Pond 1-North Cell Expansion**

<b>Development Charge Item E3-8</b>	<b>Cost Breakdown</b>
A. Construction	\$2,456,761.00
B. 15% Engineering	\$368,514.15
C. 10% Project Management	\$245,676.10
D. 15% Contingency	\$368,514.15
<b>Sub-Total</b>	<b>\$3,439,465.40</b>
E. City Sunk HST (1.76% of Sub-Total)	\$60,534.60
<b>Total</b>	<b>\$3,500,000.00</b>

Pending Council approval for the City to enter into the Front-Ending Agreement, a capital account will be established with budget authority of \$2,456,761.00 plus

applicable taxes for the Pond 1 Modification and \$3,439,465.40 plus applicable taxes for the Pond 1 Expansion.

Following completion of construction, Glenview Homes would be reimbursed quarterly on a pro-rata basis from the stormwater DCs imposed by the by-law collected from the benefiting area E-3 based on the actual value, to a total upset limit of \$5,896,226.40 plus applicable taxes and indexing. The amount outstanding to Glenview Homes would be indexed at the same rate as the stormwater DC payable under the by-law.

The annual operating impact to the City for the pond is estimated to be in the range of \$10,000 to \$20,000 per year, beginning in the year 2024, the estimated date that the City will take over operation of the pond. These funds would be drawn from the operating budgets of Stormwater Services as well as Wastewater Collections.

### **ACCESSIBILITY IMPACTS**

All infrastructure will be designed in accordance with the relevant legislation and regulations.

### **SUPPORTING DOCUMENTATION**

Document 1 Location Map

Document 2 Front-Ending Agreement Principles

Document 3 Front-Ending Agreement Conditions

Document 4 Council approved Front-Ending Policy

### **CONCLUSION**

Staff recommend Council delegate authority to the General Manager, Planning, Real Estate and Economic Development, to enter into a Front-Ending Agreement for the EUC Pond 1 Modification and Expansion with Glenview Homes (Innes) Ltd. to a total upset limit of \$5,896,226.40 (plus applicable taxes) apportioned as described in the report.

### **DISPOSITION**



Legal Services to prepare the final form of the agreements in consultation with the Planning, Real Estate and Economic Development and Water Services Departments.





The Treasurer to earmark funds for repayment as noted in this report.



Document 1 – Location Map



		<b>LOCATION MAP / PLAN DE LOCALISATION EUC POND 1</b>	
D07-20-22-0001	23-0730-L		
I:\CO\2023\Location\EUC_Pond_1			
<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 / 08 / 10			

-  Proposed Modification Area / secteur de modification proposé
-  Proposed Expansion Area / secteur d'expansion proposé
-  Existing Sediment Area / Secteur de sédiments existant
-  Proposed Sediment Area / Secteur de sédiments propose

**Document 2 – Front-Ending Agreement Principles**

1. Glenview Homes (Innes) Ltd. is required to post 100 per cent securities for the full cost of the EUC Pond 1 modification and expansion, estimated at \$5,896,226.40 including engineering, project management and contingency, cost plus applicable taxes.
2. The cost of the EUC Pond 1 modification and expansion, is estimated at \$5,896,226.40 including engineering, project management and contingency, plus applicable taxes. All costs incurred shall be justified and include supporting invoices and payment certificates.
3. Following completion of construction, the City will reimburse Glenview Homes (Innes) Ltd. Reimbursement will take place on a quarterly basis once work is completed, provided the applicant satisfies all requirements in accordance with the Council approved Front-Ending Policies in Document 4.
4. The repayment of construction costs for the EUC Pond 1 modification and expansion shall be pursuant to Council-approved Front-Ending Agreement Policy as referenced under Document 4.

### Document 3 Front-Ending Agreement Conditions

Conditions similar to those set forth in this document are to be included in the Front-Ending Agreement:

