

**7. FRONT ENDING REPORT – DESIGN AND CONSTRUCTION OF CAMPEAU DRIVE EXTENSION (PALLADIUM TO DIDSBURY)**

**RAPPORT PRÉLIMINAIRE SUR LA CONCEPTION ET LES TRAVAUX DE PROLONGEMENT DE LA PROMENADE CAMPEAU (ALLANT DE LA PROMENADE PALLADIUM À LA PROMENADE DIDSBURY)**

**COMMITTEE RECOMMENDATIONS**

**That Council:**

- 1. delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into Front-Ending Agreements with the following developers for design and construction of the Campeau Drive Extension from Didsbury Drive to Huntmar Drive, including associated stormwater infrastructure to accommodate the Campeau Drive road drainage, as outlined in this report and in Document 1, to a total upset limit of \$5,695,114 plus applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 4 and 5 and with the final form and content being to the satisfaction of the City Clerk and Solicitor, and distributed as follows;**
  - a. Taggart Commercial Properties Ltd. for design and construction of approximately 280 metres of two lanes of the Campeau Drive Extension from Didsbury Drive to the Carp River to an upset limit of \$1,345,040 plus applicable taxes;**
  - b. Minto Properties Inc. for design and construction of approximately 260 metres of two lanes of the Campeau Drive Extension from Huntmar Drive to Country Glen Drive to an upset limit of \$1,501,592 plus applicable taxes; and**
  - c. RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC. for design and construction of 640 metres of road including the roundabout at Campeau Drive and Huntmar Drive to an upset limit of \$2,848,482 plus applicable taxes.**
- 2. delegate authority to the General Manager, Planning, Infrastructure**

**and Economic Development Department, to enter into Front-Ending Agreements with the following developers for design and construction of the Palladium to Campeau Drive Widening and Realignment from Palladium to Huntmar Drive, and including associated stormwater infrastructure to accommodate the Palladium/Campeau Drive road drainage, as outlined in this report and in Document 1, to an upset limit of \$2,872,000 plus applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 4 and 5 and with the final form and content being to the satisfaction of the City Clerk and Solicitor, and distributed as follows;**

- a. West Ottawa Land Holdings and West Ottawa Land Holdings 2 for design and construction of approximately 1,180 metres of the Palladium to Campeau Drive Widening and Realignment from Palladium to Huntmar Drive, including a roundabout on Palladium Drive to an upset limit of \$2,329,973 plus applicable taxes; and**
  - b. RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC. for design and construction of approximately 500 metres of the Palladium to Campeau Drive Widening and Realignment to an upset limit of \$542,027 plus applicable taxes.**
- 3. delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement with RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC for design and construction of approximately 275 metres of Huntmar Drive Widening from Campeau to north of Highway 417, and including associated stormwater infrastructure to accommodate the Campeau Drive road drainage, as outlined in this report and in Document 1, to an upset limit of \$983,614 plus applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 4 and 5 and with the final form and content being to the satisfaction of the City Clerk and Solicitor; and**
  - 4. authorize the financial disbursement to reimburse the design and construction costs incurred by the above pursuant to the execution**

of the Front-Ending Agreement(s).

### **RECOMMANDATIONS DU COMITÉ**

Que le Conseil municipal :

1. **délègue au directeur général, Planification, Infrastructure et Développement économique, l'autorité nécessaire pour conclure une entente préalable avec les promoteurs suivants en vue de procéder à la conception et aux travaux de prolongement de la promenade Campeau, allant de la promenade Didsbury à la promenade Huntmar, y compris la construction des égouts pluviaux locaux sous la promenade Campeau afin de permettre le drainage de la chaussée, comme il est précisé dans le présent rapport et dans le document 1, jusqu'à concurrence de 5 695 114 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 4 et 5, dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général, et selon la répartition suivante :**
  - a. **Taggart Commercial Properties Ltd., en vue de procéder à la construction d'un tronçon à deux voies d'environ 280 mètres pour le prolongement de la promenade Campeau, allant de la promenade Didsbury à la rivière Carp, jusqu'à concurrence de 1 345 040 \$, taxes applicables en sus;**
  - b. **Minto Properties Inc., en vue de procéder à la conception et à la construction d'un tronçon à deux voies de 260 mètres pour le prolongement de la promenade Campeau, allant de la promenade Huntmar à la promenade Country Glen, jusqu'à concurrence de 1 501 592 \$, taxes applicables en sus;**
  - c. **RioCan Holdings (TJV) Inc. et 1633272 Alberta ULC., en vue de procéder à la conception et à la construction d'un tronçon de 640 mètres, y compris le carrefour giratoire à l'angle de la promenade Campeau et de la promenade Huntmar, jusqu'à concurrence de 2 848 482 \$, taxes applicables en sus.**

- 2. délègue au directeur général, Planification, Infrastructure et Développement économique, l'autorité nécessaire pour conclure une entente préalable avec les promoteurs suivants en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon reliant la promenade Palladium à la promenade Campeau, et à la modification du tracé d'un tronçon reliant la promenade Palladium à la promenade Huntmar, notamment la construction des égouts pluviaux locaux sous la promenade Palladium et la promenade Campeau afin de permettre le drainage de la chaussée, comme il est précisé dans le présent rapport et dans le document 1, jusqu'à concurrence de 2 872 000 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 4 et 5, dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général, selon la répartition suivante :**

  - a. West Ottawa Land Holdings et West Ottawa Land Holdings 2, en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon d'environ 1 180 mètres reliant la promenade Palladium à la promenade Campeau, et à la modification du tracé d'un tronçon reliant la promenade Palladium à la promenade Huntmar, notamment le carrefour giratoire sur la promenade Palladium, jusqu'à concurrence de 2 329 973 \$, taxes applicables en sus;**
  - b. RioCan Holdings (TJV) Inc. et 1633272 Alberta ULC., en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon d'environ 500 mètres reliant la promenade Palladium à la promenade Campeau et à la modification de son tracé, jusqu'à concurrence de 542 027 \$, taxes applicables en sus.**
- 3. délègue au directeur général, Planification, Infrastructure et Développement économique, l'autorité nécessaire pour conclure une entente préalable avec RioCan Holdings (TJV) Inc. et 1633272 Alberta ULC en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon d'environ 275 mètres de la promenade Huntmar, allant de la promenade Campeau jusqu'au nord de l'autoroute 417, notamment la construction des égouts pluviaux**

**locaux sous la promenade Campeau afin de permettre le drainage de la chaussée, comme il est précisé dans le présent rapport et dans le document 1, jusqu'à concurrence de 983 614 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 4 et 5, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général;**

- 4. autorise la sortie des fonds nécessaires au remboursement des coûts de conception et de construction engagés par les promoteurs susmentionnés, dans le cadre de l'exécution des ententes préalables.**

#### DOCUMENTATION/DOCUMENTATION

1. Director's report, Planning Services, Planning, Infrastructure and Economic Development Department dated 19 September 2017 (ACS2017-PIE-PS-0097)  
  
Rapport de la Directrice, Services de la planification, Direction générale de la planification, de l'infrastructure et du développement économique, daté le 19 septembre 2017 (ACS2017-PIE-PS-0097)
2. Summary of Written and Oral Submissions to be issued separately with the Council agenda for its meeting of 25 October 2017, as part of the Summary of Oral and Written Public Submissions for Items Subject to Bill 73 'Explanation Requirements'  
  
Résumé des observations écrites et orales à distribuer séparément avec l'ordre du jour de la réunion du 25 octobre 2017 du Conseil, comme faisant partie du Résumé des observations orales et écrites du public sur les questions assujetties aux « exigences d'explication » aux termes de la Loi 73.

