

REPORT TO COMMITTEE(S) OF COUNCIL

INTERNAL ROUTING CHECKLIST

ORIGINATING DEPARTMENT: Planning and Growth Management
 REPORT AUTHOR: Danny Page
 REPORT TITLE: Fernbank Extension of Services Agreement
 REFERENCE No. ACS2012-PAI-PGM-0140
 DOCUMENT FILE NAME/PATH:

DIVISION: Dev. Rev. Rural West
 PHONE No. 27595

Subject to Provisions of Bill 51 Yes No
Application date: N/A

OWNER: Fernbank Landowners Group, c/o Ursula Melinz, Soloway Wright, Suite 900, 427 Laurier Ave W., Ottawa ON K2R 7Y2

APPLICANT: John Riddell, Novatech Engineering Consultants, Suite 200, 240 Michael Cowpland Dr, Ottawa ON K2M 1P6

WARD: 6

CONTROVERSIAL: Yes No

<u>TO BE PRESENTED TO</u>		<u>DATE OF MEETING</u>	
Committees			
1. Planning Committee		June 12, 2012	
2.			
3.			
Council		June 27, 2012	
Other Divisions/Branches Consulted		Forwarded To	
Financial Services Unit or Financial Planning		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Supply		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Legal		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Others		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Contacted / Consulted / Advised by Department			
Elected Official(s) / Ward(s)		Shad Qadri	
Public Groups / Individual(s)			
ADVERTISING/NOTICE			
Regular Advertising Required		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Date:	
Municipal Act Notice Required		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Date:	
For Originating Department's Use		Approved	Date
1.	Originating General Manager or Delegate - - Report is acceptable	John L. Moser	May 23, 2012
2.	Financial Services Unit Manager, Financial Planning or Delegate (if applicable) – Report Recommended to General Manager	Joseph Muhuni	
3.	Supply (if applicable) – Report Recommended to General Manager		
4.	Legal Services (if applicable) – Report Recommended to General Manager	Sharon Page	June 4, 2012
5.	Other	DCMO – Jake Rupert	May 24, 2012
6.	Program Manager	Danny Page	
7.	Manager	Derrick Moodie	May 14, 2012
8.	Deputy City Manager or Delegate – Report approved to leave Department	John L. Moser	May 23, 2012

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: *Derrick Moodie, Manager/Gestionnaire, Development Review-Rural Services/Examen des projets d'aménagement-Services ruraux, Planning and Growth Management/Urbanisme et Gestion de la croissance (613) 580-2424, 15134 Derrick.Moodie@ottawa.ca*

Stittsville (6)

Ref N°: ACS2012-PAI-PGM-0140

**SUBJECT: EXTENSION OF SERVICES AND FRONT-ENDNG AGREEMENTS–
FERNBANK LANDS**

**OBJET : ENTENTE SUR L'EXTENSION DES SERVICES – TERRES DE
FERNBANK**

REPORT RECOMMENDATIONS

That Planning Committee recommend Council approve:

1. The City to entering into an Extension of Services Agreement with the Fernbank Landowners Group for the installation of trunk sanitary services as set out in Document 2;
2. The City to entering into a Front-Ending Agreement with the Fernbank Landowners Group for the design and construction of a 2.4 kilometre trunk sewer, based on the Front-Ending Principles set forth in Document 3 and the Council Approved Front-Ending Policy in Document 4, with the final form and content of the Front-Ending Agreement to the satisfaction of the Deputy City Manager, Planning and Infrastructure and the City Clerk and Solicitor; and

3. **Payments with upset limits of \$1,000,000 from the 2011 Capital Budget, \$500,000 from the 2013 Capital Forecast, \$500,000 from the 2015 Capital Forecast and \$500,000 from the 2017 Capital Forecast plus applicable taxes and indexing in accordance with the Council Approved Front-Ending Agreement Policy and subject to the execution of a Front-Ending Agreement to the Fernbank Landowners Group for design and construction of the Fernbank Trunk Sanitary Sewer.**

