

1. **Front Ending Report – Design and Construction, Gloucester Urban Community Interim Pond 2, Sanitary Sewer and Oversizing of Storm Sewer**
Rapport d’entente préalable – Conception et construction, bassin provisoire 2 de la collectivité urbaine de Gloucester, l’égout sanitaire et surdimensionnement de l’égout pluvial

Committee recommendation(s) as amended

That Council:

1. **Authorize the City and delegate authority to the General Manager, Planning, Development and Building Services Department, to enter into a Front-Ending Agreement with Ashcroft Homes Eastboro Inc., which provide for the repayment of the design and construction associated with the Gloucester Urban Community Interim Pond 2, related sanitary sewer and oversizing of the storm sewer to a total upset limit of \$30,213,280 (inclusive of construction, applicable land, contingency, engineering and project management amounts) plus applicable taxes in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 2 (as amended by Motion PHC 2024-31-01) and 3 and with the final form and content being to the satisfaction of the City Solicitor, distributed as follows:**
 - a. **Upset limit for construction and land costs for Interim Pond 2 of \$15,283,166 plus applicable taxes**
 - b. **Upset limit for Sanitary Sewer of \$6,820,712 plus applicable taxes and**
 - c. **Upset limit for Storm Sewer Oversizing of \$8,109,402 plus applicable taxes.**
2. **Authorize the financial disbursement to reimburse the design and construction costs incurred by the above pursuant to the execution of the Front-Ending Agreement to an upset limit of \$30,213,280 (inclusive of**

construction, applicable land, contingency, engineering and project management amounts) plus applicable taxes and in accordance with the reimbursement schedule set out in said agreement.

- 3. Authorize the financial disbursement to reimburse for the sanitary sewer based on the following scenarios:**
 - a. If Navan Road is reopened within six months and the storm sewer is in-service with all deficiencies having been addressed within six months of the commencement of work, the City will pay four per cent interest per annum from the date of the adoption of a development charge by-law that incorporates the sanitary sewer at the above cost \$6,820,712 to March 31, 2027**
 - b. If Navan Road is not opened within six months or the storm sewer is not in- service within six months of the commencement of work, no interest is payable and the payment in respect of the sanitary sewer shall be \$6,820,712 on March 31, 2027.**
- 4. Approval in principle for a payment of \$1,853,290 per hectare (\$750,000 per acre), plus applicable taxes, of land for the Ultimate Stormwater Pond 2.**
- 5. Delegate authority to the General Manager, Planning Development and Building Services to approve the temporary closure of Navan Road to facilitate the construction of the works associated with this report.**
- 6. Suspend the notice required under Subsections 29(3) and 34(1) of the Procedure By-law to consider this report at the July 10, 2024, Council meeting in order for the recommendations to be considered in a timely manner.**

Recommandation(s) du comité, telles que modifiées

Que le Conseil municipal :

- 1. Autorise la Ville à conclure une entente préalable avec Ashcroft Homes Eastboro Inc. – et déléguer le pouvoir à cette fin à la directrice générale de la Direction générale des services de la planification, de l'aménagement et du bâtiment –, entente qui prévoit le remboursement de la conception et de la construction du bassin provisoire 2 de la collectivité urbaine de Gloucester, de l'égout sanitaire et du surdimensionnement de l'égout pluvial, jusqu'à concurrence de 30 621 567 \$ (un montant comprenant la construction, l'acquisition des terrains, le fonds de prévoyance, l'ingénierie et la gestion de projet), taxes applicables en sus, conformément aux principes et à la politique des ententes préalables énoncés dans les documents 2 (dans sa version modifiée par la motion n° PHC 2024-31-01) et 3, et dont la forme et le contenu définitifs seront à la satisfaction de l'avocat général. Le remboursement sera ainsi réparti :**
 - a. Montant maximal pour la construction et l'acquisition des terrains pour le bassin provisoire 2 : 15 691 453 \$, taxes applicables en sus;**
 - b. Montant maximal pour l'égout sanitaire : 6 820 712 \$, taxes applicables en sus;**
 - c. Montant maximal pour le surdimensionnement de l'égout pluvial : 8 109 402 \$, taxes applicables en sus.**
- 2. Autorise le décaissement nécessaire au remboursement des coûts de conception et de construction engagés par Ashcroft Homes Eastboro Inc. dans le cadre de l'exécution de l'entente préalable, jusqu'à concurrence de 30 213 280 \$ (un montant comprenant la construction, l'acquisition des terrains, le fonds de prévoyance, l'ingénierie et la gestion de projet), taxes applicables en sus et**

