

3. Front-Ending Report – Traffic Control Signal (Bank Street and Rotary Way; Bank Street and Findlay Creek Drive)

Rapport d'entente préalable – Feux de circulation (rue Bank et voie Rotary; rue Bank et promenade Findlay Creek)

COMMITTEE RECOMMENDATIONS, AS AMENDED

That Council:

- 1. delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement with Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. and Tartan Land (North Leitrim) for the design and construction of an upgraded 4-way signalized intersection at Bank Street and Rotary Way as outlined in this report, to an upset limit of \$592,598 excluding applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 1 and 2 and with the final form and content being to the satisfaction of the City Clerk and Solicitor, as amended by the following:**
- a. that the report be modified to remove the word “roundabout” from both tables in the “A. Construction – Intersection roundabout” cell, under the Financial Implications section, so that they read “A. Construction – Intersection”;**
- 2. authorize the financial disbursement to reimburse the design and construction costs incurred by Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. and Tartan Land (North Leitrim) pursuant to the execution of the Front-Ending Agreement;**
- 3. authorize the pre-committal of \$592,598 excluding applicable taxes (the upset limit of the Front-Ending Agreement) from the 2022 Capital Budget/Development Charges Forecast subject to execution of the Front- Ending Agreement;**

4. authorize the expenditure of \$592,598 excluding applicable taxes (upset limit) in accordance with the reimbursement schedule set out in the Front-Ending Agreement;
5. delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement with Claridge Homes (Bank St.) Inc. for the design and construction of an upgraded 4-way signalized intersection at Bank Street and Findlay Creek Drive as outlined in this report, to an upset limit of \$892,872 excluding applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 1 and 2 and with the final form and content being to the satisfaction of the City Clerk and Solicitor;
6. authorize the financial disbursement to reimburse the design and construction costs incurred by Claridge Homes (Bank St.) Inc. pursuant to the execution of the Front-Ending Agreement;
7. authorize the pre-committal of \$892,872 excluding applicable taxes (the upset limit of the Front-Ending Agreement) from the 2022 Capital Budget/Development Charges Forecast subject to execution of the Front-Ending Agreement;
8. authorize the expenditure of \$892,872 excluding applicable taxes (upset limit) in accordance with the reimbursement schedule set out in the Front-Ending Agreement.

RECOMMANDATIONS DU COMITÉ, TELLES QUE MODIFIÉES

Que le Conseil :

1. délègue au directeur général de Planification, Infrastructure et Développement économique le pouvoir de conclure une entente préalable avec Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. et Tartan Land (North Leitrim) en vue de procéder à la conception et à l'aménagement d'un carrefour à quatre branches amélioré, muni de feux de circulation, à l'angle de la rue Bank et de la voie Rotary, comme le décrit le présent rapport, jusqu'à concurrence de 592 598 \$, taxes applicables et indexation en sus,

conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 1 et 2, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général, dans sa version modifiée par ce qui suit :

- a. que la section sur les répercussions financières du rapport soit modifiée pour retirer la mention de « carrefour giratoire » à la cellule « A. Aménagement – Carrefour giratoire à l'intersection » des deux tableaux, qui se lira comme suit : « A. Aménagement – Intersection »;
2. autorise la sortie de fonds nécessaire au remboursement des coûts de conception et de construction engagés par Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. et Tartan Land (North Leitrim), dans le cadre de l'exécution de l'entente préalable;
3. autorise l'engagement préalable d'une somme de 592 598 \$, taxes applicables en sus (la limite maximale de l'entente préalable), provenant du budget d'immobilisations de 2022 et des prévisions de redevances d'aménagement, sous réserve de l'exécution de l'entente préalable;
4. autorise la dépense de 592 598 \$, taxes applicables en sus (la limite maximale de l'entente préalable), conformément au calendrier de remboursement fixé dans l'entente préalable;
5. délègue au directeur général de Planification, Infrastructure et Développement économique le pouvoir de conclure une entente préalable avec Claridge Homes (Bank St.) Inc., en vue de procéder à la conception et à l'aménagement d'un carrefour à quatre branches amélioré, muni de feux de circulation, à l'angle de la rue Bank et de la promenade Findlay Creek, comme le décrit le présent rapport, jusqu'à concurrence de 892 872 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 1 et 2, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général;

