

**3. FRONT-ENDING AGREEMENT FOR REGATTA PARK IN HALF MOON BAY, AMPERSAND PARKETTE IN AMPERSAND SOUTH NEPEAN TOWN CENTRE, ENTRY PARK MAHOGANY AND SPRING POND PARK MAHOGANY**

**ACCORDS DE FINANCEMENT INITIAL DU PARC REGATTA DANS HALF MOON BAY, DU MINI-PARC AMPERSAND DANS AMPERSAND AU CENTRE-VILLE DE NEPEAN-SUD ET DES PARCS ENTRY ET SPRING POND DANS MAHOGANY**

**COMMITTEE RECOMMENDATIONS**

**That Council:**

- 1. Approve in accordance with the City Park and Trail Front-End Policy, to authorize the expenditure of \$ 909,322, plus applicable taxes, for reimbursement of design and construction costs for Regatta Park, Ampersand Parkette, Entry Park and Spring Pond Park as detailed in this report.**
- 2. Authorize the City to enter into a Front-ending agreement with Mattamy (Half Moon Bay) Limited to enable the design and construction of Regatta Park at Egret Way Block 111 on 4M-1443 and Block 124 on 4M-1451 in the Half Moon Bay Community in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor;**
- 3. Authorize the City to enter into a Front-ending agreement with Minto Communities Inc. to enable the design and construction of Ampersand Parkette (Block 124) located in Ampersand Community, South Nepean Town Centre in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor;**
- 4. Authorize the City to enter into a Front-ending agreement with Minto Communities, Inc. to enable the design and construction of Entry Park (Block 198) located in the Mahogany Manotick Community in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set**

out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor; and

5. Authorize the City to enter into a Front-ending agreement with Minto Communities, Inc. to enable the design and construction of Spring Pond Parkette (Blocks 208 and including Open Space Block 207) located in the Mahogany Manotick Community in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor.

### RECOMMANDATIONS DU COMITÉ

Que le Conseil :

1. approuve conformément à la politique de la Ville sur les accords initiaux relatifs aux parcs et sentier la dépense de 909 322 \$, taxes en sus, pour le remboursement des coûts de conception et de construction du parc Regatta, du mini-parc Ampersand, du parc Entry et du mini-parc Spring Pond, tels qu'ils sont décrits dans le rapport;
2. autorise la Ville à conclure un accord de financement initial avec Mattamy (Half Moon Bay) Limited afin de permettre la conception et la construction du parc Regatta sur la voie Egret (pièce 111 dans le plan 4M-1443 et pièce 124 dans le plan 4M-1451) dans la communauté de Half Moon Bay, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux;
3. autorise la Ville à conclure un accord de financement initial avec Minto Communities Inc. afin de permettre la conception et la construction du mini-parc Ampersand (pièce 124) dans la communauté d'Ampersand au centre-ville de Nepean-Sud, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux;

4. autorise la Ville à conclure un accord de financement initial avec Minto Communities Inc. afin de permettre la conception et la construction du parc Entry (pièce 198) dans la communauté de Mahogany à Manotick, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux; et
5. autorise la Ville à conclure un accord de financement initial avec Minto Communities Inc. afin de permettre la conception et la construction du mini-parc Spring Pond (pièce 208 et pièce 207, espace libre) dans la communauté de Mahogany à Manotick, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux.

#### DOCUMENTATION / DOCUMENTATION

1. Deputy City Manager's report, Planning and Infrastructure, dated 23 May 2012 (ACS2012-ICS-PGM-0149).  
Rapport de la Directrice municipale adjointe, Urbanisme et Infrastructure, le 23 mai 2012 (ACS2012-ICS-PGM-0149).

Report to/Rapport au :

Planning Committee  
Comité de l'urbanisme

and Council / et au Conseil

May 23, 2012  
23 mai 2012

Submitted by/Soumis par : Nancy Schepers, Deputy City Manager  
Directrice municipale adjointe,  
*Planning and Infrastructure*  
Urbanisme et Infrastructure

Contact Person / Personne ressource: Don Herweyer, Acting Manager/Gestionnaire  
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BARRHAVEN (3), RIDEAU-GOULBOURN (21)

Ref N°: ACS2012-PAI-PGM-0149

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**SUBJECT:** FRONT-ENDING AGREEMENT FOR REGATTA PARK IN HALF  
MOON BAY, AMPERSAND PARKETTE IN AMPERSAND SOUTH  
NEPEAN TOWN CENTRE, ENTRY PARK MAHOGANY AND SPRING  
POND PARK MAHOGANY