conformément au calendrier de remboursement fixé dans l'entente préalable.

- 3. Autorise le décaissement nécessaire au remboursement de l'égout sanitaire, en fonction de ce qui suit :**
 - a. Si le chemin Navan est rouvert dans les six mois, que l'égout pluvial est en service et que tous les problèmes ont été réglés dans les six mois qui suivent l'émission d'un avis de lancement des travaux, la Ville paiera un intérêt annuel de quatre pour cent dès la date de l'adoption d'un règlement municipal sur les redevances d'aménagement qui comprend l'égout sanitaire (au coût de 7 707 405 \$), et ce, jusqu'au 31 mars 2027.**
 - b. Si le chemin Navan n'est pas rouvert dans les six mois ou si l'égout pluvial n'est pas en service six mois après le lancement des travaux, aucun intérêt ne sera exigible et le paiement relatif à l'égout sanitaire, d'un montant de 6 820 712 \$, sera effectué le 31 mars 2027.**
- 4. Approuve en principe le versement de 1 853 290 \$ par hectare (750 000 \$ par acre), taxes applicables en sus, de terrain nécessaire à la construction du bassin 2 de rétention des eaux pluviales dans sa version définitive.**
- 5. Délègue le pouvoir au directrice générale de la Direction générale des services de la planification, de l'aménagement et du bâtiment d'approuver la fermeture temporaire de Navan Road pour faciliter la construction des travaux associés à ce rapport.**
- 6. Suspend l'obligation d'avis prévue aux paragraphes 29(3) et 34(1) du Règlement de procédure afin d'examiner ce rapport lors de sa réunion prévue le 10 juillet 2024 afin que les recommandations puissent être examinées en temps opportun.**

Documentation/Documentation

1. Report from Director, Planning Services, Planning, Development and Building Services, dated July 8, 2024
(ACS2024-PDB-PS-0085)

Rapport du Directeur, Services de la planification, Direction générale des services de la planification, de l'aménagement et du bâtiment, daté le 21 juin 2024
(ACS2024-PDB-PS-0085)

2. Extract of draft Minutes, Planning and Housing Committee, July 9, 2024

Extrait de l'ébauche du procès-verbal du Comité de la planification et du logement, le 9 juillet 2024

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Committee
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Comité de la planification et du logement
Le 9 juillet 2024

Front Ending Report – Design and Construction, Gloucester Urban
Community Interim Pond 2, Sanitary Sewer and Oversizing of Storm
Sewer

File No. ACS2024-PDB-PS-0085 - Orléans South-Navan (19)

Derrick Moodie, Director, Planning Services, Planning, Development and Building Services (PDBS) provided an overview of the report and answered questions from the Committee. Tim Marc, Senior Legal Counsel-Planning, Development & Real Estate was also present and responded to questions.

The Committee heard from the following delegation:

- Mathieu Surprenant

Following discussion and questions of staff, the Committee carried the report recommendations as presented.