**Report to  
Rapport au:**

**Planning Committee / Comité de l'urbanisme  
September 26, 2017 / 26 septembre 2017**

**and Council / et au Conseil  
October 11, 2017 / 11 octobre 2017**

**Submitted on September 19, 2017  
Soumis le 19 septembre 2017**

**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**

**Report Author / Auteur du rapport:  
David Wise,  
Program Manager/Gestionnaire de Programme, Zoning and Interpretation Unit /  
Unité examen des demandes d'aménagement services suburbains  
(613) 580-2424, 13877, david.wise@ottawa.ca**

**Ward: KANATA NORTH (4) / KANATA  
NORD (4)**

**File Number: ACS2017-PIE-PS-0097**

**SUBJECT: Front Ending Report – Design and Construction of Campeau Drive  
Extension (Palladium to Didsbury)**

**OBJET: Rapport préliminaire sur la conception et les travaux de  
prolongement de la promenade Campeau (allant de la promenade  
Palladium à la promenade Didsbury)**

## REPORT RECOMMENDATIONS

That Planning Committee recommend that Council:

1. Delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into Front-Ending Agreements with the following developers for design and construction of the Campeau Drive Extension from Didsbury Drive to Huntmar Drive, including associated stormwater infrastructure to accommodate the Campeau Drive road drainage, as outlined in this report and in Document 1, to a total upset limit of \$5,695,114 plus applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 4 and 5 and with the final form and content being to the satisfaction of the City Clerk and Solicitor, and distributed as follows;
  - a. Taggart Commercial Properties Ltd. for design and construction of approximately 280 metres of two lanes of the Campeau Drive Extension from Didsbury Drive to the Carp River to an upset limit of \$1,345,040 plus applicable taxes;
  - b. Minto Properties Inc. for design and construction of approximately 260 metres of two lanes of the Campeau Drive Extension from Huntmar Drive to Country Glen Drive to an upset limit of \$1,501,592 plus applicable taxes; and
  - c. RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC. for design and construction of 640 metres of road including the roundabout at Campeau Drive and Huntmar Drive to an upset limit of \$2,848,482 plus applicable taxes.
2. Delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into Front-Ending Agreements with the following developers for design and construction of the Palladium to Campeau Drive Widening and Realignment from Palladium to Huntmar Drive, and including associated stormwater infrastructure to accommodate the Palladium/Campeau Drive road drainage, as outlined in this report and in Document 1, to an upset limit of \$2,872,000 plus applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 4 and 5 and with

**the final form and content being to the satisfaction of the City Clerk and Solicitor, and distributed as follows;**

- a. West Ottawa Land Holdings and West Ottawa Land Holdings 2 for design and construction of approximately 1,180 metres of the Palladium to Campeau Drive Widening and Realignment from Palladium to Huntmar Drive, including a roundabout on Palladium Drive to an upset limit of \$2,329,973 plus applicable taxes; and**
  - b. RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC. for design and construction of approximately 500 metres of the Palladium to Campeau Drive Widening and Realignment to an upset limit of \$542,027 plus applicable taxes.**
- 3. Delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department, to enter into a Front-Ending Agreement with RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC for design and construction of approximately 275 metres of Huntmar Drive Widening from Campeau to north of Highway 417, and including associated stormwater infrastructure to accommodate the Campeau Drive road drainage, as outlined in this report and in Document 1, to an upset limit of \$983,614 plus applicable taxes and indexing, in accordance with the Front-Ending Agreement Principles and Policy set forth in Documents 4 and 5 and with the final form and content being to the satisfaction of the City Clerk and Solicitor; and**
  - 4. Authorize the financial disbursement to reimburse the design and construction costs incurred by the above pursuant to the execution of the Front-Ending Agreement(s).**

#### **RECOMMANDATIONS DU RAPPORT**

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

- 1. Déléguer au directeur général, Planification, Infrastructure et Développement économique, l'autorité nécessaire pour conclure une entente préalable avec les promoteurs suivants en vue de procéder à la conception et aux travaux de prolongement de la promenade Campeau, allant de la promenade Didsbury à la promenade Huntmar, y compris la**



construction des égouts pluviaux locaux sous la promenade Campeau afin de permettre le drainage de la chaussée, comme il est précisé dans le présent rapport et dans le document 1, jusqu'à concurrence de 5 695 114 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 4 et 5, dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général, et selon la répartition suivante :

- a. Taggart Commercial Properties Ltd., en vue de procéder à la construction d'un tronçon à deux voies d'environ 280 mètres pour le prolongement de la promenade Campeau, allant de la promenade Didsbury à la rivière Carp, jusqu'à concurrence de 1 345 040 \$, taxes applicables en sus;
  - b. Minto Properties Inc., en vue de procéder à la conception et à la construction d'un tronçon à deux voies de 260 mètres pour le prolongement de la promenade Campeau, allant de la promenade Huntmar à la promenade Country Glen, jusqu'à concurrence de 1 501 592 \$, taxes applicables en sus;
  - c. RioCan Holdings (TJV) Inc. et 1633272 Alberta ULC., en vue de procéder à la conception et à la construction d'un tronçon de 640 mètres, y compris le carrefour giratoire à l'angle de la promenade Campeau et de la promenade Huntmar, jusqu'à concurrence de 2 848 482 \$, taxes applicables en sus.
2. Déléguer au directeur général, Planification, Infrastructure et Développement économique, l'autorité nécessaire pour conclure une entente préalable avec les promoteurs suivants en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon reliant la promenade Palladium à la promenade Campeau, et à la modification du tracé d'un tronçon reliant la promenade Palladium à la promenade Huntmar, notamment la construction des égouts pluviaux locaux sous la promenade Palladium et la promenade Campeau afin de permettre le drainage de la chaussée, comme il est précisé dans le présent rapport et dans le document 1, jusqu'à concurrence de 2 872 000 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 4 et 5, dont la forme et le

contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général, selon la répartition suivante :