RECOMMANDATIONS DU RAPPORT

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

1. **Autoriser la Ville à conclure une entente de prolongement de services avec le Fernbank Landowners Group visant l'installation d'égouts séparatifs collecteurs, tel que décrit dans le document 2.**
2. **Autoriser la Ville à conclure une entente initiale avec le Fernbank Landowners Group en vue de concevoir et de construire un grand collecteur de 2,4 kilomètres, compte tenu des principes d'entente initiale établis dans le document 3 et sur la politique d'entente initiale approuvée par le Conseil figurant dans le document 4, la forme finale et le contenu de l'entente initiale étant à la satisfaction du directeur municipal adjoint, Urbanisme et Infrastructure, et du greffier municipal et chef du contentieux.**
3. **Autoriser l'affectation d'un montant maximal de 1 000 000 \$ du budget d'immobilisations de 2012, de 500 000 \$ du budget d'immobilisations de 2013, de 500 000 \$ du budget d'immobilisations de 2015 et de 500 000 \$ du budget de travaux d'immobilisation de 2017, taxes applicables et indexation en sus, conformément à politique d'entente initiale approuvée par le Conseil et sous réserve de l'exécution d'une entente initiale avec le Fernbank Landowners Group pour la conception et la construction du grand collecteur de Fernbank.**

BACKGROUND

In 2009, Council approved the Fernbank Community Design Plan (CDP). This CDP provided for a new urban community on 674 hectares of land situated between Kanata and Stittsville. The Plan envisions a new community of approximately 10,000 dwellings along with employment opportunities for 2,500 jobs. Concurrent with the CDP, Council adopted Official Plan Amendment (OPA) No. 77 to set out the planning framework for the development of this community.

Since that time, development applications have been submitted by several landowners south of the TransCanada Trail. While much work has been done to advance these developments, none of the subdivisions can proceed in the absence of trunk sewer upgrades. A Master Servicing Study was prepared in concert with the CDP to provide a planning-level functional design to service the Fernbank Community. The Study was

completed in accordance with the Municipal Class Environmental Assessment Process and concluded that the lands could be serviced using gravity sewers discharging to the Hazeldean Pump Station. To link the development lands to the Pump Station, a new trunk sewer was identified along the northerly limit of the Hydro One Corridor. This corridor is parallel to and immediately south of the TransCanada Trail.

At this time, the landowners wish to install the intended 2.4 kilometre trunk sewer to serve the entire Fernbank Community. This piece of infrastructure will ultimately be assumed and operated by the City. While most of the pipe will be installed on private property, portions of it will be installed on City lands including the TransCanada Trail and Terry Fox Drive. Accordingly, it is necessary for the proponents to enter into an agreement with the City. This report seeks authorization for such an agreement.

The proposed trunk sewer is identified under the City's Development Charges Background Study and the Capital Works Budget envisioned that these works would be completed in stages between 2011 and 2017. The landowners wish to proceed with the entire pipe at this time and have requested reimbursement in accordance with the funding schedule identified in the Capital Works Budget. This report seeks authorization for a second agreement, namely a Front-Ending Agreement.

DISCUSSION

Extension of Services Agreement:

OPA 77 introduced a requirement for the landowners within the Fernbank Community to enter into a private agreement to share or front-end the cost of community facilities. The landowners have entered into such an arrangement and have incorporated as the Fernbank Landowners Group (FLOG). OPA 77 also compels the City to ensure that any landowner requesting development approval within Fernbank demonstrate that they are a party to this cost sharing agreement. FLOG is proposing to construct the sewer on behalf of the landowners and has requested a Servicing Extension Agreement with the City.

The City frequently enters into subdivision agreements as a means of addressing the provision of both on-site and off-site infrastructure. Through such agreements, the City addresses matters such as the standard of work to be completed, the timing of works, provision of securities, inspections and the City's assumption of the infrastructure. The authority to enter into Subdivision Agreements is provided for under the Delegation of Authority By-law, however in this particular instance, the proposed works transcend the boundaries of any individual subdivision and will be proceeding in advance of any of the subdivision agreements. An Extension of Services Agreement with the landowners group is the most appropriate means of addressing the above concerns outside of the context of a subdivision agreement.