1. The Owner acknowledges and agrees that prior to the registration of the Front-Ending Agreement, the landscaping plan shall be completed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.
2. The Owner acknowledges and agrees that prior to the registration of the Front-Ending Agreement, all required lands currently owned by Richcraft and Innes Road Development Corp. shall be shown on registered plans, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.
3. The Owner acknowledges and agrees that construction will not proceed and no water can be pumped until the RVCA and City have approved the dewatering plan and the erosion and sediment control plan to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department and General Manager of Infrastructure and Water Services. The Plans shall be signed by a Professional Engineer and include a multi-barrier approach for safely managing pumped water and stormwater during construction as well as during rain events, including controlling sediment during these activities/events. In addition to the multi-barrier measures, a turbidity curtain shall also be installed within the existing wet cell as per OPSD 219.260. The Contractor shall inspect and maintain all erosion and sediment control measures weekly until final completion.
4. The Owner acknowledges and agrees to monitor the discharge from the EUC Pond 1 SWM facility to the receiver (Mud Creek) and if any issues arise, pumping works will be suspended to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department and General Manager of Infrastructure and Water Services.
5. The Owner acknowledges and agrees that during construction of the north cell expansion, the contractor shall monitor effluent water quality for Turbidity and Total Suspended Solids (TSS).
  - a. The effluent limits for Turbidity is 150 NTUs and TSS is 30mg/L
  - b. Turbidity measurements shall be taken from the expansion construction area discharge point into the existing wet cell of the SWM Facility as well as at the outlet of the SWM facility on a daily basis (within the first 2 hours of construction activity) using a portable turbidity meter.
  - c. TSS measurements shall be taken from the expansion construction area discharge point into the existing wet cell of the SWM Facility as well as at the outlet of the SWM Facility on a weekly basis (within the first 2 hours of construction activity). A minimum of one grab sample shall be taken and analyzed in a reputable laboratory using the analytical procedure for Total Suspended Solids described in Page

- 7 - NUMBER 0489-9KPPEJ “Standard Methods for the Examination of Water and Waste Water, 21st edition”, as amended from time to time.
- d. If Turbidity and/or TSS measurements exceed the effluent limits prescribed above the Contractor shall immediately cease all construction activities and inspect all erosion and sedimentation control measures and correct any deficiencies. The Contractor shall ensure all deficiencies are corrected prior to resuming construction activities and/or implement additional measures to ensure the effluent limits are met.
  - e. The Owner shall advise the City of any effluent exceedances and resulting corrective measures.
  - f. Effluent monitoring results prescribed above shall be recorded and provided to the City on a monthly basis, or upon request.
6. The Owner acknowledges and agrees to abide by all permissions and conditions set forth in the Rideau Valley Conservation Letter of Permission-Amended, dated February 22, 2023, File: RV8-3722.
  7. The Owner acknowledges and agrees to provide shop drawings for all structures and appurtenances for City review and approval prior to installation. City staff require seven (7) calendar days for each shop drawing review submission.
  8. The Owner acknowledges and agrees to comply with all environmental regulations during construction of the north cell expansion including, but not limited to:
    - a. Species at Risk Act
    - b. Environmental Protection Act
    - c. Water Resources Act
    - d. Endangered Species Act
    - e. Fish and Wildlife Conservation Act
    - f. Fisheries Act
    - g. Migratory Bird Convention Act
  9. The Owner acknowledges and agrees to develop and implement a spill prevention, control and countermeasures plan, consisting of contingency plans and procedures for dealing with equipment breakdowns, potential spills and any other abnormal situations, including notification to the City and the MECP District Manager and Spills Action Centre. The Owner shall be responsible for all measures to mitigate and clean-up a spill.
  10. The Owner acknowledges and agrees to comply with all conditions of the Hydro One Networks Inc Construction Agreement dated July 11, 2023. All sediment and other excavation material dewatered and stored within the Hydro Corridor shall be removed prior to the issuance of Final Completion.
  11. The Owner acknowledges and agrees to the following conditions regarding Excess Soils:
    - a. The Owner (Glenview Homes (Innes) Ltd.) shall comply with Ontario Regulation 406/19: On-site and Excess Soil Management, which includes

requirements for soil characterization, excess soil destination report, registration and tracking).

- b. The Owner shall track and document all Excess Soil movements by maintaining written or digital haul records in accordance with Section 18 of O.Reg. 406/19. City staff shall be provided with access to the haul records to allow for review throughout the duration of the project. Where digital records are not used, the Contractor shall maintain and provide hard copy haul records to the Contract Administrator on a weekly basis, and these shall be received no later than Wednesday of the following week. The Contractor, including the hauler of Excess Soil shall retain all documents and records associated with the Project for a period of two years after substantial performance of the Contract, and provide these documents and records to the City Project Manager as part of the Submittals requirements for issuance of Final Completion, or as requested at any time during this retention period.
12. The Owner acknowledges and agrees that all plantings (trees, shrubs, grasses, vegetated rip rap, etc) shall be installed and maintained as per the conditions in the approved Landscaping Plans. The warranty and associated maintenance period shall be 2 years upon completion.
  13. The Owner acknowledges and agrees that the maintenance of the seeded areas during the 2-year warranty period shall include the following:
    - a. Grass cutting of a 1m mow strip on each side of asphalt pathways/service roads on a monthly basis during the growing season.
    - b. Grass cutting of grass reinforced service roads on a monthly basis during the growing season.
    - c. Grass cutting of a 3m mow strip along rear-yard properties fences on a monthly basis during the growing season.
  14. The Owner acknowledges and agrees to maintain the stormwater management northern cell expansion works until Final Acceptance in accordance with the operation and maintenance requirements to be developed by the Design Consultants to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. For instance, ensuring grills are clear of debris, addressing erosion issues, etc).