- a. **West Ottawa Land Holdings et West Ottawa Land Holdings 2, en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon d'environ 1 180 mètres reliant la promenade Palladium à la promenade Campeau, et à la modification du tracé d'un tronçon reliant la promenade Palladium à la promenade Huntmar, notamment le carrefour giratoire sur la promenade Palladium, jusqu'à concurrence de 2 329 973 \$, taxes applicables en sus;**
  - b. **RioCan Holdings (TJV) Inc. et 1633272 Alberta ULC., en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon d'environ 500 mètres reliant la promenade Palladium à la promenade Campeau et à la modification de son tracé, jusqu'à concurrence de 542 027 \$, taxes applicables en sus.**
3. **Déléguer au directeur général, Planification, Infrastructure et Développement économique, l'autorité nécessaire pour conclure une entente préalable avec RioCan Holdings (TJV) Inc. et 1633272 Alberta ULC en vue de procéder à la conception et aux travaux d'élargissement d'un tronçon d'environ 275 mètres de la promenade Huntmar, allant de la promenade Campeau jusqu'au nord de l'autoroute 417, notamment la construction des égouts pluviaux locaux sous la promenade Campeau afin de permettre le drainage de la chaussée, comme il est précisé dans le présent rapport et dans le document 1, jusqu'à concurrence de 983 614 \$, taxes applicables et indexation en sus, conformément aux principes et à la politique de l'entente préalable énoncés dans les documents 4 et 5, et dont la forme et le contenu définitifs seront à la satisfaction du greffier municipal et de l'avocat général.**
  4. **Autoriser la sortie des fonds nécessaires au remboursement des coûts de conception et de construction engagés par les promoteurs susmentionnés, dans le cadre de l'exécution des ententes préalables.**

## **EXECUTIVE SUMMARY**

This report is to provide authority to enter into Front-Ending Agreements with area developers with respect to major capital works associated with implementation of the

Kanata West major road network. In 2003, Council approved the Kanata West Concept Plan (KWCP), as amended. Through the KWCP a Master Transportation Plan was approved, and included several major road projects required to support the land-uses and densities envisioned in the KWCP.

Minto's Arcadia subdivision, Taggart Business Park, Rio-Can Tanger Retail Outlet, and the Kanata Commons retail plaza required the advancement of construction of portions of Campeau Drive, Realignment of Palladium Drive and widening of Huntmar Drive ahead of the timelines as identified in the Transportation Master Plan and Development Charge (DC) Background Study. Constructed segments include from Palladium through to Country Glen, and then from the Carp River through to Didsbury, with exception of the Carp River bridge crossing, to coincide with other infrastructure works required to allow these developments to proceed.

The area of work overlaps with three separate DC projects including the Campeau Extension, Palladium Widening, and Huntmar Widening. Design and Construction proceeded on these segments per Subdivision Agreement with individual developers, subject to review and inspection, and included local storm sewers within Campeau Drive to accommodate the Campeau Drive road drainage (see Document 1) and related oversizing of stormwater facilities to accommodate the arterial road drainage.

The Developers of the related Plans of Subdivision have constructed these works through Plans of Subdivision, and in line with the scope of works associated with the capital project for the Campeau Drive Extension. Similarly, design for the Palladium realignment and widening from Highway 417 through to the Huntmar/Campeau intersection were advanced through the Plan of Subdivision associated with the Taggart Business Park and subject to the formal review process associated with that development application process.

The developers are now requesting to enter into Front-Ending Agreement(s) with the City for reimbursement of costs associated with these DC projects. Specifically, for the portions of the Campeau Drive Extension (DC Item 1.1234A4, project no.903196) as described above, the Palladium Realignment (DC Item 1.13144) and Huntmar widening (DC Item 1.1304A4).

## **RÉSUMÉ**

Le présent rapport a pour objet de conférer l'autorité nécessaire en vue de conclure des ententes préalables avec des promoteurs de la région au sujet des importants travaux

d'investissement pour la mise en place du réseau de grandes voies à Kanata-Ouest. En 2003, le Conseil municipal a approuvé le Plan conceptuel de Kanata-Ouest (PCKO), une fois modifié. Le Plan directeur des transports, approuvé dans le cadre du PCKO, fait mention de plusieurs projets routiers importants requis pour faire face aux prévisions d'utilisation du sol et de densités du PCKO.

Le lotissement Arcadia de Minto, le parc d'affaires Taggart, le centre commercial Rio-Can Tanger Outlet et le centre commercial Kanata Commons ont nécessité l'avancement des travaux de construction de tronçons de la promenade Campeau, de modification du tracé de la promenade Palladium et d'élargissement de la promenade Huntmar avant les délais fixés dans le Plan directeur des transports et dans l'Étude préliminaire sur les redevances d'aménagement (RA). Les tronçons où des travaux ont été réalisés vont de la promenade Palladium à la promenade Country Glen, puis de la rivière Carp à la promenade Didsbury, à l'exception du pont de la rivière Carp, coïncidant ainsi avec d'autres travaux d'infrastructure requis pour la concrétisation des aménagements susmentionnés.

Le secteur où auront lieu les travaux chevauche trois projets distincts de RA, c'est-à-dire le prolongement de la promenade Campeau, l'élargissement de la promenade Palladium et l'élargissement de la promenade Huntmar. Les travaux de conception et de construction ont été réalisés à ces tronçons dans le cadre d'un accord de lotissement passé avec chaque promoteur, sous réserve d'examen et d'inspection, et comprenaient la construction des égouts pluviaux locaux sous la promenade Campeau afin d'y permettre le drainage de la chaussée (voir le document 1) de même que le surdimensionnement nécessaire des égouts pluviaux afin de recueillir les eaux d'écoulement de cette artère.

Les promoteurs des plans de lotissement connexes ont procédé à ces travaux par voie de plans de lotissement et conformément à la portée des travaux associés au projet d'investissement du prolongement de la promenade Campeau. De même, la conception du nouveau tracé de la promenade Palladium et son élargissement entre l'autoroute 417 et l'intersection des promenades Huntmar et Campeau ont été avancés dans le cadre du plan de lotissement associé au centre d'affaires Taggart et doivent faire l'objet du processus officiel d'examen effectué au cours du processus de demande d'aménagement.

Les promoteurs demandent à présent de conclure des ententes préalables avec la Ville en vue du remboursement des coûts liés à ces projets de RA, précisément en ce qui

concerne les parties du prolongement de la promenade Campeau (point 1.1234A4 des RA, projet n° 903196) selon la description ci-dessus, la modification du tracé de la promenade Palladium (point 1.13144 des RA) et l'élargissement de la promenade Huntmar (point 1.1304A4 des RA).