**OBJET :** ACCORDS DE FINANCEMENT INITIAL DU PARC REGATTA DANS  
HALF MOON BAY, DU MINI-PARC AMPERSAND DANS  
AMPERSAND AU CENTRE-VILLE DE NEPEAN-SUD ET DES PARCS  
ENTRY ET SPRING POND DANS MAHOGANY

**REPORT RECOMMENDATIONS**

That Planning Committee recommends that Council:

1. Approve in accordance with the City Park and Trail Front-End Policy, to authorize the expenditure of \$ 909,322, plus applicable taxes, for reimbursement of design and construction costs for Regatta Park, Ampersand Parkette, Entry Park and Spring Pond Park as detailed in this report.

2. Authorize the City to enter into a Front-ending agreement with Mattamy (Half Moon Bay) Limited to enable the design and construction of Regatta Park at Egret Way Block 111 on 4M-1443 and Block 124 on 4M-1451 in the Half Moon Bay Community in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor;
3. Authorize the City to enter into a Front-ending agreement with Minto Communities Inc. to enable the design and construction of Ampersand Parkette (Block 124) located in Ampersand Community, South Nepean Town Centre in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor;
4. Authorize the City to enter into a Front-ending agreement with Minto Communities, Inc. to enable the design and construction of Entry Park (Block 198) located in the Mahogany Manotick Community in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor; and
5. Authorize the City to enter into a Front-ending agreement with Minto Communities, Inc. to enable the design and construction of Spring Pond Parkette (Blocks 208 and including Open Space Block 207) located in the Mahogany Manotick Community in accordance with the Council approved Park and Trail Front-ending Policy in Document 1 and the Front-ending Agreement Principles set out in Document 2 to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor.

#### **RECOMMANDATIONS DU RAPPORT**

Que le Comité de l'urbanisme recommande au Conseil :

1. d'approuver conformément à la politique de la Ville sur les accords initiaux relatifs aux parcs et sentier la dépense de 909 322 \$, taxes en sus, pour le remboursement des coûts de conception et de construction du parc Regatta, du mini-parc Ampersand, du parc Entry et du mini-parc Spring Pond, tels qu'ils sont décrits dans le rapport;
2. d'autoriser la Ville à conclure un accord de financement initial avec Mattamy (Half Moon Bay) Limited afin de permettre la conception et la construction du parc Regatta sur la voie Egret (pièce 111 dans le plan

- 4M-1443 et pièce 124 dans le plan 4M-1451) dans la communauté de Half Moon Bay, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux;
3. d'autoriser la Ville à conclure un accord de financement initial avec Minto Communities Inc. afin de permettre la conception et la construction du mini-parc Ampersand (pièce 124) dans la communauté d'Ampersand au centre-ville de Nepean-Sud, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux;
  4. d'autoriser la Ville à conclure un accord de financement initial avec Minto Communities Inc. afin de permettre la conception et la construction du parc Entry (pièce 198) dans la communauté de Mahogany à Manotick, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux; et
  5. d'autoriser la Ville à conclure un accord de financement initial avec Minto Communities Inc. afin de permettre la conception et la construction du mini-parc Spring Pond (pièce 208 et pièce 207, espace libre) dans la communauté de Mahogany à Manotick, conformément à la politique sur les accords initiaux relatifs aux parcs et sentiers, approuvée par le Conseil et décrite dans le document 1, et aux principes régissant les accords initiaux énoncés dans le document 2, le tout à la satisfaction du directeur municipal adjoint, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du Contentieux.

#### BACKGROUND

Regatta Park is located at the south-east corner of Egret Way and Pennant Way in Half Moon Bay Phase 1 Development as indicated on the location map in Document 6. The Half Moon Bay subdivision was registered in December 2011 with Phase 1 being constructed in 2011-2012. Mattamy has the option to front-end the Development of the park as outlined in the subdivision agreement conditions and as outlined in the Park and Trail Front-ending Policy (Document 1).

Ampersand Parkette is located on the east side of Sue Holloway Drive south of Lindenshade and north of Bay Rose as indicated on the location map in Document 7. The Ampersand Development was draft approved was registered in December 2012 with Phase1 being constructed in 2011-2012. Minto has the option to front-end the development of the parkette as outlined in the subdivision agreement conditions and as outlined in the Park and Trail Front-ending Policy (Document 1).

