

8. **Front-Ending Reports - Cambrian Road and Apolune Way/Delphinus Avenue; Bank Street and Dun Skipper Drive; Leitrim Road and Kelly Farm Drive; Robert Grant Avenue and Fernbank Road; Didsbury Drive and Campeau Drive; Spratt Road and Borbridge Avenue**

**Rapports d'entente préalable - chemin Cambrian et voie Apolune / avenue Delphinus; rue Bank et promenade Dun Skipper; chemin Leitrim et promenade Kelly Farm; avenue Robert Grant et chemin Fernbank; promenade Didsbury et promenade Campeau; chemin Spratt et avenue Borbridge**

**Committee Recommendations, as amended**

**That Council:**

1. **approve that 'Regional Realty' be changed to 'Leitrim South Holdings Inc.' in the report;**
2. **delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement for the following locations:**
  - a) **turning lanes and underground traffic plant at Cambrian Road and Apolune Way/Delphinus Avenue to be front-ended by Tamarack Homes and Mattamy Homes at an upset limit of \$971,600;**
  - b) **above ground traffic signalization at Bank Street and Dun Skipper Drive to be front-ended by Leitrim South Holdings Inc. at an upset limit of \$203,000;**
  - c) **above ground traffic signalization at Leitrim Road and Kelly Farm Drive to be front-ended by Tartan Homes, Findlay Creek Properties and Tartan Lands at an upset limit of \$231,000;**
  - d) **turning lanes at Spratt Road and Borbridge Avenue to be front-ended by Claridge Homes Spratt Road Inc. at an upset limit of \$68,000;**
3. **approve that, in accordance with the front-ending policies of the**

City, an additional amount of up to \$139,737 (plus applicable H.S.T.) in costs associated with the construction of Robert Grant Ave and the intersection of Robert Grant Avenue and Fernbank Road be reimbursed to the Fernbank Landowners Group to be funded through the Intersection Control Measures Program;

4. approve that Minto Communities Inc. be reimbursed \$118,168.73, (plus applicable H.S.T.) in respect of oversizing for a sanitary sewer installed in Didsbury Drive and Campeau Drive; and
5. approve that an amendment to the Front Ending Agreement for the Shea Road Pump Station be authorized to increase the total funding envelope, by \$204,403 plus applicable taxes to \$3,504,403 plus applicable taxes.

Recommandations du Comité, telles que modifiées

Que le Conseil :

1. approuve que « Regional Realty » soit remplacé par « Leitrim South Holdings Inc. » dans le rapport;
2. délègue au directeur général de Planification, Infrastructure et Développement économique le pouvoir de conclure une entente préalable visant les emplacements suivants :
  - a) aménagement des voies de virage et de l'infrastructure souterraine pour les installations de régulation de la circulation à l'angle du chemin Cambrian et de la voie Apolune/avenue Delphinus, réalisé dans le cadre d'une entente préalable par Tamarack Homes et Mattamy Homes jusqu'à la limite maximale de 971 600 \$;
  - b) aménagement de la signalisation routière en surface à l'angle de la rue Bank et de la promenade Dun Skipper, réalisé dans le cadre d'une entente préalable par Leitrim South Holdings Inc. jusqu'à la limite maximale de 203 000 \$;
  - c) aménagement de la signalisation routière en surface à l'angle du chemin Leitrim et de la promenade Kelly Farm, réalisé dans le

cadre d'une entente préalable par Tartan Homes, Findlay Creek Properties et Tartan Lands jusqu'à la limite maximale de 231 000 \$;

d) aménagement des voies de virage l'angle du chemin Spratt et de l'avenue Borbridge, réalisé dans le cadre d'une entente préalable par Claridge Homes Spratt Road Inc. jusqu'à la limite maximale de 68 000 \$;

3. **approuve que, conformément aux politiques relatives aux ententes préalables de la Ville, un montant supplémentaire de 139 737 \$ (plus la TVH applicable) représentant les coûts associés à la construction de l'avenue Robert Grant et de l'intersection de l'avenue Robert Grant et du chemin Fernbank soit remboursé à Fernbank Landowners Group et financé par le programme de mesures de contrôle des intersections;**
4. **approuve que soit remboursée à Minto Communities Inc. la somme de 118 168,73 \$, plus la TVH applicable, pour le surdimensionnement des égouts sanitaires des promenades Didsbury et Campeau; et**
5. **modifie l'entente initiale sur la station de pompage du chemin Shea de sorte qu'il soit possible de faire augmenter l'enveloppe de financement totale de 204 403 \$, taxes en sus, pour qu'elle atteigne 3 504 403 \$, taxes en sus.**

For the Information of Council

Planning Committee also approved the following motion:

BE IT FURTHER RESOLVED that Planning Committee refer the matter of additional reimbursement for H.S.T. to the General Manger, Planning, Infrastructure and Economic Development Department for resolution and report back to Committee and Council in the third quarter, 2019.