Staff have reviewed the plans for the proposed sewer extension and are satisfied with the alignment and detailed design. While the majority of the trunk is located on private property at the north limit of the hydro corridor, it is necessary for a short section to

deflect north and cross the TransCanada Trail in order to avoid undermining one of the hydro towers. This encroachment onto City lands necessitated a Licence of Occupation. During the review of the Licence of Occupation, the Ward Councillor identified a number of concerns relating to the crossing of the TransCanada Trail. A number of conditions have been incorporated into Document 2 to address these matters. The proponent will have to ensure that the TransCanada Trail is operational at all times and that residents are informed of the proposed detour. A number of poplar trees will require removal in one location, however compensatory tree planting will be provided in locations adjacent to the trail and to the satisfaction of the City Forester. Similar to where works are contemplated within a subdivision, securities will be required to ensure the performance of all works. Additional securities will be held for a three year period to cover any settlement following the reinstatement of the TransCanada Trail.

Staff support the use of an Extension of Services Agreement to advance the servicing of the Fernbank lands.

Front-Ending Agreement:

The City's Development Charge Background Study identifies that this 2.4 kilometre trunk sewer initiative was to have been constructed in 2010 based on a total project cost of \$ 2.5 M. The project was not initiated at that time due to the limitations within the Hazeldean Pump Station, however those limitations have since been addressed and the area is under increasing development pressure.

The Capital Works Forecast envisioned that this project will be completed in stages and allocates the \$2.5 M as follows:

- \$1,000,000 in 2011 (or upon completion);
- \$500,000 in 2013;
- \$500,000 in 2015; and
- \$500,000 in 2017.

At this time, FLOG wishes to construct the entire 2.4 kilometre length of trunk sewer. They estimate the cost of this initiative to be \$3.85 M. FLOG will be entitled to a development charges reimbursement to an upset limit of \$2.5 M plus applicable taxes, subject to satisfactory completion of the works and in accordance with the Front-Ending Agreement principles and the Council-approved Front-Ending Policy in Documents 3 and 4 respectively. Should the cost exceed the upset limit, the additional cost shall be borne by FLOG and the City shall not be obligated to compensate for additional costs. Based upon the Capital Works Budget, FLOG will be eligible for reimbursement in accordance with the above noted schedule (2011-2017). In recognition that development will be proceeding across multiple holdings in the Fernbank Lands, staff will review the prospect of advancing this payment schedule in the review of the 2013 Capital Budget Update. FLOG recognizes the current payment schedule and intends to make submissions during the 2013 Budget Review in support of advancing these infrastructure allocations.

Staff supports the use of a Front-Ending Agreement to advance the installation of trunk sewer to support the development of the Fernbank Lands.

RURAL IMPLICATIONS

There are no rural implications associated with this report.

CONSULTATION

The Master Servicing Study identified the proposed works and was carried out in accordance with the Municipal Class Environmental Assessment process. The Fernbank CDP also illustrated the proposed trunk sewers required to service the Fernbank Lands. The CDP was the product of extensive consultation including five public open houses, a Technical Advisory Committee and a Public Advisory Committee.

Public Works Department:

The Public Works Department is supportive of the report recommendations and will work the Planning and Growth Management Department to implement the recommendations subject to approval by Council.

COMMENTS BY THE WARD COUNCILLOR

Councillor Qadri has met with City staff and the proponent's engineers on-site to review the proposed alignment. He identified a number of concerns stemming from possible interruptions to the TransCanada Trail during construction, the removal of trees and the restoration of the Trail. Conditions have been incorporated into Document 2 to address these concerns to the satisfaction of Councillor Qadri.

LEGAL IMPLICATIONS

There are no Legal impediments to the implementation of this report's recommendations. Subject to Council approval, the City will be entering into a standard Front-Ending agreement with the Fernbank Landowners Group to front end the cost of the design and construction of the trunk sewer. The Fernbank Landowners Group will be entitled to reimbursement of costs based on the principles set out in Document 3 and pursuant to the Council approved front ending policy as noted in Document 4. Additionally, the City will be entering into an Extension of Services Agreement for the installation of the trunk sanitary sewer as per the City's standard Subdivision Agreement, further to the details set out in Document 2.