Entry Park is located on the main street in Minto's Mahogany Manotick Development as indicated on the location map in Document 4. The Mahogany subdivision was Draft approved with construction commencing in 2011-2012. This phase of Mahogany is near completion. Minto has the option to front-end the development of the park as outlined in the subdivision agreement conditions and as outlined in the Park and Trail Front-Ending Policy (Document 1).

Spring Pond Parkette is located on a local street in Minto's Mahogany Manotick Development as indicated on the location map in Document 8. The Mahogany subdivision was Draft approved with construction commencing in 2011-2012. This phase of Mahogany is near completion. Minto has the option to front-end the development of the park as outlined in the subdivision agreement conditions and as outlined in the Park and Trail Front-ending Policy (Document 1).

## DISCUSSION

Mattamy and Minto are front-ending the design and construction of four parks, and the agreements will tie the developers to implementing specific design plans to the City's specifications. The agreements will outline the specific documentation that will be required as proof of expenditures, the specific upset limit for a project, requirements for inspections and reimbursements, and repayment timeline and parameters for each front-ended park project. Staff supports these initiatives.

Regatta Park was scheduled to be constructed in 2015 under the current 10-year budget forecast. Mattamy has made a request to construct the park in 2012. Repayment will occur in 2015. The area of Phase1 South in Half Moon Bay is close to build-out and the developer wishes to ensure a fully operational park in available to home owners upon completion of the neighbourhood. The completion of Regatta Park would also advance the delivery and use of the park three years before the City's standard construction schedule based on available development charge generated park budgets. The annual operating budget is estimated to be \$23,000 commencing 2013.

Ampersand Parkette was scheduled to be constructed in 2015 under the current 10-year budget forecast. Minto has made the request to construct the park in 2012. Repayment will occur in 2015. The construction of the Ampersand Community began in 2011, and the developer wishes to ensure a fully operational park in available to home owners upon completion of the neighbourhood. The completion of the Ampersand Parkette would also advance the delivery and use of the park three years before the City's standard construction schedule based on available development charges

generated park budgets. The annual operating budget is estimated to be \$12,000 commencing 2013.

Entry Park was scheduled to be constructed in 2016 under the current 10-year budget forecast. Minto has made the request to construct the park in 2012. Repayment will occur in 2016. The construction of the Mahogany Community began in 2011, and the developer wishes to ensure a fully operational park is available to home owners upon completion of the neighbourhood. The completion of the Entry Park would also advance the delivery and use of the park three years before the City's standard construction schedule based on available development charges generated park budgets. The annual operating budget is estimated to be \$23,000 commencing 2013.

Spring Pond Parkette was scheduled to be constructed in 2016 under the current 10-year budget forecast. Minto has made the request to construct the park in 2012. Repayment will occur in 2016. The construction of the Mahogany Community began in 2011, and the developer wishes to ensure a fully operational park in available to home owners upon completion of the neighbourhood. The completion of the Spring Pond Park would also advance the delivery and use of the park three years before the City's standard construction schedule based on available development charges generated park budgets. The annual operating budget is estimated to be \$12,000 commencing 2013.

### RURAL IMPLICATIONS

There are no rural implications associated with this report.

### CONSULTATION

The Communities have been consulted on the design of the parks and provided approval to move forward.

The Ward Councillor was consulted on the design of Regatta Park and approved the park amenities. Consultation with the community is ongoing during the Design Development Phase.

Consultation with City staff and the Councillor for Entry Park and Spring Pond Parkette will be ongoing throughout the design and the construction of the parks.

### COMMENTS BY THE WARD COUNCILLORS

There are no Ward Councillors' comments. The Ward Councillors were consulted on the design of the parks.



LEGAL IMPLICATIONS

There are no Legal impediments to the implementation of this report's recommendation. Subject to Council approval, the City will be entering into a standard Front-Ending agreement with the developer to front end the cost of four parks as detailed in the report. The developer will be entitled to reimbursement of costs based on the principles set out in Documents 2 through 5 and pursuant to the Park and Trail Front Ending Policy as noted in Document 1.

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

FINANCIAL IMPLICATIONS

Reimbursement of design and construction costs for the four parks is outlined in the table below. Up-set limits are based on the current rate of development charges for parks.

The City's total annual operating are \$70,000 (Regatta Park, \$23,000; Ampersand Parkette, \$12,000; Entry Park, \$23,000; and Spring Pond Parkette, \$12,000) beginning in 2013.