## **BACKGROUND**

In 2003, Council approved the amended Kanata West Concept Plan (KWCP). This concept plan provided a plan for a new developing community on 725 hectares of land straddling Highway 417, bound by Hazeldean Road to the south, the Urban Boundary to the north, Didsbury Road and the Stittsville boundary to the west as shown in Document 2. The KWCP focuses on a full complement of opportunities for people to live, work, play and learn. The plan envisions a community of approximately 5,000 residential units and approximately 25,000 jobs in a mix of office, housing, retail, institutional, entertainment and leisure activities. Concurrent with the KWCP, Council adopted Official Plan Amendment (OPA) No. 9 to set out the planning framework for the development of this community.

Through the KWCP a Master Servicing Plan and Master Transportation Plan were approved, and included several major sanitary, watermain, stormwater and road projects required to support the land-uses and densities envisioned in the KWCP.

Recent development within the northwest quadrant of Kanata West triggered the need to construct several of these major projects in advance of the timelines as identified in the Transportation Master Plan. Specifically:

- Phase 1 and Phase 1A of Minto Communities Inc. (Minto) residential subdivision (Plan 4M-1502), known as Arcadia, was registered on October 9, 2013;
- Phase 2 of Minto Arcadia was registered on May 7, 2015 (Plan 4M-1535), and is comprised of an additional 358 residential units;
- The Kanata Commons Plan of Subdivision (Plan 4M-1540) containing lots identified for business and commercial uses, was registered on June 10, 2015;
- The Rio-Can Plan of Subdivision (Plan 4M-1554) providing lots identified for the Tanger Retail Outlet project, was registered on February 2, 2016; and

- The Taggart Business Park Plan of Subdivision (Plan 4M-1566) containing 27 lots for business and commercial uses, including the Cabela's retail store (a Capital Investment Track Priority project), was registered on June 7, 2016.

These developments required the advancement of construction of portions of Campeau Drive, Realignment of Palladium Drive and widening of Huntmar Road ahead of the timelines as identified in the Transportation Master Plan and Development Charges Background Study. Constructed segments include from Palladium through to Country Glen, and then from the Carp River through to Didsbury, with exception of the Carp River bridge crossing, to coincide with other infrastructure works required to allow these developments to proceed.

There are three DC (Development Charge) projects involved in the overall works conducted in support of development:

1. Campeau Drive Extension (DC Item 1.1234A4) – Huntmar to Didsbury (budget year 2015-2016)
2. Palladium Drive Realignment (DC Item 1.13144) – Huntmar to N/S Arterial (budget year 2026-2031)
3. Huntmar Widening (DC Item 1.1304A4) – Campeau to Cyclone Taylor (budget year 2026-2031)

The majority of the work has occurred under Project 1 - DC Item 1.1234A4, Campeau Drive Extension which was contemplated to run from Huntmar Drive to Didsbury. A preliminary design was prepared which contemplated transitions back to a two-lane configuration 120 metres west of the Huntmar roundabout, and 80 metres south to the crossing of Highway 417. The four-laning of these works, including signalization of intersections associated with the Tanger retail development, has occurred in advance of the timelines and design originally proposed, and would need to be encompassed by the relevant DC accounts of the other projects, and subject to their repayment years.

Design and Construction proceeded on these segments per Subdivision Agreement with individual developers, subject to review and inspection, and included local storm sewers within Campeau Drive to accommodate the Campeau Drive road drainage (see Document 1) and related oversizing of stormwater facilities to accommodate the arterial road drainage.

The developers of the related Plans of Subdivision have constructed these works and were authorized to do so per the terms of the Subdivision Agreements registered on the dates as noted above, and in line with the scope of works associated with the capital project for the Campeau Drive Extension as identified in the Transportation Master Plan, for which a capital budget had already been determined. This was done through the Plan of Subdivision process as much of the future Campeau Extension right-of-way is located directly on lands owned by the Developers and were directly required by the Developers for construction of the access and servicing to allow for development of their lands. The right-of-ways were transferred to the City upon registration of the applicable Plans of Subdivision.

Similarly, the design for the Palladium realignment and widening from Highway 417 through to the Huntmar/Campeau intersection were advanced through the Plan of Subdivision associated with the Taggart Business Park and subject to the formal review process associated with that development application process. The limits of each project, and the developer area of responsibilities are shown in Document 2.

The design review for the road construction occurred as a part of the detailed design review process of these subdivisions and was subject to a full regulatory review and permitting process, similar to other major pieces of capital facilities to be turned over to the City, including stormwater facilities. However, these works were constructed at the financial risk of the Developers with no obligation from the City to repay for these works – reimbursement is subject to Council authorization with respect to the horizon years as outlined in the Development Charges Background Study and was conditioned as such in each of the relevant Subdivision Agreements. In order to be repaid for these works from monies collected under the Development Charge By-law, the developers are now required to enter into Front-Ending Agreements to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development. Repayment will not occur until after final acceptance and assumption of each of these works in accordance with the Council-Approved Front-Ending Policy (Document 5).

Campeau Drive and the Palladium Drive realignment and widening has been designed per City standards, has been reviewed by the City through the Plan of Subdivision process, and has been constructed with inspection and full securities. Front-Ending Agreements are now required to connect the actual construction costs of the road works as identified in the Plans of Subdivision incurred by the developers. The City exposure is with regard to eligible costs per the DC By-law. Final acceptance has not been

provided as of the date of this report for the Campeau, Palladium and Huntmar projects, though these segments are all deemed operational and are in use. Final inspections are underway, and minor works will be required prior to acceptance and assumption of these works by the City. Contingencies have been included on a conservative basis to cover these outstanding works that remain to be completed.

The developers are now requesting to enter into Front-Ending Agreement(s) with the City for a portion of the DC items (project no.903196) for the portions of the Campeau Drive Extension as described above, and to enter into Front Ending Agreements for those portions of the works to be covered under other DC accounts for the Palladium Realignment and Huntmar widening.

## **DISCUSSION**

In accordance with the Kanata West Concept Plan, the rapid expansion of development within Kanata West has triggered the need to have portions of the new Campeau Drive extension be constructed, and for realignment and widening of Palladium to occur in advance of the time horizons identified in the Transportation Master Plan. The draft conditions for the Associated Plans of Subdivision included construction of these infrastructure projects with the requirement to enter into a Front-Ending Agreement with the City for reimbursement under the Development Charges By-law.

### **Project 1 - Campeau Drive Extension – DC Item 1.1234A4**

Council has approved a capital program forecast of \$36,060,000 for the four-lane Campeau Drive extension from Huntmar Drive to Didsbury Road to address growth in the immediate area and the Kanata West Community (2014: \$24,250,000; 2015: \$4,220,000 and 2016: \$7,590,000).