Pour la gouverne du Conseil

Le Comité de l'urbanisme a également approuvé la motion suivante:

IL EST EN OUTRE RÉSOLU QUE le Comité de l'urbanisme achemine la question des remboursements supplémentaires de la TVH au directeur général de la Planification, de l'Infrastructure et du Développement économique, puis fasse rapport devant le Comité et le Conseil au troisième trimestre de 2019.

Documentation / Documentation

1. Director's report, Planning Services, Planning, Infrastructure and Economic Development Department, dated June 11, 2019 (ACS2019-PIE-PS-0066)

Rapport de la directrice, Services de la planification, Direction générale de la planification, de l'infrastructure et du développement économique, daté le 11 juin 2019 (ACS2019-PIE-PS-0066)

2. Extract of draft Minutes, Planning Committee, June 27, 2019

Extrait de l'ébauche du procès-verbal, Comité de l'urbanisme, le 27 juin 2019

**Report to  
Rapport au:**

**Planning Committee / Comité de l'urbanisme  
June 27, 2019 / 27 juin 2019**

**and Council / et au Conseil  
July 10, 2019 / 10 juillet 2019**

**Submitted on June 11, 2019  
Soumis le 11 juin 2019**

**Submitted by  
Soumis par:**

**Lee Ann Snedden  
Director / Directrice**

**Planning Services / Services de la planification**

**Planning, Infrastructure and Economic Development Department / Direction  
générale de la planification, de l'infrastructure et du développement économique**

**Contact Person**

**Personne ressource:**

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**613-580-2424, 23657, mike.giampa@ottawa.ca**

**Ward: CITY WIDE / À L'ÉCHELLE DE LA VILLE      File Number: ACS2019-PIE-PS-0066**

**SUBJECT: Front-Ending Reports - Cambrian Road and Apolune Way/Delphinus  
Avenue; Bank Street and Dun Skipper Drive; Leitrim Road and Kelly  
Farm Drive; Robert Grant Avenue and Fernbank Road; Didsbury  
Drive and Campeau Drive; Spratt Road and Borbridge Avenue**

**OBJET: Rapports d'entente préalable - chemin Cambrian et voie Apolune /  
avenue Delphinus; rue Bank et promenade Dun Skipper; chemin**

Leitrim et promenade Kelly Farm; avenue Robert Grant et chemin Fernbank; promenade Didsbury et promenade Campeau; chemin Spratt et avenue Borbridge

## REPORT RECOMMENDATIONS

That Planning Committee recommend that Council:

1. Delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement for the following locations:
  - a) Turning lanes and underground traffic plant at Cambrian Road and Apolune Way/Delphinus Avenue to be front-ended by Tamarack Homes and Mattamy Homes at an upset limit of \$971,600;
  - b) Above ground traffic signalization at Bank Street and Dun Skipper Drive to be front-ended by ~~Regional Realty~~ **Leitrim South Holdings Inc.** (amended per Motion No PLC 2019 10/4) at an upset limit of \$203,000;
  - c) Above ground traffic signalization at Leitrim Road and Kelly Farm Drive to be front-ended by Tartan Homes, Findlay Creek Properties and Tartan Lands at an upset limit of \$231,000;
  - d) Turning lanes at Spratt Road and Borbridge Avenue to be front-ended by Claridge Homes Spratt Road Inc. at an upset limit of \$68,000;
2. That, in accordance with the front-ending policies of the City, an additional amount of up to \$139,737 (plus applicable H.S.T.) in costs associated with the construction of Robert Grant Ave and the intersection of Robert Grant Avenue and Fernbank Road be reimbursed to the Fernbank Landowners Group to be funded through the Intersection Control Measures Program.
3. That Minto Communities Inc. be reimbursed \$118,168.73, (plus applicable H.S.T.) in respect of oversizing for a sanitary sewer installed in Didsbury Drive and Campeau Drive.