<b>Development Charge Item</b>	<b>Up-Set Limit</b>	<b>Criteria for Repayment</b>
Design and Construction of Regatta Park	\$336,783 plus applicable taxes	Repayment based on actual cost of park to the upset limit, on acceptance of the park and no sooner than 2015.
Design and Construction of Ampersand Parkette	\$151,560 plus applicable taxes	Repayment based on actual cost of park to the upset limit, on acceptance of the park and no sooner than 2015.
Design and Construction of Entry Park	\$ 336,783 plus applicable taxes	Repayment based on actual cost of park to the upset limit, on acceptance of the park and no sooner than 2016.
Design and Construction of Spring Pond Parkette	\$ 84,196 plus applicable taxes	Repayment based on actual cost of park to the upset limit, on acceptance of the park and no sooner than 2016.
<b>Total</b>	\$909,322 plus applicable taxes	

### ACCESSIBILITY IMPACTS

There are no accessibility impacts associated with this report.

### ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with this report.

### TECHNOLOGY IMPLICATIONS

There are no technology implications associated with this report.

### TERM OF COUNCIL PRIORITIES

The plan is to bring Regatta Park, Ampersand Parkette, Entry Park and Spring Pond Parkette forward in keeping with several City planning objectives.

- A) To manage growth and create liveable communities by ensuring that the community facilities are built concurrently with new housing and infrastructure development.
- B) To deliver parks in a more timely manner that keeps pace with development, as described in the new Park and Trail Front-ending Policy approved by Council, 25<sup>th</sup> January, 2012.

### SUPPORTING DOCUMENTATION

- Document 1 Park and Trail Front-ending Policy
- Document 2 Framework for the Agreement - Regatta Park
- Document 3 Framework for the Agreement – Ampersand Parkette
- Document 4 Framework for the Agreement – Entry Park
- Document 5 Framework for the Agreement – Spring Pond Parkette
- Document 6 Location Map for Regatta Park
- Document 7 Location Map for Ampersand Parkette
- Document 8 Location Map for Entry Park
- Document 9 Location Map- Spring Pond Parkette

### DISPOSITION

Legal Services will prepare the final form of the agreement in consultation with the Planning and Growth Management Department, Infrastructure Services and Community Sustainability Branch.

**PARK AND TRAIL FRONT-ENDING POLICY**

DOCUMENT 1

Front-ending agreements for parks and trails are requested by developers who wish to have specific new growth-related park and trail works in place in advance of the City's capital project funding for emplacement of these same works. Developers may voluntarily 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 for the City to enter into a front-ending agreement for parks and trails:

1. All front-ending agreements with the City will be for new park and trail growth-related capital works that have been included in the City's Development Charges Background Study. A park front-ending agreement is only available for parkettes and neighbourhood parks.
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 and Growth Management 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 analysis of an independent, qualified professional, to the satisfaction of the General Manager, Planning and Growth Management Department. The contract for the work must be made available to the City to provide to the public.
3. A lump sum payment, both the development charge portion and the City portion, will be paid back to the front-ender in the year the project is identified in the City's Development Charges Background Study based on the 10-year capital program at the time the front-ending agreement is approved.
4. The capital project upset limit for design and construction, project management and contingency shall be established in the Council report approving the front-ending agreement in accordance with the Development Charge By-law and shall be incorporated into the agreement. Any expenditures incurred above and beyond the amount approved in the agreement cannot be claimed and must be incurred by the front-ender.
5. Where a front-ender is eligible for reimbursement, documentation is required to support the reimbursement in accordance with the City's Purchasing Policy. The front-ending agreement shall identify what documentation and at which stage it shall be required.

6. 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 and specify the funding source(s) and the project timeline. The financial comment in the report will specify the timelines for repayment, an operating budget impact and an estimate of the year in which the operating budget impact will begin. The report will also specify that the letter of credit for the registered subdivision in which the park is situated with not be reduced beyond what is required for the works associated with the subdivision plus the cost of the front-ended works until such time as the front-ended works are accepted by the City. A capital project will be established upon Council approval to enter into the front-ending agreement.