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

FINANCIAL IMPLICATIONS

Reimbursement of design and construction costs for the trunk sewer is outlined in the table below.

The upset limit is based on the 2009 Development Charge Study; and is 90% DC funded and 10% non-DC (rate - sewer) funded. The timing of the payments is based on existing and forecasted budgets for these works.

Funds for the 2012 payment are available within 904987 Fernbank Sanitary Sewer. The remaining requirements will be brought forward through the respective future-year capital budget processes.

Upset Limit	Repayment Criteria
\$982,704 plus applicable taxes	Repayment based on actual costs to the upset limit, subject to satisfactory completion of the works, and no sooner than 2012.
\$517,296 plus applicable taxes and indexing	Repayment based on actual costs to the upset limit, subject to satisfactory completion of the works, and no sooner than 2013.
\$500,000 plus applicable taxes and indexing	Repayment based on actual costs to the upset limit, subject to satisfactory completion of the works, and no sooner than 2015.
\$500,000 plus applicable taxes and indexing	Repayment based on actual costs to the upset limit, subject to satisfactory completion of the works, and no sooner than 2017.
Total: \$2,500,000 plus applicable taxes and indexing	

Public Works department: The financial implications associated with the report recommendations are minimal as there will be securities to cover any possible defaults with the installed infrastructure, remedial works and trees. The operating impact for tree maintenance can be managed within the existing budget.

ACCESSIBILITY IMPACTS

There are no accessibility impacts associated with this report.

ENVIRONMENTAL IMPLICATIONS

There are no accessibility implications associated with this report.

TECHNOLOGY IMPLICATIONS

There are no technology implications associated with this report.

TERM OF COUNCIL PRIORITIES

The Extension of Services Agreement will allow for the installation of trunk services by in a comprehensive and cost effective manner. This initiative aligns with Council's priorities to:

- EP3 Support growth of the local economy
- FS2 Maintain and enhance the City's financial position.