## RECOMMANDATIONS DU RAPPORT

Que le Comité de l'urbanisme recommande ce qui suit au Conseil :

1. Déléguer au directeur général de Planification, Infrastructure et Développement économique le pouvoir de conclure une entente préalable visant les emplacements suivants :
  - a) aménagement des voies de virage et de l'infrastructure souterraine pour les installations de régulation de la circulation à l'angle du chemin Cambrian et de la voie Apolune/avenue Delphinus, réalisé dans le cadre d'une entente préalable par Tamarack Homes et Mattamy Homes jusqu'à la limite maximale de 971 600 \$;
  - b) aménagement de la signalisation routière en surface à l'angle de la rue Bank et de la promenade Dun Skipper, réalisé dans le cadre d'une entente préalable par ~~Regional Realty~~ **Leitrim South Holdings Inc.** (conformément à la motion no PLC 2019 10/4) jusqu'à la limite maximale de 203 000 \$;
  - c) aménagement de la signalisation routière en surface à l'angle du chemin Leitrim et de la promenade Kelly Farm, réalisé dans le cadre d'une entente préalable par Tartan Homes, Findlay Creek Properties et Tartan Lands jusqu'à la limite maximale de 231 000 \$;
  - d) aménagement des voies de virage l'angle du chemin Spratt et de l'avenue Borbridge, réalisé dans le cadre d'une entente préalable par Claridge Homes Spratt Road Inc. jusqu'à la limite maximale de 68 000 \$;
2. Que, conformément aux politiques relatives aux ententes préalables de la Ville, un montant supplémentaire de 139 737 \$ (plus la TVH applicable) représentant les coûts associés à la construction de l'avenue Robert Grant et de l'intersection de l'avenue Robert Grant et du chemin Fernbank soit remboursé à Fernbank Landowners Group et financé par le programme de mesures de contrôle des intersections.
3. Que soit remboursée à Minto Communities Inc. la somme de 118 168,73 \$, plus la TVH applicable, pour le surdimensionnement des égouts sanitaires des promenades Didsbury et Campeau.

## BACKGROUND

Through the review of road related infrastructure that has taken place as part of the development charges review, and in consultation with the development community, staff have identified certain intersections that are proposed to be constructed in 2019 through being front-ended by the relevant developers. In each instance, the front-ending will be in accordance with City policy. The required clauses will be included in a Subdivision Agreement, where such has not already been signed between the City and the developer, or a front-ending agreement.

In addition, as the schedule for sanitary sewer oversizing in the 2009 Development Charge By-law was inadvertently not updated, Council authorization is necessary for a payment for oversizing to take place.

## DISCUSSION

Tamarack Homes and Mattamy Homes are prepared to front end the cost for the intersection modification at Cambrian Road and Apolune Way/Delphinus Avenue. The work is to be performed in 2019 and will consist of eastbound and westbound left turning lanes on Cambrian Road and necessary underground traffic plant. The modifications do not include the installation of above ground signalization. The upset cost for the work has been established at \$971,600 which includes engineering, contingency and project management with a payback date of 2021.

~~Regional Realty~~ **Leitrim South Holdings Inc.** (amended per Motion No PLC 2019 10/4) are prepared to front end the cost of the above ground traffic signalization at the intersection of Bank Street and Dun Skipper Drive. The work will be performed in 2019 with an upset reimbursement cost of \$203,000 (including engineering, contingency and project management) with a payback date of 2022.

Tartan Homes, Findlay Creek Properties and Tartan Lands agree to front end the cost of the above ground traffic signalization at the intersection of Leitrim Road and Kelly Farm Drive. The work will be performed in 2019 with an upset reimbursement cost of \$231,000 (including engineering, contingency and project management) with a payback date of no later than 2025. However, if traffic signal warrants are met in accordance with the Ontario Traffic Manual (Book 12) then payback would occur in 2024.



In addition, the construction of Robert Grant Avenue (identified as 'Stittsville North-South Arterial (Fernbank Road – Abbott Street) item #1.01894 in the Development Charge Background Study) was completed through a front ending agreement between the City of Ottawa and the Fernbank Landowners Group Inc. The total funding for this project, and authority for this agreement is \$11.964 Million. Through this project, the developer also constructed the intersection of Fernbank Road and Robert Grant Avenue. This intersection is identified separately within the Background Study as Fernbank Road and Street 1, with additional funding of \$950,000. The costs incurred by the Front Ending Owner for the construction of both Robert Grant Ave and the intersection exceeded the funding and authority of the Front Ending Agreement for the construction of Robert Grant Ave by \$139,737. Given that funding for this intersection was identified separately in the Background Study, Staff are recommending that Council grant authority to enter into an amending agreement with the Fernbank Landowners Group to reimburse up to \$139,737 in expenses associated with the construction of both Robert Grant Ave and the intersection of Robert Grant Ave and Fernbank Road to be funded through the Intersection Control Measures Program under the 2019 Development Charges By-law.

### **Sanitary Sewer Oversizing- Didsbury Drive and Campeau Drive**

Schedule "D" to the main Development Charge By-law and to the Area Specific Stormwater Development Charge By-laws provides charts based upon pipe size that, subject to monies be allocated through the annual budget approved by Council, can be paid to developers for oversizing such pipes to provide capacity for lands other than their own. Schedule "D" in the main Development Charge By-law deals with watermains and sanitary sewers while Schedule "D" in the Area Specific Stormwater Development Charges By-laws deals with storm sewers.