REVISED DOCUMENT 2

## **FRAMEWORK FOR THE AGREEMENT - REGATTA PARK**

### **Regatta Park**

#### **Park Amenities**

Mattamy (Half Moon Bay) Limited will construct Regatta Park, a 0.8 ha park located at the south terminus of Regatta Way and south of Egret Way, east of Pennant and north of Sweet Grass to the satisfaction of the General Manager of the Planning and Growth Management. Park amenities include:

- Children's swing bay( two senior one two bucket)
- Children's play structures (tot and school age)
- Natural play elements
- Shade shelter
- Asphalt and stone dust and cedar weave pathways
- Benches
- Tree planting
- Open play area

#### **Park Construction**

Mattamy (Half Moon Bay) Limited through its agents, contractors and assigns will construct Regatta Park to the following standards, and confirm that construction meets City requirements:

- All playground components shall satisfy CSA for children's play spaces
- All hard servicing to the site shall be to the satisfaction of the City of Ottawa or Hydro Ottawa, as the case may be
- Mattamy (Half Moon Bay) Limited, through their own staff and consultants, are to document and provide complete construction inspection services testing and reports for any new park construction that is expected to be paid back from the City of Ottawa

#### **Costs**

- The capital expenditure of Regatta Park shall not exceed \$361,200, as determined by the January 2010 DC By-law (\$451,500. / Ha). The maximum amount of repayment to Mattamy Homes Limited will not exceed \$336,783. The remainder of the cost is \$18,060. (5% ISD recoverable) and \$6,357. (1.76% HST). All costs associated with the park development at this site are to be documented and certified by Mattamy's site engineer, landscape architect and / or other professional depending on the particular improvement. The City will require these certifications to justify repayment.
- All operating costs associated to the park property will be the responsibility of Mattamy until park take-over.

#### **Schedule**

- Park construction will be completed by November 2012 and will be constructed to the satisfaction of the General Manager, Planning and Growth Management. The park will be taken over by the City on September 30<sup>th</sup> 2013, once all of the outstanding deficiencies are completed and accepted by the City.

**Repayment**

- Repayment will occur in 2015 subject to the execution of a Front-ending agreement with the City.

**Park Design**

- The park will be designed and constructed to City requirements and to conform to the approved plan.

**Park Maintenance**

- The park areas will be maintained at current City standards in order to be deemed acceptable to the City at time of take-over.

**FRAMEWORK FOR THE AGREEMENT – AMPERSAND PARKETTE** DOCUMENT 3

**Ampersand Parkette**

**Park Amenities**

Minto Ampersand will construct Ampersand Parkette, a 0.36ha parkette located in Minto's Ampersand Community, to the satisfaction of the General Manager of the Planning and Growth Management Department. Parkette amenities include:

- Pathways
- Benches
- Water play area
- Open green/winter puddle rink area
- Tree and naturalized shrub plantings
- Shade shelter
- Trash receptacles
- Ornamental stone walls and fencing
- Park sign

**Park Construction**

Minto through its agents, contractors and assigns will construct Ampersand Parkette to the following standards, and confirm that construction meets City requirements:

- All constructed components shall satisfy CSA for public access
- All hard servicing to the site shall be to the satisfaction of the City of Ottawa
- Minto, through their own staff and consultants, are to document and provide complete construction inspection services testing and reports for any new park construction that is expected to be paid back from the City of Ottawa

**Costs**

- The capital expenditure of Ampersand Parkette shall not exceed \$162,540, as determined by the January 2011 DC By-law (\$451,500 / ha). The maximum amount of repayment to Minto is not to exceed \$151,560. The remainder of the cost is \$8,127. (5% ISD recoverable) and \$2,860 (1.76% HST). All costs associated with the parkette development at this site are to be documented and certified by Minto's site engineer, landscape architect and / or other professional depending on the particular improvement. The City will require these certifications to justify repayment.
- All operating costs associated to the park property will be the responsibility of Mattamy until park take-over.

**Schedule**

- Park construction will be completed by November 2012 and will be constructed to the satisfaction of the General Manager, Planning and Growth Management. The park will be taken over by the City on September 30<sup>th</sup> 2013, once all of the outstanding deficiencies are completed and accepted by the City.

**Repayment**

- Repayment will occur in 2016 subject to the execution of a Front-ending agreement with the City and Council budget approval.

**Park Design**

- The park will be constructed to conform to the approved plan.

**Park Maintenance**

- The park areas will be maintained at current City standards so that the park was able to be taken-over.