SUPPORTING DOCUMENTATION

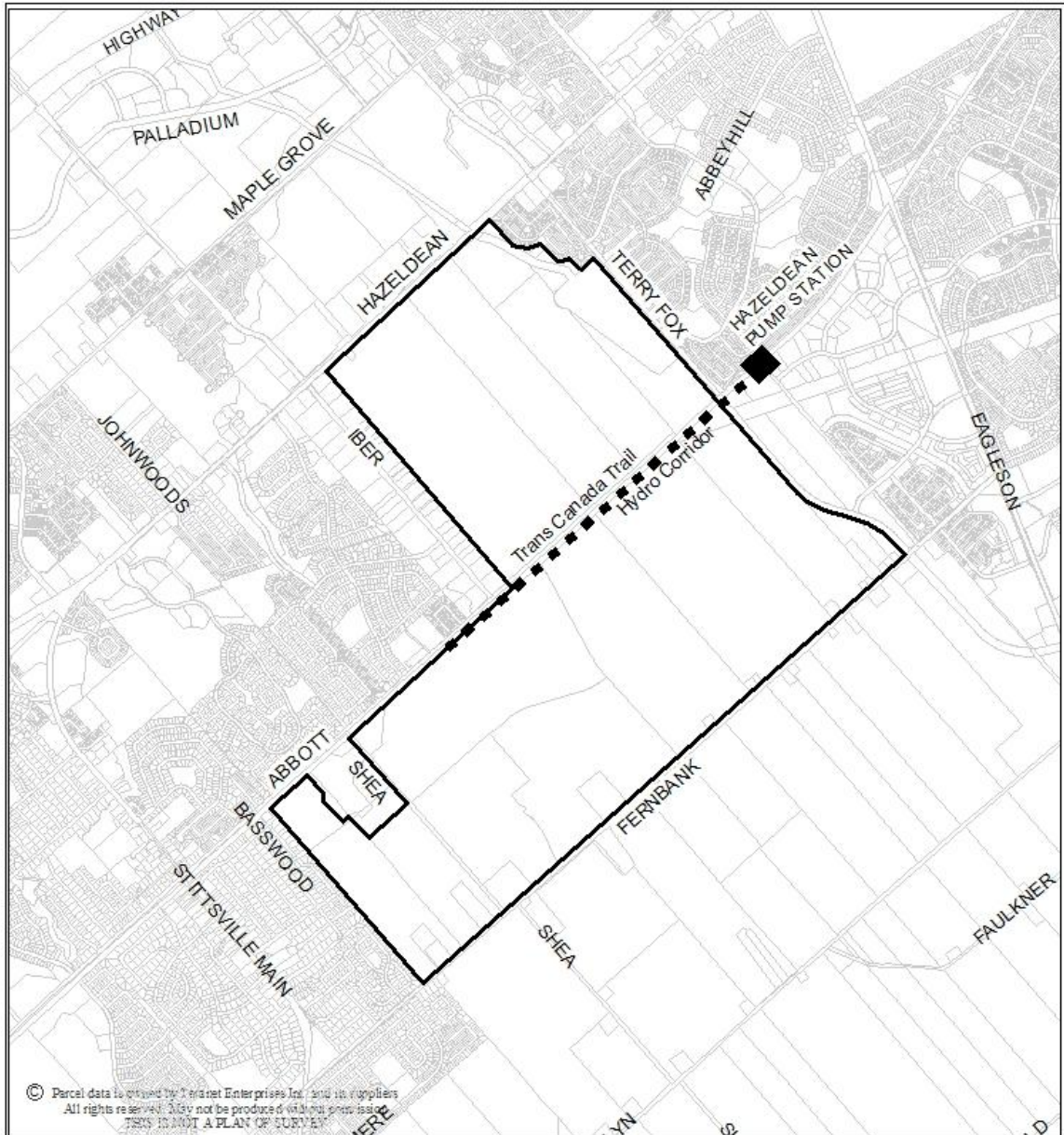
- Document 1 Location Map
- Document 2 Agreement Details
- Document 3 Front-Ending Principles
- Document 4 June 25, 2009 Council Approved Front-Ending Policy

DISPOSITION



City Clerk and Solicitor Department to prepare Extension of Services Agreement and Front-Ending Agreement in consultation with Planning and Growth Management for execution. The Treasurer will earmark funds for repayment as noted in this report.

LOCATION PLAN

DOCUMENT 1



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 <p>Produced by Infrastructure Services and Community Sustainability Produit par les Services d'infrastructure et Viabilité des collectivités</p>	<p>Location Map / Plan de révision Site Plan / Plan de emplacement</p>	<p>Échelle N.T.S. Mètres</p>
<p>D07-XX-XX-XXXX 12-0628-L</p> <p>I:\CO\2012\SITE PLAN\fernbank_trunk</p>	<div style="display: flex; align-items: center; margin-bottom: 10px;"> <div style="border: 2px solid black; width: 30px; height: 20px; margin-right: 10px;"></div> <p>FERNBANK LANDS</p> </div> <div style="display: flex; align-items: center;"> <div style="border-top: 2px dashed black; width: 30px; margin-right: 10px;"></div> <p>Trunk Sanitary Extension</p> </div>	 <p>Scale N.T.S. Metres</p>
<p>MAY 8, 2012</p> <p>REVISION DATE DE RÉVISION</p>		

AGREEMENT DETAILS

DOCUMENT 2

The Extension of Services Agreement shall authorize the installation of a trunk sanitary sewer extending from the Hazeldean Pump Station to a point approximately 2.4 kilometres to the west. The said works shall be carried out in accordance with plans prepared by Novatech Engineering Consultants Ltd, dated January 26, 2012 and approved by the City on March 7, 2012. The Agreement shall address matters such as the standard of work to be completed, the timing of works, provision of securities, inspections and the City's assumption of the infrastructure. The agreement shall be based on the City's Standard Subdivision Agreement with the final form and content being to the satisfaction of the General Manager of Planning and Growth Management and the City Clerk and Solicitor.