These schedules are intended to be updated at the time of each comprehensive review and such is taking place with the draft by-laws before Committee and Council. However, while a study was conducted and prepared for the 2009 comprehensive review, the resulting watermain and sanitary sewer amounts did not make their way into the 2009 Development Charge Background Study nor the 2009 Main Development Charge By-law. With the by-laws being appealed to the Ontario Municipal Board, there was an opportunity to insert the updated Schedule "D", however this did not occur.

While the established practice, in accordance with the 2004 approval of the Development Charge Studies and By-laws is for the amounts in Schedule "D" to be

indexed at the same rate as the development charges under the by-laws, it was also the intent, as stated above, that the charts themselves be renewed in 2009 and such did not occur in the Main Development Charge By-law. Payments did however continue within indexing for each year through 2009-2014. Development charges collected for reimbursing the costs associated with oversizing growth-related infrastructure were made on the basis of the capital project estimates identified within the Development Charge Background Study.

The fact that Schedule "D" in the main by-law had not been updated was raised in 2018 when Minto came forward with invoices for payment for oversizing for a sanitary sewer installed in Didsbury Drive and Campeau Drive in 2013. Previously in this report is a proposed amendment to policy to ensure that invoices are provided at earlier dates to the City. Having determined that Schedule "D" in the main by-law was not updated in 2009, staff advised Minto that they could only pay amounts based upon the 2009 by-law as adopted, but that approval would be sought in the five year review for authority to reimburse Minto on the basis of the Schedule "D" that should have been in the Background Study and By-law.

The sanitary sewer runs from a pumping station along Didsbury Drive, to Campeau Drive and from there to Huntmar Drive. Minto has been reimbursed \$327,451.88 to date. If the correct Schedule "D" had been adopted, the amount owing to Minto would be \$445,620.73. As a result, staff are recommending that Minto be reimbursed the difference, being a further \$118,168.85.

## **RURAL IMPLICATIONS**

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

## **CONSULTATION**

All development approvals were conducted according to the requirements of the *Planning Act* and the City's Public Notification and Consultation Policy. The front-ending entities agree to the process outlined herein.

## **COMMENTS BY THE WARD COUNCILLORS**

This is a city-wide report – not applicable.

## **LEGAL IMPLICATIONS**

There are no legal impediments to the adoption of the recommendations in this report.

## **RISK MANAGEMENT IMPLICATIONS**

There are no risk implications associated with the front-ending of the intersection.

## **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 CAM program results in timely decisions that minimize lifecycle costs and ensure the long-term affordability of assets. To fulfill its obligation to deliver quality services to the community, the City must ensure that assets supporting City services are managed in a way that balances service levels, risk and affordability.

Entering into the various Front-Ending Agreements as listed in this report supports a level of service expectation and what needs to be done to achieve those levels.

## **FINANCIAL IMPLICATIONS**

The front-ending report and subsequent agreement are in accordance with the 2019 Development Charges Background Study and the 2014 Development Charges Background Study (Robert Grant Avenue and Fernbank Road).

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 Agreements, capital accounts will be established with budget authorities of the upset limits, 100% funded by development charges; with the exception of Robert Grant Avenue and Fernbank Road, where funds are available within 909055 2018 Intersection Control Measures.

**Cambrian Road and Apolune Street/Delphinus Avenue – turning lanes and underground traffic plant**

| Development Charge Item Number 1.11.2;<br>Reimbursement Year 2021 | Up-Set Limit (excluding applicable taxes) |
|---|---|
| A. Construction – Intersection                                    | \$694,000                                 |
| B. 15% Engineering  | \$104,100                                 |
| C. 10% Project management   | \$69,400                                  |
| D. 15% Contingency  | \$ 104,100                                |
| <b>Total</b>  | <b>\$971,600</b>                          |

The estimated annual operating cost for the intersection is \$28,000.

**Bank Street and Dun Skipper Drive – above ground traffic signalization**

| Development Charge Item Number 1.11.3;<br>Reimbursement Year 2022 | Up-Set Limit (excluding applicable taxes) |
|---|---|
| A. Construction – Intersection                                    | \$145,000                                 |
| B. 15% Engineering  | \$21,750                                  |
| C. 10% Project management   | \$14,500                                  |
| D. 15% Contingency  | \$21,750                                  |
| <b>Total</b>  | <b>\$203,000</b>                          |

The estimated annual operating costs for the intersection is \$40,000.