6. **autorise la sortie de fonds nécessaire au remboursement des coûts de conception et de construction engagés par Claridge Homes (Bank St.) Inc., dans le cadre de l'exécution de l'entente préalable;**
7. **autorise l'engagement préalable d'une somme de 892 872 \$, taxes applicables en sus (la limite maximale de l'entente préalable), provenant du budget d'immobilisations de 2022 et des prévisions de redevances d'aménagement, sous réserve de l'exécution de l'entente préalable;**
8. **autorise la dépense de 892 872 \$, taxes applicables en sus (la limite maximale de l'entente préalable), conformément au calendrier de remboursement fixé dans l'entente préalable.**

Documentation/Documentation

1. Director's Report, Planning Services, Planning, Infrastructure and Economic Development Department, dated April 10, 2019 (ACS2019-PIE-PS-0041)

Rapport de la directrice, Services de la planification, Direction générale de la planification, de l'Infrastructure et du développement économique, daté le 10 avril 2019 (ACS2019-PIE-PS-0041)
2. Extract of draft Minutes, Planning Committee, April 25, 2019

Extrait de l'ébauche du procès-verbal, Comité de l'urbanisme, le 25 avril 2019

**Report to
Rapport au:**

**Planning Committee / Comité de l'urbanisme
April 25, 2019 / 25 avril 2019**

**and Council / et au Conseil
May 8, 2019 / 8 mai 2019**

**Submitted on April 10, 2019
Soumis le 10 avril 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

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**Ward: GLOUCESTER-SOUTH NEPEAN
(22) / GLOUCESTER-NEPEAN
SUD (22): OSGOOD (20)**

File Number: ACS2019-PIE-PS-0041

**SUBJECT: Front-Ending Report – Traffic Control Signal (Bank Street and Rotary
Way; Bank Street and Findlay Creek Drive)**

**OBJET: Rapport d'entente préalable – Feux de circulation (rue Bank et voie
Rotary; rue Bank et promenade Findlay Creek)**

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 with Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. and Tartan Land (North Leitrim) for the design and construction of an upgraded 4-way signalized intersection at Bank Street and Rotary Way as outlined in this report, to an upset limit of \$592,598 excluding applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 1 and 2 and with the final form and content being to the satisfaction of the City Clerk and Solicitor;
2. Authorize the financial disbursement to reimburse the design and construction costs incurred by Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. and Tartan Land (North Leitrim) pursuant to the execution of the Front-Ending Agreement;
3. Authorize the pre-committal of \$592,598 excluding applicable taxes (the upset limit of the Front-Ending Agreement) from the 2022 Capital Budget/Development Charges Forecast subject to execution of the Front-Ending Agreement;
4. Authorize the expenditure of \$592,598 excluding applicable taxes (upset limit) in accordance with the reimbursement schedule set out in the Front-Ending Agreement;
5. Delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement with Claridge Homes (Bank St.) Inc. for the design and construction of an upgraded 4-way signalized intersection at Bank Street and Findlay Creek Drive as outlined in this report, to an upset limit of \$892,872 excluding applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 1 and 2 and with the final form and content being to the satisfaction of the City Clerk and Solicitor;

6. Authorize the financial disbursement to reimburse the design and construction costs incurred by Claridge Homes (Bank St.) Inc. pursuant to the execution of the Front-Ending Agreement;
7. Authorize the pre-committal of \$892,872 excluding applicable taxes (the upset limit of the Front-Ending Agreement) from the 2022 Capital Budget/Development Charges Forecast subject to execution of the Front-Ending Agreement;
8. Authorize the expenditure of \$892,872 excluding applicable taxes (upset limit) in accordance with the reimbursement schedule set out in the Front-Ending Agreement.