**FRAMEWORK FOR THE AGREEMENT – ENTRY PARK**

DOCUMENT 4

**Entry PARK**

**Park Amenities**

Minto (Mahogany- Manotick) Limited will construct Entry Park, a 0.8 hectare ha neighbourhood park located in Mahogany -Manotick, to the satisfaction of the General Manager of the Planning and Growth Management. The Park amenities will include:

- Children's play structure (Tot and senior)
- Shade shelter
- Asphalt pathways
- Benches
- Soccer field
- Tree planting
- Open play area

**Park Construction**

Minto (Mahogany-Manotick) Limited through its agents, contractors and assigns will construct Entry Park to the following standards, and confirm that construction meets City requirements:

- All playground components shall satisfy CSA for children's play spaces
- All hard servicing to the site shall be to the satisfaction of the City of Ottawa or Hydro Ottawa, as the case may be
- Minto (Mahogany-Manotick) Limited, through their own staff and consultants, are to document and provide complete construction inspection services testing and reports for any new park construction that is expected to be paid back from the City of Ottawa

**Costs**

- The capital expenditure of Entry Park shall not exceed \$361,200, as determined by the January 2010 DC By-law (\$451,500. / Ha). The maximum amount of repayment to Minto (Mahogany-Manotick) Limited will not exceed \$336,783. The remainder of the cost is \$18,060 (5% ISD recoverable) and \$6,357 (1.76% HST). All costs associated with the park development at this site are to be documented and certified by Minto's site engineer, landscape architect and / or other professional depending on the particular improvement. The City will require these certifications to justify repayment
- All operating costs associated to the park property will be the responsibility of Mattamy until park take-over.

**Schedule**

- Park construction will be completed by November 2012 and will be constructed to the satisfaction of the General Manager, Planning and Growth Management. The park will be taken over by the City on September 30<sup>th</sup> 2013, once all of the outstanding deficiencies are completed and accepted by the City.

**Repayment**

- Repayment will occur in 2016 subject to the execution of a front-ending agreement with the City and Council budget approval.

**Park Design**

- The park will be constructed to conform to the approved plan.

**Park Maintenance**

- Park areas shall be maintained at or above current City standards.

**FRAMEWORK FOR THE AGREEMENT**  
**– SPRING POND PARKETTE**

DOCUMENT 5

**Park Amenities**

Minto (Mahogany- Manotick) Limited will construct Spring Pond Parkette, a 0.2ha parkette located in Mahogany Manotick Community, a portion of which is open space and dedicated parkland to the satisfaction of the General Manager of the Planning and Growth Management. The Parkette amenities include:

- Pathways
- Benches
- Wood deck loot out over pond
- Tree and naturalized shrub plantings
- Forestry hazard removal and clean-up
- Park sign

**Park Construction**

Minto (Mahogany-Manotick) Limited through its agents, contractors and assigns have constructed Spring Pond Park to the following standards, and confirm that construction meets City requirements:

- All constructed components shall satisfy CSA for public access
- All hard servicing to the site shall be to the satisfaction of the City of Ottawa
- Minto (Mahogany- Manotick ) Limited, through their own staff and consultants, are to document and provide complete construction inspection services testing and reports for any new park construction that is expected to be paid back from the City of Ottawa

**Costs**

- The capital expenditure of Spring Pond Parkette shall not exceed \$90,300.00, as determined by the January 2011 DC By-law (\$451,500 / ha). The maximum amount of repayment to Minto (Mahogany- Manotick) Limited is not to exceed \$84,196. The remainder of the cost is \$4,515.00 (5% ISD recoverable) and \$1,581 (1.76% HST). All costs associated with the park development at this site are to be documented and certified by Minto's site engineer, landscape architect and / or other professional depending on the particular improvement. The City will require these certifications to justify repayment.
- All operating costs associated to the park property will be the responsibility of Minto until park take-over.

**Schedule**

- Park construction will be completed by November 2012 and will be constructed to the satisfaction of the General Manager, Planning and Growth Management. The park will be taken over by the City on September 30<sup>th</sup> 2013, once all of the outstanding deficiencies are completed and accepted by the City.

**Repayment**

- Repayment will occur in 2016 subject to the execution of a Front-ending agreement with the City and Council budget approval.

**Park Design**

- The park will be constructed to conform to the approved plan.

**Park Maintenance**

- The park areas shall be maintained at current City standards so that the park was able to be taken-over.