The 2013 Transportation Master Plan identifies the Campeau Drive extension as a Road Project in Annex A, Table A3. The Environmental Assessment for this road was completed in 2005.

Staff have reviewed the plans for portions of Campeau Drive from Palladium Drive to Country Glen Drive and Carp River to Didsbury and are satisfied with the design.

This project occurred ahead of the capital forecast as identified in the Transportation Master Plan as a result of development requirements to advance the Minto Arcadia Subdivisions and Taggart Properties lands adjoining Didsbury. As discussed previously in this report, this occurred in the context of an advancement of the development of the



Kanata West area including the Tanger Outlet lands, and the Kanata West Business Park, and so also entailed advancement of the design and upgrading of the intersection of Huntmar and Campeau to a full roundabout. As the advancement of Campeau east and west of the Carp River was necessary to provide access to these lands only, and did not necessitate a full build-out of the proposed Campeau Drive cross-section, the developers advanced 2-lane portions of the ultimate design.

A rationalization of costs was conducted to determine cost efficiency and value to the City for advancement of these accesses ahead of the ultimate project, and Stantec was retained to review the Class B cost estimates as provided by the Developers, against the municipal costs for the ultimate design. A comparison of the costs provided by the Developers against those costs as determined by Stantec indicated that advancing the construction via front-ending agreement would result in cost savings for the project as a whole.

Identification of the upset costs through this front-ending agreement will crystallize the contribution of the overall Gross Capital Cost of the Campeau Drive subject to reimbursement to the Developers, and will allow for the Detailed Design of Campeau Drive to proceed.

### **Project 2 - Palladium Drive Realignment and Widening – DC Item 1.13144**

The Transportation Master Plan identified this project as a Phase 3 capital project, with a time frame of 2026 to 2031, and reflected this in the DC Background Study. The amended DC Background Study indicates a Gross Capital Cost provision of \$3,557,000 for design and construction of the Palladium Realignment and widening. This amount was recently amended from a prior 2014 Gross Capital Cost of \$4,790,000. The costs as identified in the background study were identified at a high-level prior to 2014 and subject to different calculation standards than are currently in place, and so are not reflective of current City criteria for arterial roads of this nature, or reflective of the more detailed costing that has occurred since that time. The future update to the Development Charge Background Study will consider a revised development charge Gross Capital Cost and timing for repayment reflective of the actual costs, and will be coordinated through Transportation Planning.

The eligible costs for reimbursement, and the upset limit sought per this report, are therefore considered to only be a reimbursement of eligible costs per the Gross Capital Cost as identified in the current Development Charge study. Any future increases to the

eligible costs resulting from an increase in the Gross Capital Cost would be subject to Council consideration and approval in a future DC Study update.

Transportation Planning is aware of, and has identified a need to update these costs for future iterations of the DC Background Study, and will bring forward revised costs as appropriate in future budgeting exercises. The proponent is likewise aware that the costs identified as the upset limit for reimbursement may not be increased beyond this point without authorization from Council in a future review.

Development of the Taggart Business Park Lands in conjunction with the Tanger Retail Outlet, and the associated site plans for the Cabela's commercial retail development, necessitated the advancement of the design for the realignment and widening of Palladium from Highway 417 north to the Campeau Drive Extension. This consisted of the squaring off of the north-west radius to permit the construction of a new roundabout facilitating traffic movements associated with the Business Park and commercial lands, and a four-lane cross-section extending south to Highway 417, and east to the Huntmar/Campeau roundabout.

As this project consists of advancement of a proposed arterial road capital project as identified in the Transportation Master Plan and the Development Charges Background Study, the costs associated with these works are considered to be DC-eligible for repayment per the time horizon identified in that study.

This work package is considered to be included within the larger project scope for the widening and realignment of Palladium Drive and connection to the North-South Arterial from Huntmar Drive to the new North/South Arterial, as item #1.13144. The Transportation Master Plan identifies this as a Phase 3 project (2026-2031).

### **Project 3 - Huntmar Drive Widening – DC Item 1.1304A4**

Development plans for the adjacent lands identified for the Tanger Retail Outlet required the construction of an access directly onto Huntmar. A 4-lane cross-section from the new Huntmar/Campeau Roundabout was therefore extended further south for an additional 100 metres before transitioning back to the existing 2-lane cross-section. As these works are considered to be widening of Huntmar and not solely associated with the development, these costs can be considered DC-eligible.

This work package is considered to be included within the larger project scope for the widening of Huntmar Drive from Campeau Drive Extension south to Cyclone Taylor

Boulevard and Palladium-Maple Grove, as item #1.1304A4. The Transportation Master Plan identifies this as a Phase 3 project (2026-2031).

### **RURAL IMPLICATIONS**

There are no rural implications associated with this report.

### **CONSULTATION**

Public consultation was held in accordance with the Class Environmental Assessment (EA) process for the Campeau Drive alignment. Public Meetings were held on three occasions for the above Class EA project, on December 20, 2004, June 20, 2005, and March 7, 2006. No comments were received.

Public consultation for the Palladium Drive widening and realignment was held in accordance with the Class Environmental Assessment (EA) process. A public meeting was held for this Class EA project on May 27, 2014. No comments were received.

Public consultation was held, in accordance with the *Planning Act* and Council policies for public notification, with respect to Kanata Commons Ltd. Plan of Subdivision on December 20, 2004. No comments were received with respect to the related road works.

Public consultation was held, in accordance with the *Planning Act* and Council policies for public notification, with respect to Minto Communities Inc. Plan of Subdivision on March 29, 2007. No comments were received with respect to the related road works.

Public consultation was held, in accordance with the *Planning Act* and Council policies for public notification, with respect to the Rio-Can Tanger Retail Outlet Plan of Subdivision on May 29, 2012. No comments were received with respect to the related road works.

Public consultation was held, in accordance with the *Planning Act* and Council policies for public notification, with respect to Taggart Properties Ltd. Plan of Subdivision on May 27, 2014. No comments were received with respect to the related road works.

### **COMMENTS BY THE WARD COUNCILLOR**

Councillor Wilkinson is aware of these projects and supportive of approving Front Ending agreements in Ward 4.

**LEGAL IMPLICATIONS**

There are no legal impediments to approving the recommendations contained in the report.

**RISK MANAGEMENT IMPLICATIONS**

There are no risk management implications associated with this report.

**ASSET MANAGEMENT IMPLICATIONS**

The recommendations documented in this report are consistent with the City's Comprehensive Asset Management (CAM) Program ([City of Ottawa Comprehensive Asset Management Program](#)) objectives.

Entering into Front-Ending Agreements with the Developers associated with the adjacent Plans of Subdivision for the design and construction of portions of the Campeau Drive extension and Palladium Realignment supports a level of service expectation and what needs to be done to achieve those levels.