That Planning and Housing Committee recommend Council:

- 1. Authorize the City and delegate authority to the General Manager, Planning, Development and Building Services Department, to enter into a Front-Ending Agreement with Ashcroft Homes Eastboro Inc., which provide for the repayment of the design and construction associated with the Gloucester Urban Community Interim Pond 2, related sanitary sewer and oversizing of the storm sewer to a total upset limit of \$30,213,280 (inclusive of construction, applicable land, contingency, engineering and project management amounts) plus applicable taxes in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 2 and**

3 and with the final form and content being to the satisfaction of the City Solicitor, distributed as follows:

- a. Upset limit for construction and land costs for Interim Pond 2 of \$15,283,166 plus applicable taxes**
 - b. Upset limit for Sanitary Sewer of \$6,820,712 plus applicable taxes and**
 - c. Upset limit for Storm Sewer Oversizing of \$8,109,402 plus applicable taxes.**
- 2. Authorize the financial disbursement to reimburse the design and construction costs incurred by the above pursuant to the execution of the Front-Ending Agreement to an upset limit of \$30,213,280 (inclusive of construction, applicable land, contingency, engineering and project management amounts) plus applicable taxes and in accordance with the reimbursement schedule set out in said agreement.**
- 3. Authorize the financial disbursement to reimburse for the sanitary sewer based on the following scenarios:**
 - a. If Navan Road is reopened within six months and the storm sewer is in-service with all deficiencies having been addressed within six months of the commencement of work, the City will pay four per cent interest per annum from the date of the adoption of a development charge by-law that incorporates the sanitary sewer at the above cost \$6,820,712 to March 31, 2027**
 - b. If Navan Road is not opened within six months or the storm sewer is not in- service within six months of the commencement of work, no interest is payable and the payment in respect of the sanitary sewer shall be \$6,820,712 on March 31, 2027.**

4. **Approval in principle for a payment of \$1,853,290 per hectare (\$750,000 per acre), plus applicable taxes, of land for the Ultimate Stormwater Pond 2.**
5. **Delegate authority to the General Manager, Planning Development and Building Services to approve the temporary closure of Navan Road to facilitate the construction of the works associated with this report.**
6. **Suspend the notice required under Subsections 29(3) and 34(1) of the Procedure By-law to consider this report at the July 10, 2024, Council meeting in order for the recommendations to be considered in a timely manner.**

Carried as amended

Councillor C. Kitts dissented on items 5 and 6.

Motion No. PHC 2024-31-01

Moved by A. Troster

WHEREAS the Front Ending Report -Design and Construction, Gloucester Urban Community, Interim Pond 2, Sanitary Sewer and Oversizing of Storm Sewer (ACS2024-PDB-PS-0085) will be considered by Planning and Housing Committee on July 9, 2024 and

WHEREAS the report requires an Executive Summary and a correction in Document 2;

THEREFORE BE IT RESOLVED that the following Executive Summary form part of the report;

Approval is being sought to enter into a Front Ending Agreement with Ashcroft Eastboro Inc. (Ashboro) for the design and construction of the East Urban Community Pond 2, a sanitary sewer, and the oversizing of a storm sewer within the Navan Road right of way.

These works are in accordance with East Urban Community Phase 2 Community Design Plan, Infrastructure Servicing Study Update (ISSU) and the Environmental Management Plan that was issued in 2013.

If approved, staff would be authorized to enter into a front ending agreement and disburse funds, in accordance with standard front ending principals, to an upset limit of \$30,213,280 inclusive of construction, applicable land, contingency, engineering, project management amounts, plus applicable taxes.

This upset limit amount would be broken out as follows:

- \$15,283,166 plus applicable taxes for the Interim Pond 2.
- \$6,820,712 plus applicable taxes for the sanitary sewer
- \$8,109,402 plus applicable taxes for oversizing of the storm sewer.

The report would also allow for an interest payment of four percent, from the date that an updated Development Charge Bylaw is adopted which would reflect the updated cost for the sanitary sewer, until the planned payback of March 31, 2027, provided the works result in the closure of Navan Rd for 6 months or less. If the closure takes more than 6 months, the interest would be forfeited.

Finally, the report would establish a value, in principal, for the land value of additional land required for the ultimate pond at \$1,853,290 per hectare and authorize staff to approve the required road closures associated with the works described in the report.

THEREFORE BE IT FURTHER RESOLVED that in Document 2-Front-Ending Agreement Principles, first bullet in 3.c., the words, ‘issuance of a commence work order by the City’ be deleted and replaced with ‘commencement of work’.

Carried