**Leitrim Road and Kelly Farm Drive – above ground traffic signalization**

| Development Charge Item Number 1.11.5;<br>Reimbursement Year 2025 (2024 if traffic<br>signal warrants are met) | Up-Set Limit (excluding applicable<br>taxes) |
|--|--|
| A. Construction – Intersection   | \$165,000                                    |
| B. 15% Engineering   | \$24,750                                     |
| C. 10% Project management  | \$16,500                                     |
| D. 15% Contingency   | \$2,750                                      |
| <b>Total</b>   | <b>\$231,000</b>                             |

The estimated annual operating cost for the intersection is \$12,000.

**Spratt Road and Borbridge Avenue – turning lanes**

| Development Charge Item Number 1.11.2;<br>Reimbursement Year 2025 | Up-Set Limit (excluding applicable<br>taxes) |
|---|--|
| A. Construction – Intersection                                    | \$48,571                                     |
| B. 15% Engineering  | \$7,286                                      |
| C. 10% Project management   | \$4,857                                      |
| D. 15% Contingency  | \$7,286                                      |
| <b>Total</b>  | <b>\$68,000</b>                              |

The estimated annual operating cost for the intersection is \$1,000.

**Robert Grant Avenue and Fernbank Road – road construction and intersection**

| Development Charge Item Number; 1.01894<br>Reimbursement Year 2019 | Up-Set Limit (excluding applicable<br>taxes) |
|--|--|
| A. Construction – Intersection                                     | \$99,812                                     |
| B. 15% Engineering   | \$14,972                                     |
| C.10% Project management   | \$9,981                                      |
| D. 15% Contingency   | \$14,972                                     |
| <b>Total</b>   | <b>\$139,737</b>                             |

**Didbsury Road and Campeau Drive - sanitary sewer oversizing**

| Development Charge Item Number 2.2.7;<br>Reimbursement Year 2019 | Up-Set Limit (excluding applicable<br>taxes) |
|--|--|
| A. Construction – Sanitary Sewer                                 | \$84,406                                     |
| B. 15% Engineering   | \$12,661                                     |
| C.10% Project management   | \$8,441                                      |
| D. 15% Contingency   | \$12,661                                     |
| <b>Total</b>   | <b>\$118,169</b>                             |

**ACCESSIBILITY IMPACTS**

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

**ENVIRONMENTAL IMPLICATIONS**

There are no environmental implications with the front ending of this intersection.

## **TERM OF COUNCIL PRIORITIES**

This project addresses the following Term of Council Priority:

- TM4 – Improve safety for all road users.

## **SUPPORTING DOCUMENTATION**

Document 1 Front-Ending Agreement Principles

Document 2 Council Approved Front-Ending Policy

Document 3 Location Maps

## **DISPOSITION**

Legal Services to prepare the final form of the agreements in consultation with the Planning, Infrastructure and Economic Development Department.

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

## Document 1 – Front-Ending Agreement Principles

1. Tamarack Homes and Mattamy Homes is required to post 100 per cent securities for the full cost of the design and construction of the intersection of Cambrian Road and Apolune Way/Delphinus Avenue, including all associated works, estimated at \$971,600 including engineering, land remuneration, project management and contingences, and excluding applicable taxes.
2. ~~Regional Realty~~ **Leitrim South Holdings Inc.** (amended per Motion No [PLC 2019 10/4](#)) is required to post 100 per cent securities for the full cost of the design and construction of the intersection of Bank Street and Dun Skipper Drive, including all associated works, estimated at \$203,000 including engineering, land remuneration, project management and contingences, and excluding applicable taxes.
3. Tartan Homes, Findlay Creek Properties and Tartan Lands is required to post 100 per cent securities for the full cost of the design and construction of the intersection of Leitrim Road and Kelly Farm Drive, including all associated works, estimated at \$231,600 including engineering, land remuneration, project management and contingences, and excluding applicable taxes.
4. Claridge Homes Spratt Road Inc. is required to post 100 per cent securities for the full cost of the design and construction of the intersection of Spratt Road and Borbridge Avenue, including all associated works, estimated at \$68,000 including engineering, land remuneration, project management and contingences, and excluding applicable taxes.
5. The City will reimburse Tartan Homes, Findlay Creek Properties and Tartan Lands after the works have been granted approval by the City. Reimbursement will take place in 2025 or 2024, provided the applicant satisfies all requirements in accordance with the Council approved Front-Ending Policies in Document 2.
6. The repayment of construction costs for the sewer and road works shall be pursuant to Council-approved Front-Ending Agreement Policy as referenced under Document 2.