**FINANCIAL IMPLICATIONS**

**Project 1 - Campeau Drive Extension – DC Item 1.1234A4**

The upset limit for re-imburement of the Campeau Drive project is \$5,695,114 plus applicable taxes, broken down as follows:

PROJECT 1	Campeau Drive Extension (DC Item 1.1234A4) Huntmar to Didsbury			
	TOTAL PROJECT COSTS	RIOCAN	MINTO	TAGGART COMMERCIAL DEVELOPMENTS LTD.
CONSTRUCTION COSTS	\$4,291,238	\$2,165,510	\$1,124,768	\$1,000,961
ENGINEERING SERVICES (15%)	\$643,686	\$324,826	\$168,715	\$150,144

PROJECT MANAGEMENT (10%)	\$429,124	\$216,551	\$112,477	\$100,096
CONTINGENCY (AVERAGE 6%)	\$331,066	\$141,594	\$95,632	\$93,840
<b>SUBTOTAL 3 (NOT INCLUDING TAX)</b>	<b>\$5,695,114</b>	<b>\$2,848,482</b>	<b>\$1,501,592</b>	<b>\$1,345,041</b>

The Campeau Drive segments are in operational use and are undergoing final inspections and acceptance. Minor works remain to landscaping and outstanding deficiencies – as such, a 6% average contingency between the three developers has been retained to cover outstanding works.

**Project 2 - Palladium Drive Realignment and Widening – DC Item 1.13144**

The upset limit for re-imburement of the Palladium Drive project is \$2,872,000 representative of a 95% benefit to growth apportionment of the Gross Capital Cost, plus applicable taxes, broken down as follows:

PROJECT 2	Palladium Drive Realignment (DC Item 1.13144) Huntmar to N/S Arterial		
	TOTAL PROJECT COSTS	WEST OTTAWA LAND HOLDINGS	RIOCAN
<b>CONSTRUCTION COSTS</b>	<b>\$1,997,913</b>	<b>\$1,620,851</b>	<b>\$377,062</b>
ENGINEERING SERVICES (15%)	\$299,687	\$243,128	\$56,559
PROJECT MANAGEMENT (10%)	\$199,791	\$162,085	\$37,706
CONTINGENCY (15%)	\$374,609	\$303,910	\$70,699
<b>SUBTOTAL 3 (NOT INCLUDING TAX)</b>	<b>\$2,872,000</b>	<b>\$2,329,973</b>	<b>\$542,027</b>

The Palladium Drive segments are in operational use and are undergoing final inspections and acceptance. There remains outstanding works as of the date of this report including final lift of asphalt, landscaping and resolution of deficiencies identified in the inspection process – as such, a 15% contingency has been retained to cover outstanding works.

**Project 3 - Huntmar Drive Widening – DC Item 1.1304A4**

The upset limit for re-imbursement of the Huntmar Drive widening is \$983,614 plus applicable taxes, broken down as follows:

<b>PROJECT 3</b>	<b>Huntmar Widening (DC Item 1.1304A4) Campeau to Cyclone Taylor</b>	
	<b>TOTAL PROJECT COSTS</b>	<b>RIOCAN</b>
<b>CONSTRUCTION COSTS</b>	<b>\$749,420</b>	<b>\$749,420</b>
ENGINEERING SERVICES (15%)	\$112,413	\$112,413
PROJECT MANAGEMENT (10%)	\$74,942	\$74,942
CONTINGENCY (5%)	\$46,839	\$46,839
<b>SUBTOTAL 3 (NOT INCLUDING TAX)</b>	<b>\$983,614</b>	<b>\$983,614</b>

The Huntmar segment is in operational use and is undergoing final inspections and acceptance. Minor works remain to landscaping and outstanding deficiencies – as such, a 5% contingency has been retained to cover outstanding works.

Repayment from the above Development Charge accounts as identified in the Development Charge Background Study are subject to fulfilment of the Front-ending Agreement conditions and will be based on the actual value of the costs incurred, to the upset limit.

Funds are available within 903196 DCA Campeau Drive (Huntmar Drive and N/S Arterial – Didsbury Road) for payments associated with the Campeau Drive Extension and forecast for budget year 2015-2016 in the Development Charge Background Study.

Funds will be reserved for future repayments for works associated with the Palladium and Huntmar cost elements from the relevant DC accounts, subject to the timing as identified in the Development Charge Background Study. Pending Council approval for the City to enter into these Front-Ending Agreements, funds for the Front-Ending Agreements will be transferred into new capital accounts.

### **ACCESSIBILITY IMPACTS**

There are no accessibility impacts associated with this report.

### **TERM OF COUNCIL PRIORITIES**

This project addresses the following Term of Council Priorities:

FS1 – Demonstrate sound financial management.

FS2 – Align strategic priorities to Council's financial targets.

EP2 – Support growth of local economy.