LOCATION MAP FOR REGATTA PARK

DOCUMENT 6




  
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I:\CO\2012\PARKS\REGATTA\_PARK

2012 / 05 / 09

REVISION DATE DE RÉVISION

 Location Map / Plan de révision  
 Regatta Park

045920486 Denotes Teranet-Polaris Parcel Identification Number

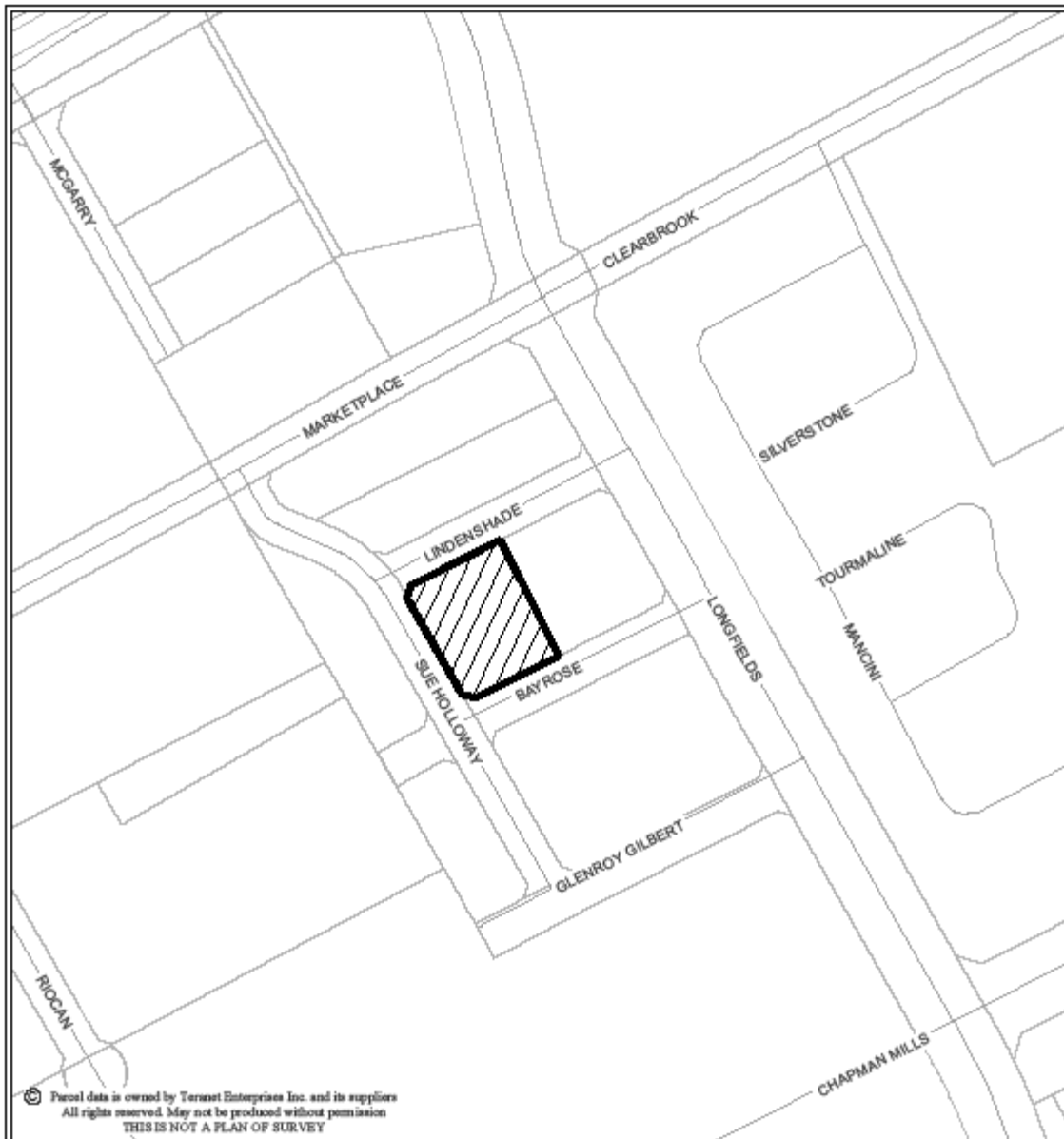
Échelle  
 N.T.S.  
 Mètres



Scale  
 N.T.S.  
 Metres

**LOCATION MAP FOR AMPERSAND PARKETTE**

DOUCMENT 7



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2012 / 05 / 09

REVISION DATE DE RÉVISION

 Location Map / Plan de révision  
 Ampersand Parkette

047324357 Denotes Teranet-Polaris Parcel Identification Number

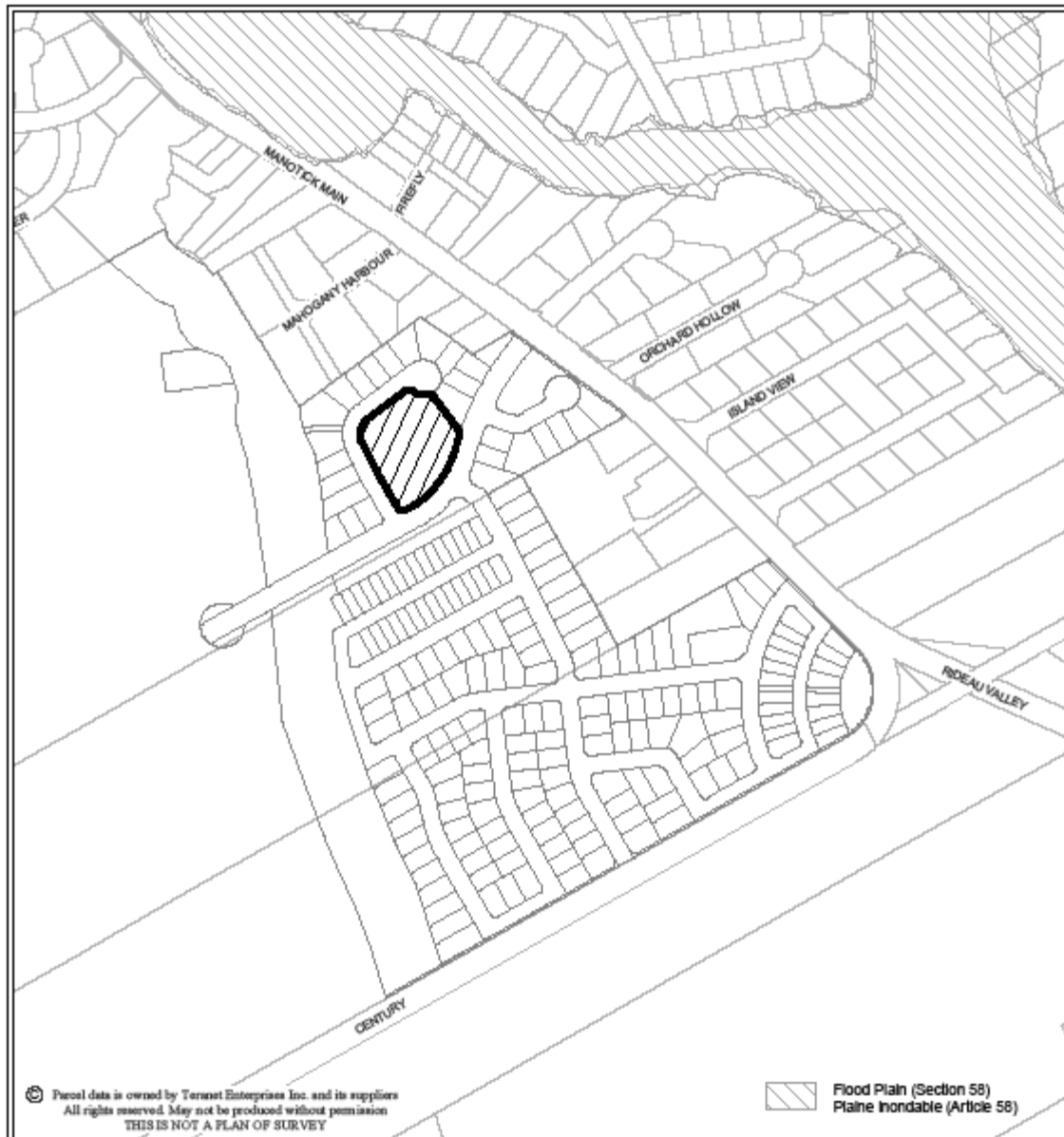
Échelle  
 N.T.S.  
 Mètres



Scale  
 N.T.S.  
 Metres

LOCATION MAP FOR ENTRY PARK

DOCUMENT 8




  
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2012 / 05 / 09

REVISION DATE DE RÉVISION

 Location Map / Plan de révision  
 Mahogany Park

039020957 Denotes Teranet-Polaris Parcel Identification Number

Échelle  
 N.T.S.  
 Mètres



Scale  
 N.T.S.  
 Metres

**LOCATION MAP- SPRING POND PARKETTE**

DOUCMENT 9




  
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2012 / 05 / 09

REVISION DATE DE RÉVISION

 Location Map / Plan de révision  
 Mahogany Parkette

039020957 Denotes Teranet-Polaris Parcel Identification Number

Échelle  
 N.T.S.  
 Mètres



Scale  
 N.T.S.  
 Metres