## **Document 2 – 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

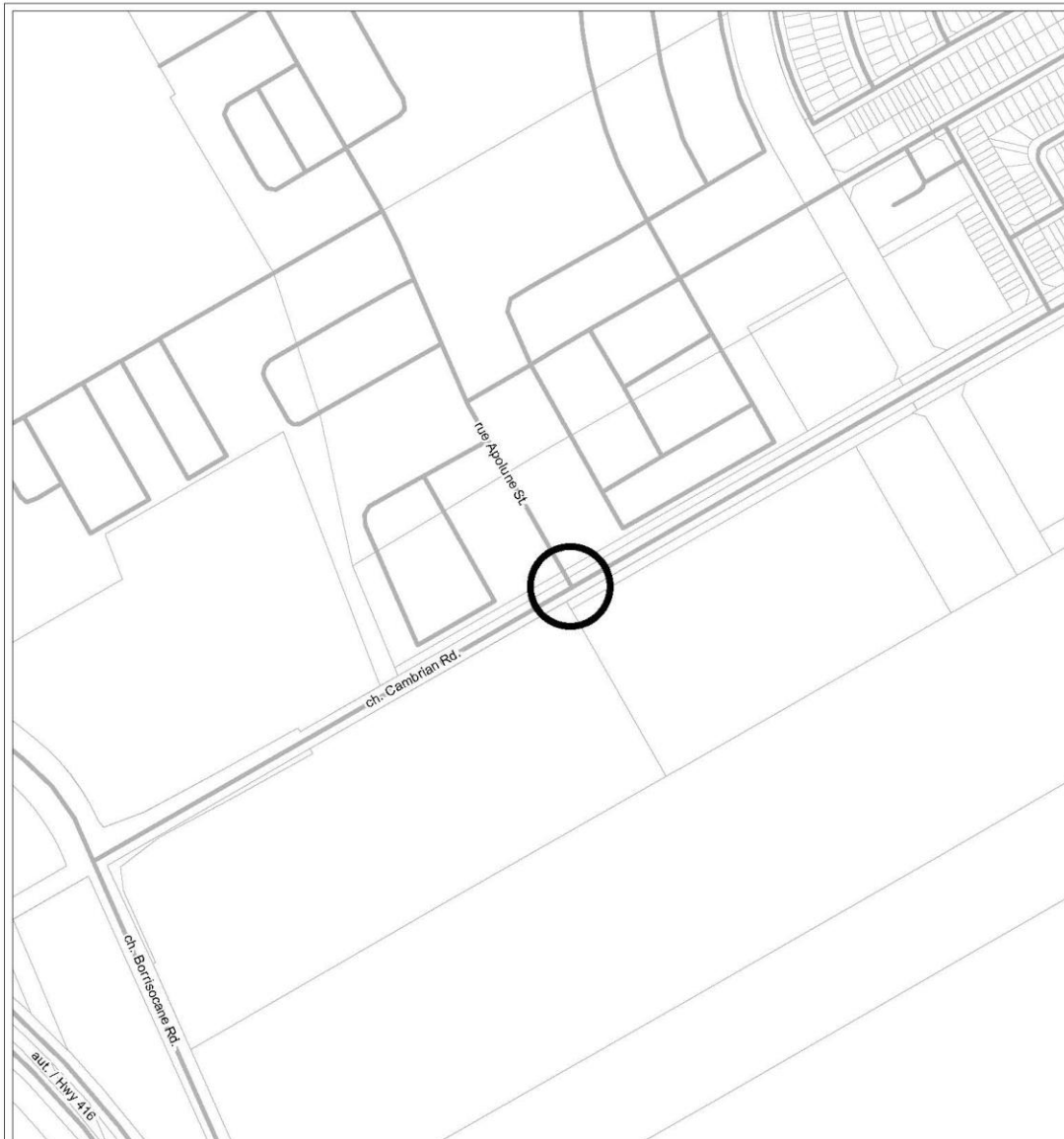
City will have an additional one to three years (one to three years from the year the project was identified in the 10-year plan) to make repayments. Only in this latter case will the City's portion of the payment be indexed beginning with the year the project was identified in the 10-year plan.