The maintenance and warranty period of the civil works shall be 2-years and will coincide with the 2-year maintenance and warranty period of the landscaping works.

The 2 year maintenance and warranty period shall commence upon completion of all the landscaping and civil works as per the approved design plans. The Civil Engineer and Landscape Architect shall provide confirmation that all works are constructed as per the approved plans in order to confirm initiating the 2-year maintenance and warranty period.

15. The Owner acknowledges and agrees that as per the requirements of the Facility's existing Operation and Maintenance Manual, the normal water level (NWL) shall be lowered by City staff in the entire SWM facility at the central outlet structure to the design winter operating level of 79.50m. This activity will occur on October 01. Similarly, the normal water level shall be raised by City staff in the entire SWM facility at the central outlet structure to 80.10m on April 01. The Owner shall ensure that the construction staging, dewatering and sediment and erosion control plans account for these winter / spring operating levels.
16. The Owner acknowledges and agrees to the removal of accumulated sediment in North Cell Expansion Forebays during Development:
  - a. There are three (3) forebays included in the North Cell Expansion (Forebays A, B and C) of the EUC-1 SWM Facility and Developers that own lands tributary to each of the 3 forebays are required to remove accumulated sediment attributed to development.
  - b. Glenview is tributary to Forebay B (a figure to be included in FEA) and acknowledges and agrees to remove accumulated sediment from Forebay B following 80 per cent build-out of the drainage area, including a post cleanout as-built survey.
  - c. Glenview shall conduct the cleaning and CCTV inspection of the STM sewers from the pond Inlet B to the property limit of the SWM Facility property block.
  - d. Glenview acknowledges and agrees to provide a letter of credit in an amount to the satisfaction of the General Manager, Planning, Real Estate and Economic Development for this work and will form part of this Front Ending Agreement.
  - e. Accumulated sediment removed from the facility shall be disposed of off-site in accordance with Excess Soils regulations (406/19).
  - f. The Owner further acknowledges and agrees to advise all other parties to the any Cost Sharing Agreement(s) concerning Pond 1 that letters of credit for the cleanout of Forebays A and C will be required by the City at the time of the registration of their individual subdivision agreements. This includes the cleaning and CCTV inspection of the STM sewers from the pond Inlets to the property limit of the SWM Facility property block.
17. The Owner acknowledges and agrees that the following items are required to be submitted to the City for review and approval prior to issuance of final completion of the North Cell Expansion works:
  - a. On completion of all stormwater Works, including the maintenance and warranty period, the Owner shall provide certification from a Professional Engineer to the General Manager, Planning, Real Estate and Economic Development that all measures have been implemented in conformity with the approved stormwater site management plan, including:
    - i. As-built grading plans including in-water and above water expansion works certified by the Design Engineer to be in conformance with the design.
    - ii. As-built servicing plans certified by the Design Engineer to be in conformance with the design.

- b. On completion of all landscaping works for the stormwater management facility, including the maintenance and warranty period, the Owner shall provide certification from the Landscape Architect to the General Manager, Planning, Real Estate and Economic Development that all measures have been implemented in conformity with the approved landscaping plan, including:
    - iii. As-built landscaping plans certified by the Landscape Architect to be in conformance with the landscaping design.
  - c. Update the existing SWM Facility Operation and Maintenance Manual to incorporate the North Cell Expansion works, including as-built drawings, SWM design brief, shop drawings, construction photos, etc.)
  - d. Cleaning and CCTV inspection of the STM sewers from the pond Inlet B to the property limit of the SWM Facility property block.
  - e. Removal of all construction debris, to the satisfaction of General Manager of Infrastructure and Water Services.
18. The Owner agrees and acknowledges that prior to commencing construction of the stormwater management facility, the Owner shall follow the recommendations in the Vibration Monitoring and Control Plan (VMCP), Proposed Stormwater Management Pond Expansion, prepared by Paterson Group, May 2023. Vibration levels shall not exceed those determined by the City and Province to cause damage to adjacent buildings and structures. The Owner agrees to maintain vibration monitoring records during construction, which shall be made available to the General Manager, Planning, Real Estate and Economic Development upon request. The Owner agrees and acknowledges that the City shall be indemnified from any damage claims resulting from construction activities. The Owner also agrees to inform the residents and Councillor prior to construction that there may be vibrations felt, as normal construction activities occur, and monitoring is required to ensure that vibrations remain within acceptable City's standards.

## **Document 4 – 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.