TM2 – Provide and promote infrastructure to support safe mobility choices

### **SUPPORTING DOCUMENTATION**

Document 1 Location Maps of the Campeau Drive Extension

Document 2 Developer Area of Responsibility

Document 3 Kanata West Concept Plan

Document 4 Front-Ending Agreement Principles

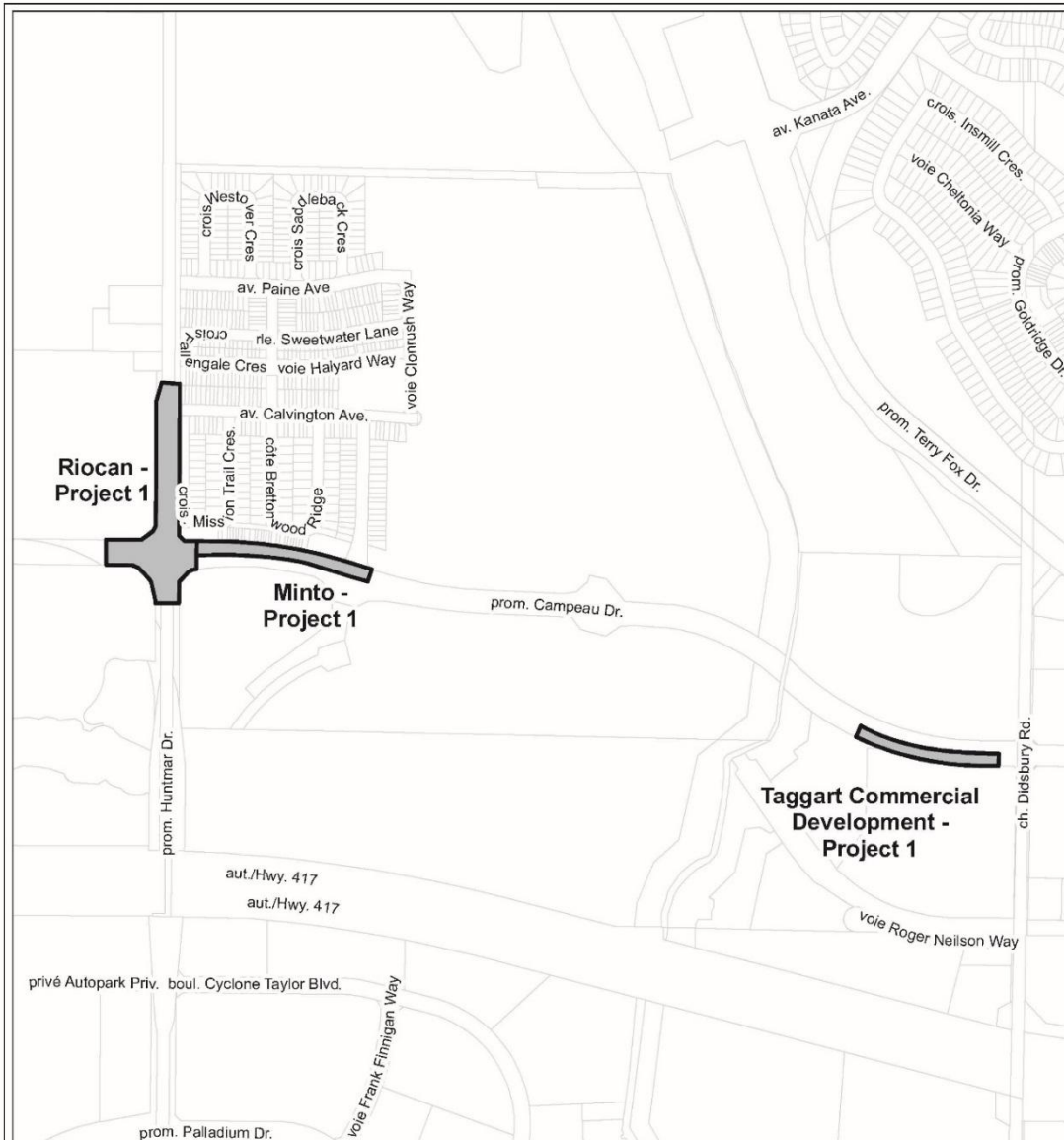
Document 5 Council-Approved Front-Ending Policy



### **DISPOSITION**

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

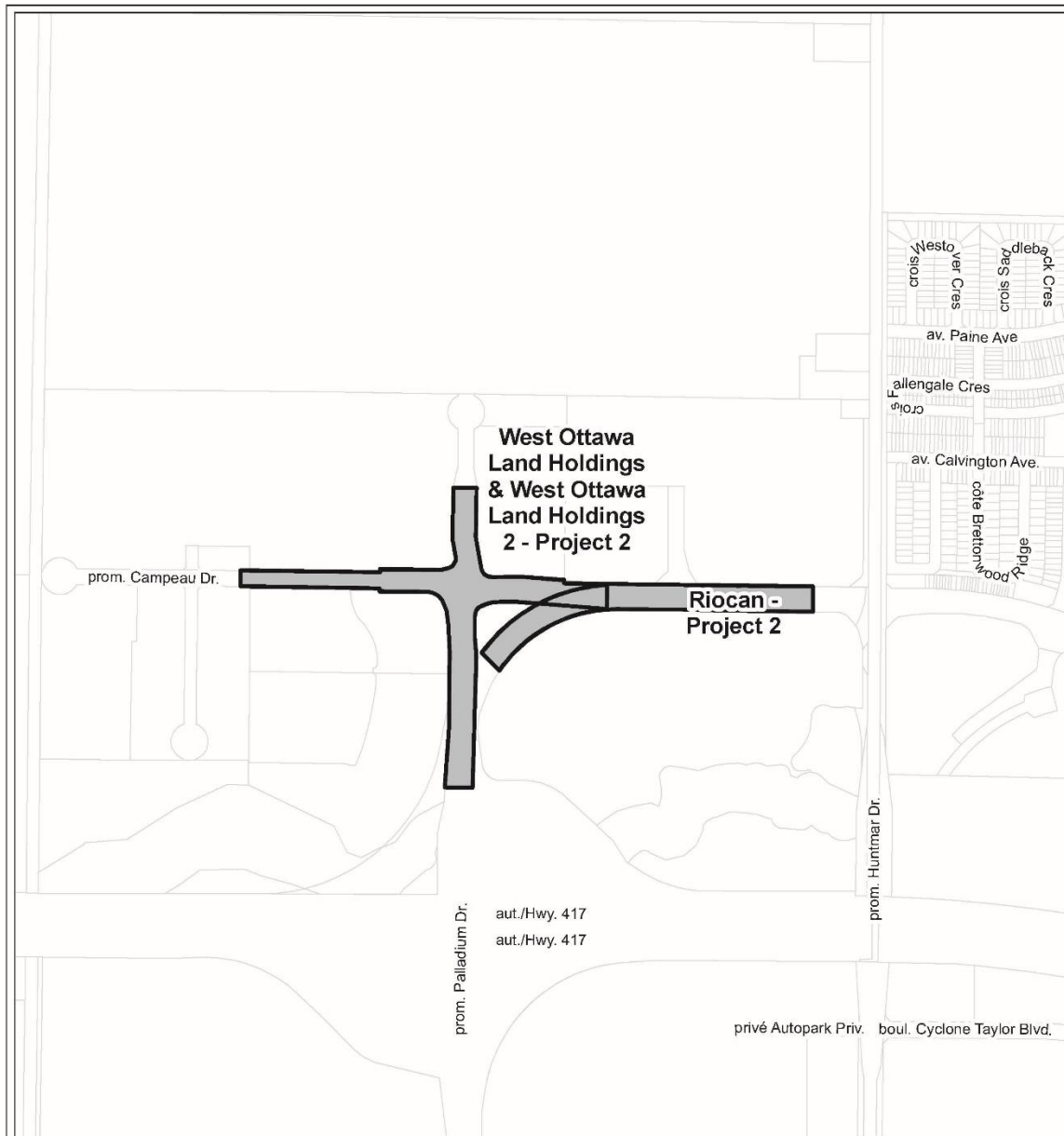
The City Treasurer will earmark funds for repayment as noted in this report.