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 Maps

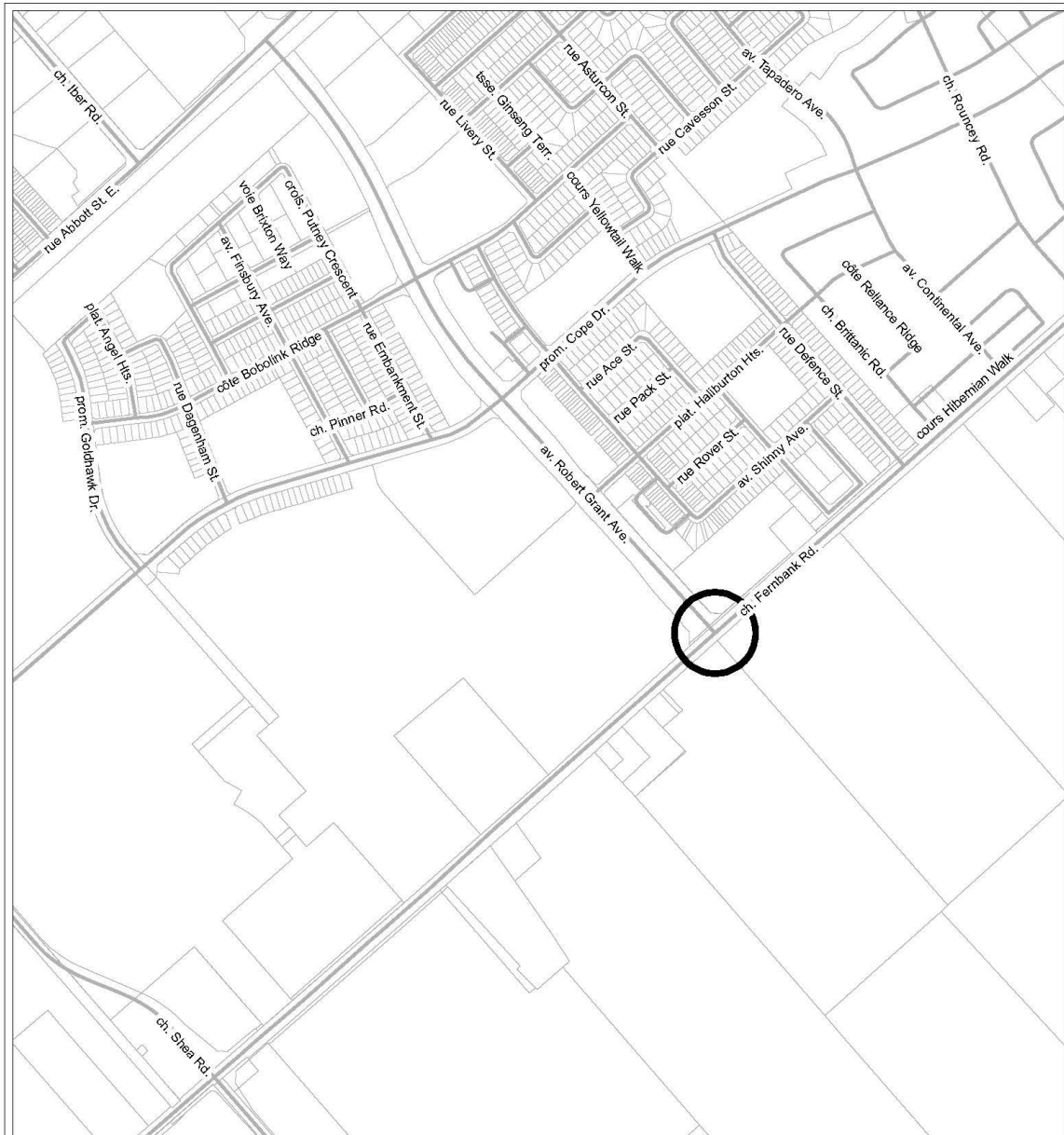




|   |           |  |
|---|-----------|--|
|    |           | <p>LOCATION MAP / PLAN DE LOCALISATION<br/>         PLAN OF SUBDIVISION / PLAN DE LOTISSEMENT</p>  <p><b>Cambrian and Apolune</b></p>  |
| D07-16-16-0023  | 19-0425-B |  |
| I:\CO\2019\Sub\Cambrian_and Apolune   |           |  |
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| REVISION / RÉVISION - 2019 / 5 / 17   |           |  |




|  |           |  |  |
|--|-----------|--|--|
|   |           | LOCATION MAP / PLAN DE LOCALISATION<br>PLAN OF SUBDIVISION / PLAN DE LOTISSEMENT   |  |
| D07-16-17-0003   | 19-0452-B |  <b>Bank and Dun Skipper</b><br><b>Leitrim and Kelly Farm</b> |  |
| I:\CO\2019\Sub\Bank_and_DunSkipper   |           |  NOT TO SCALE   |  |
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| REVISION / RÉVISION - 2019 / 5 / 17  |           |  |  |