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 avec Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. et Tartan Land (North Leitrim) en vue de procéder à la conception et à l'aménagement d'un carrefour à quatre branches amélioré, muni de feux de circulation, à l'angle de la rue Bank et de la voie Rotary, comme le décrit le présent rapport, jusqu'à concurrence de 592 598 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 1 et 2, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général;
2. Autoriser la sortie de fonds nécessaire au remboursement des coûts de conception et de construction engagés par Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. et Tartan Land (North Leitrim), dans le cadre de l'exécution de l'entente préalable;
3. Autoriser l'engagement préalable d'une somme de 592 598 \$, taxes applicables en sus (la limite maximale de l'entente préalable), provenant du budget d'immobilisations de 2022 et des prévisions de redevances d'aménagement, sous réserve de l'exécution de l'entente préalable;
4. Autoriser la dépense de 592 598 \$, taxes applicables en sus (la limite

maximale de l'entente préalable), conformément au calendrier de remboursement fixé dans l'entente préalable;

5. **Déléguer au directeur général de Planification, Infrastructure et Développement économique le pouvoir de conclure une entente préalable avec Claridge Homes (Bank St.) Inc., en vue de procéder à la conception et à l'aménagement d'un carrefour à quatre branches amélioré, muni de feux de circulation, à l'angle de la rue Bank et de la promenade Findlay Creek, comme le décrit le présent rapport, jusqu'à concurrence de 892 872 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 1 et 2, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général;**
6. **Autoriser la sortie de fonds nécessaire au remboursement des coûts de conception et de construction engagés par Claridge Homes (Bank St.) Inc., dans le cadre de l'exécution de l'entente préalable;**
7. **Autoriser l'engagement préalable d'une somme de 892 872 \$, taxes applicables en sus (la limite maximale de l'entente préalable), provenant du budget d'immobilisations de 2022 et des prévisions de redevances d'aménagement, sous réserve de l'exécution de l'entente préalable;**
8. **Autoriser la dépense de 892 872 \$, taxes applicables en sus (la limite maximale de l'entente préalable), conformément au calendrier de remboursement fixé dans l'entente préalable.**

BACKGROUND

The Leitrim Land Owners Group (LLOG) includes Tartan, The Regional Group, Claridge Homes (Bank St.) Inc. and Urbandale Corporation. A Master Transportation Study (MTS) was completed in 2017 to support the following developments: 3100 Leitrim Road, 4660 Bank Street, 4798 Bank Street, 4747 Banks Street, 4789 Bank Street and 4791 Bank Street, 4840 Bank Street and 4800 Bank Street. These developments will have partial frontage along Bank Street.

The LLOG intends to develop approximately 4000 residential units and 40 acres of commercial lands at a rate of 300 units per year until 2031. Many of these residential

units and commercial land will require access and egress to Bank Street and this will be accomplished with a network of proposed collector roads which will intersect with Bank Street. These proposed intersections will require traffic signal controls and auxiliary lanes to allow safe and efficient movement.

With the anticipation of future development, the Bank Street Environmental Assessment was completed in 2014 and covered Bank Street from Leitrim Road to the southern urban boundary. The environmental assessment will be used as a basis for future road works for all intersections with Bank Street.

The LLOG agreed in 2017 to complete the design and construction of six subdivision intersections with Bank Street, subject to recovery of funding as per the 2014 Development Charge Bylaw. Each subdivider will be responsible for their own intersection to be refunded through development charges. Two of the six intersections, Bank Street at Rotary Way and Bank Street at Findlay Creek Drive, will require interim works until Bank Street is widened.

DISCUSSION

On arterial roads, traffic signals and intersection modifications, required to meet the needs of projected development growth and resultant increased traffic, are considered to be development charges projects, subject to meeting warrants.

The intersection of Bank Street and Rotary Way is currently signalized but will require a fourth leg to provide access to Tartan's Barret Lands Development at 3100 Leitrim Road. The study determined that this fourth, signalized leg will be required in 2022 to provide safe and efficient access and egress.

The intersection of Bank Street and Findlay Creek Drive is currently signalized but will also require a fourth leg to provide access to Claridge Homes (Bank St.) Inc development at 4789 Bank Street. The study determined that this fourth, signalized leg will be required in 2022 to provide safe and efficient access and egress to the subdivision.

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

Councillors Darouze and Meehan fully support the installation of the traffic signals.