The Agreement shall include the following additional requirements:

1. That the Landowners provide standard securities to ensure the installation of all works in accordance with the approved plans.
2. That a minimum of \$10,000 in securities be held by the City for a period of three years to cover any settlement within the restored Trans Canada Trail.
3. That the proponent pay all Engineering Review and Inspection Fees and Legal Fees prior to the execution of the agreement.
4. That the proponent construct a temporary alternative pathway (to the City's satisfaction) to ensure that the Trans Canada Trail is uninterrupted and operational at all times.
5. In accordance with By-law 2006-279, the proponent shall obtain authorization from the Manager of Forestry Services prior to removal of any trees on City property. The proponent shall prepare a tree planting/compensation plan to the satisfaction of the Manager of Forestry Services.
6. In fulfillment of Condition 5, the proponent shall plant a minimum of 10 new trees in location(s) approved by the City. It is understood that such location(s) should be along the Trans Canada Trail or as close to it as possible.
7. That the proponent post signage as soon as approvals are in place notifying users that the Trail will be subject to construction activity starting from XXX to XXX and that an alternate temporary route will be assured at all times through the construction. This signage shall be in place at least two weeks prior to the commencement of the works.
8. Upon completion of the sewer installation, the Proponent shall provide the City with an As-Built Plan for the said works along with an R-Plan delineating a six metre wide (min) easement. The easement must be conveyed to the City prior to the sewer being put into operation.
9. That the proponent obtain a Road Cut Permit prior to undertaking any works within the Terry Fox Drive Right-of-Way.

FRONT-ENDING PRINCIPLES

DOCUMENT 3

1. Fernbank Landowners Group (FLOG) is required to post 100 per cent securities for the full cost of the design and construction of the 2.4 kilometre trunk sanitary sewer extending west from the Hazeldean Pump Station. Such securities may form part of an Extension of Services Agreement.
2. The cost of the 2.4 kilometre trunk sewer is set at an upset limit of \$2,500,000 including engineering and contingencies. Contingent costs incurred shall be justified and include supporting invoices and payment certificates. Should the cost exceed the upset limit, the additional cost shall be borne by FLOG, and the City shall not be obligated to compensate for additional costs.
3. The City will only reimburse FLOG after the works have been granted approval by the City. Reimbursement will take place with an initial payment of \$1,000,000 plus applicable taxes no sooner than 2012 and subsequent payments of \$500,000 plus applicable taxes and indexing no sooner than 2013, 2015 and 2017. It is acknowledged that the foregoing payment schedule may be advanced to coincide with revisions to the Capital Works Budget.
4. The repayment of the construction costs for the 2.4 kilometre trunk sewer shall be pursuant to the Council-approved Front-Ending Policy as referenced under Document 4.
5. FLOG will be entitled to receive indexing pursuant to conditions noted in Document 4, however, there shall be no indexing prior to the completion of the said works.

JUNE 25, 2009 COUNCIL-APPROVED FRONT-ENDING POLICY DOCUMENT 4

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 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 independent analysis of their engineer, 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. Storm water 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 stormwater 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. The development charge portion that will be reimbursed will be indexed yearly in accordance with the rate of indexation pursuant to the Development Charge By-

laws up to the year the capital project has been budgeted. (City Council approved February 7, 2005.)

6. 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.
7. 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".
8. In the case where a developer(s) has front-ended a project that at the discretion of the City benefits other developers, those developers who were not part of the front-ending agreement shall pay all of their development charges owed either at the time of registration of a plan of subdivision or upon the issuance of the first conditional building permit, whichever comes first. (City Council approved July 14, 2004 Motion 16/5.)
9. 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 stormwater 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.
10. 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.
11. 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.
12. 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.

13. 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:
 - a. 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.
 - b. Payment Certificates, including the final certificate, signed by the developer's civil engineer.
 - c. All invoices supporting re-payment for the front-ended works.
 - d. Statutory Declaration.
 - e. Certificate of Substantial Performance.
 - f. Workplace Safety and Insurance Board Clearance Certificate (WSIB).
 - g. Certificate of Publication.
14. 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.
15. 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.