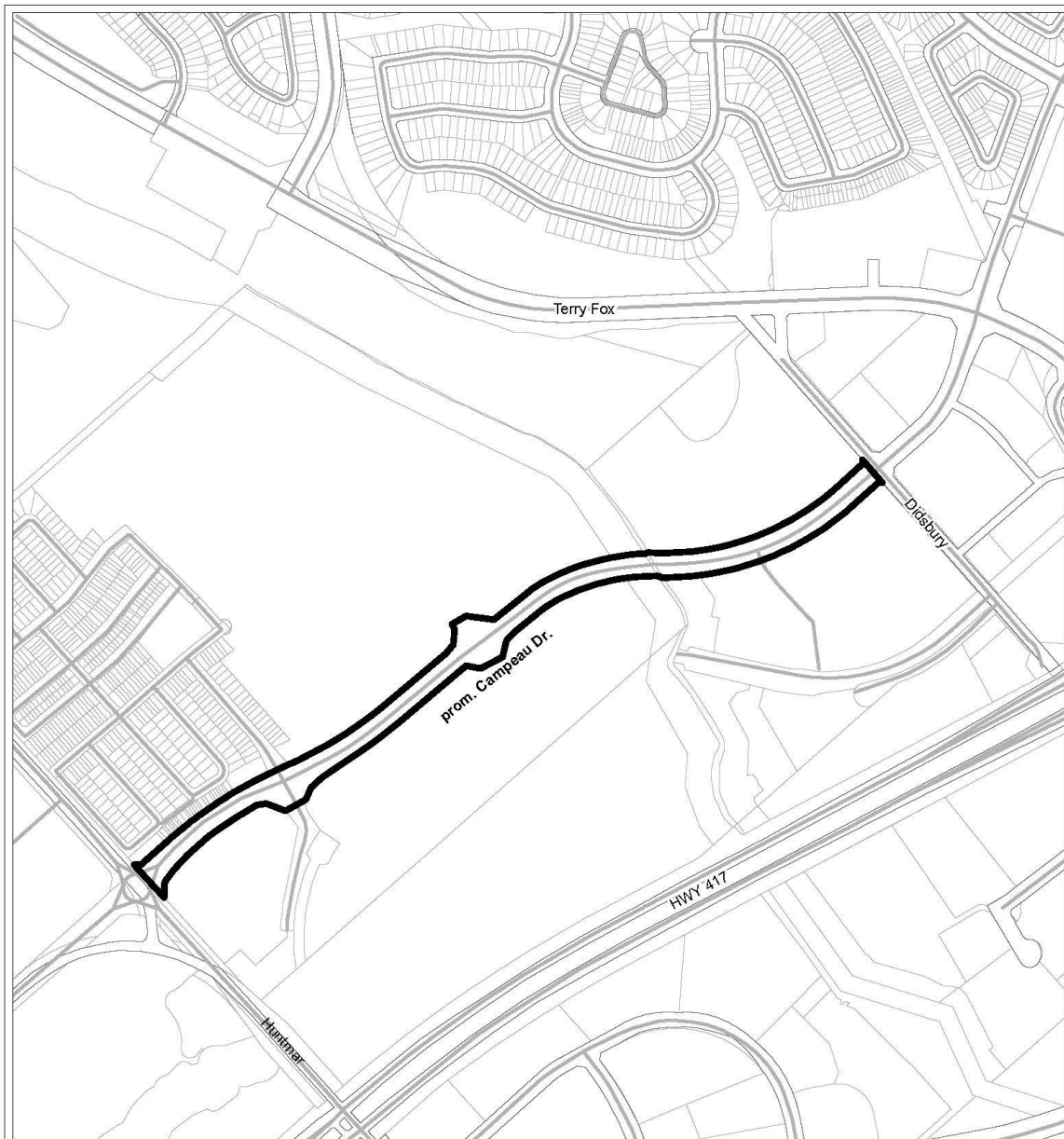




|  |   |
|--|---|
|   | <p>LOCATION MAP / PLAN DE LOCALISATION<br/>         PLAN OF SUBDIVISION / PLAN DE LOTISSEMENT</p>                           |
| 19-0452-B  |  <p><b>Robert Grant and Fernbank</b></p> |
| <p>I:\CO\2019\Sub\RobertGrant_and_Fernbank</p> <p>©Parcel data is owned by Teranel Enterprises Inc. and its suppliers<br/>         All rights reserved. May not be produced without permission<br/>         THIS IS NOT A PLAN OF SURVEY</p> <p>©Parcel data appartient à Teranel Enterprises Inc. et à ses fournisseurs<br/>         Tous droits réservés. Ne peut être reproduit sans autorisation.<br/>         CE CI N'EST PAS UN PLAN D'ARPENTAGE</p> |   |
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19-0452-B

I:\COV2019\Sub\Campeau\_Dids\_to\_Huntm

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LOCATION MAP / PLAN DE LOCALISATION  
 PLAN OF SUBDIVISION / PLAN DE LOTISSEMENT






prom. Campeau Dr : Didsbury to Huntmar



NOT TO SCALE





|  |           |   |  |
|--|-----------|---|--|
|   |           | LOCATION MAP / PLAN DE LOCALISATION<br>PLAN OF SUBDIVISION / PLAN DE LOTISSEMENT  |  |
| D07-16-17-0023   | 19-0452-B |  <b>Spratt and Borbridge</b>   |  |
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| REVISION / RÉVISION - 2019 / 5 / 17  |           |   |  |