LEGAL IMPLICATIONS

There are no legal impediments to the implementation of the recommendations of this report. Subject to Council approval, the City will be entering into standard Front-Ending agreements with the respective developers to front end the cost of the design and construction of upgraded four-way intersections at Bank Street and Rotary Way and at Bank Street and Findlay Creek Drive. The developers will be entitled to reimbursement of costs based on the principles set out in Document 1 and pursuant to the Council approved front ending policy as noted in Document 2.

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 Front-Ending Agreements with the Developers associated with the adjacent Plans of Subdivision for the design and construction of a 4-way signalized intersection at Bank Street and Rotary Way 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 2014

Development Charges Background Study and the Development Charges Amended Background Study: Transit and Roads Related Services.

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.

Bank Street and Rotary Way

Development Charge Item Number 1.XXX31	Up-Set Limit (excluding applicable taxes)
A. Construction – Intersection roundabout (revised per Motion N° PLC 2019 6/1)	\$423,284
B. 15% Engineering	\$63,493
C.10% Project management	\$42,328
D. 15% Contingency	\$ 63,493
Total	\$592,598

Bank Street and Findlay Creek Drive

Development Charge Item Number 1.XXX30	Up-Set Limit (excluding applicable taxes)
A. Construction – Intersection roundabout (revised per Motion N° PLC 2019 6/1)	\$637,766
B. 15% Engineering	\$95,665
C.10% Project management	\$63,776
D. 15% Contingency	\$ 95,665
Total	\$892,872

Pending Council approval for the City to enter into the Front-Ending Agreement,

capital accounts will be established with budget authorities of the upset limits, 100% funded by development charges.

The estimated annual operating costs are \$9,000 per intersection.

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

Document 2 Council Approved Front-Ending Policy

Document 3 Location Map

DISPOSITION

Legislative Services, Office of the City Clerk and Solicitor to notify Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc., Tartan Land (North Leitrim) and Claridge Homes (Bank St.) Inc. of the City Council's decision.

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. Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. and Tartan Land (North Leitrim) is required to post 100 per cent securities for the full cost of the design and construction of traffic signals for the intersections of Bank Street and Rotary Way, including all associated works, estimated at \$592,598 including engineering, land remuneration, project management and contingences, and excluding applicable taxes.
2. The cost of the intersection of Bank Street and and Rotary Way, including all associated works, is set at an upset limit of \$592,598 including engineering, land remuneration, project management and contingencies, and excluding applicable taxes. All costs incurred shall be justified and include supporting invoices and payment certificates.
3. The City will reimburse Findlay Creek Properties (North) Ltd., Tartan Homes (North Leitrim) Inc. and Tartan Land (North Leitrim) after the works have been accepted by the City. Reimbursement will take place in 2022, provided the applicant satisfies all requirements in accordance with the Council approved Front-Ending Policies in Document 2.
4. The repayment of construction costs for the traffic signals of the Bank Street and Rotary Way intersection shall be pursuant to Council-approved Front-Ending Agreement Policy as referenced under Document 2.
5. Claridge Homes (Bank St.) Inc. is required to post 100 per cent securities for the full cost of the design and construction of traffic signals for the intersections of Bank Street and Findlay Creek Drive, including all associated works, estimated at \$892,872 including engineering, land remuneration, project management and contingences, and excluding applicable taxes.
6. The cost of the intersection of Bank Street and and Findlay Creek Drive including all associated works, is set at an upset limit of \$892,872 including engineering, land remuneration, project management and contingencies, and excluding applicable taxes. All costs incurred shall be justified and include supporting invoices and payment certificates.

7. The City will reimburse Claridge Homes (Bank St.) Inc. after the works have been accepted by the City. Reimbursement will take place in 2022, provided the applicant satisfies all requirements in accordance with the Council approved Front-Ending Policies in Document 2.

8. The repayment of construction costs for the traffic signals of the Bank Street and Findlay Creek Drive intersection 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 Map



		LOCATION MAP / PLAN DE LOCALISATION FRONT ENDING AGREEMENT / ACCORD DE FINANCEMENT INITIAL	
D07-16-17-0002	19-0360-X		
D07-16-17-0007			
I:\CO\2019\Front\Bank_Rotary_FindlayCreek		 Bank Street and Rotary Way, Bank Street and Findlay Creek Drive / rue Bank et voie Rotary, rue Bank et promenade Findlay Creek	
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