Document 1 – Location Maps

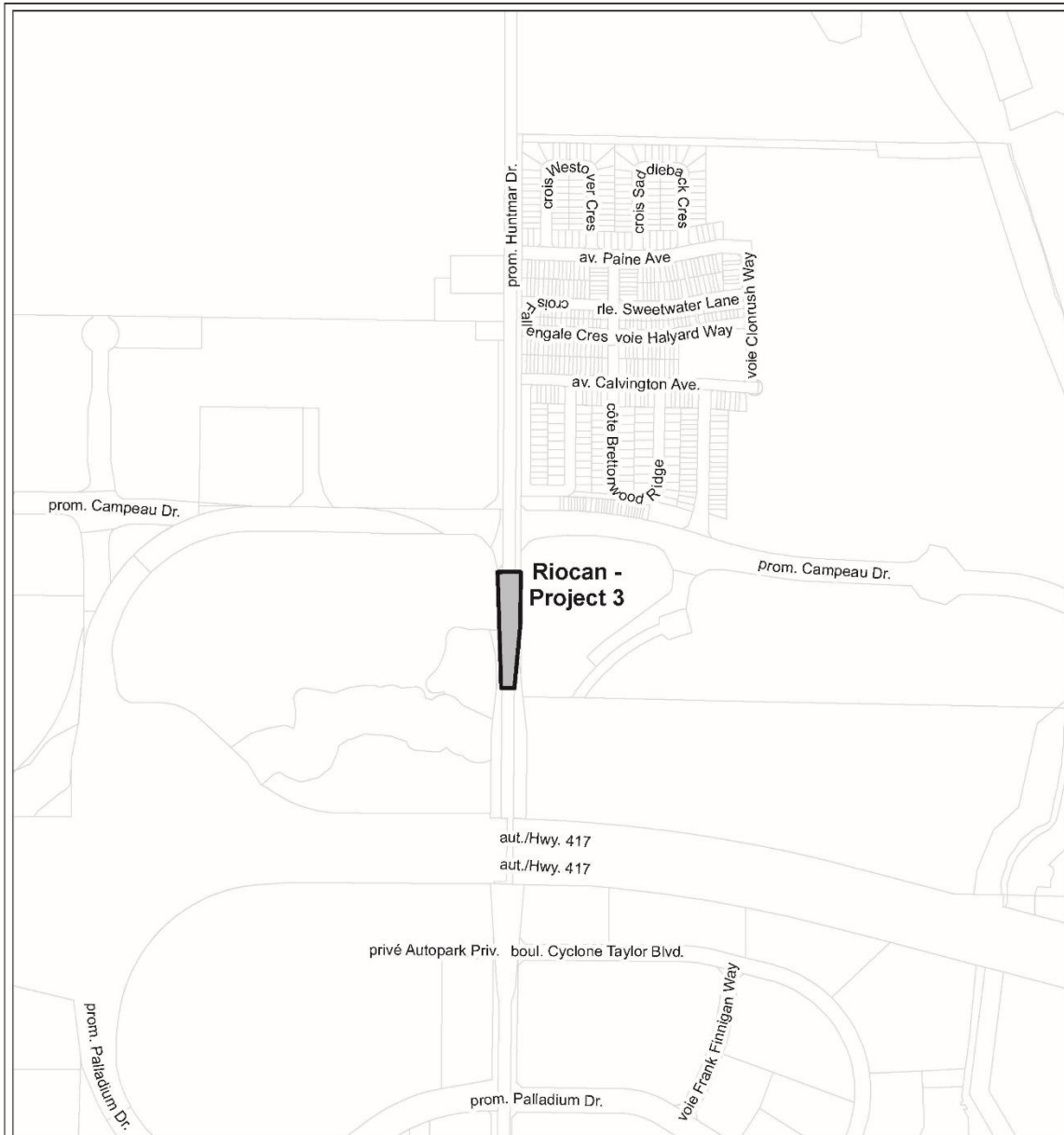




		LOCATION MAP / PLAN DE LOCALISATION FRONT ENDING AGREEMENT / ACCORD DE FINANCEMENT INITIAL	
ACS2017-PIE-PS-0097	17-1015-Y		
I:\CO\2017\FrontCampeau1			
<small>© Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small>			
<small>© Les données de parcelles appartiennent à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE.</small>			
REVISION / RÉVISION - 2017 / 07 / 07		 <small>404775-004-01</small>	



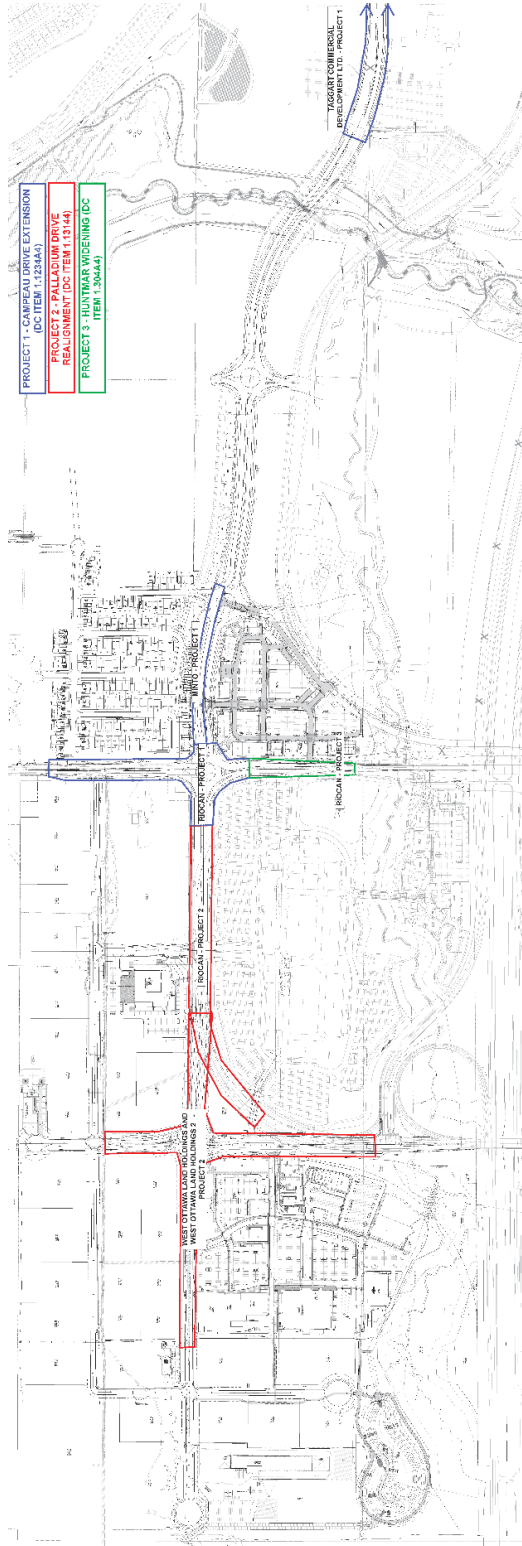


		LOCATION MAP / PLAN DE LOCALISATION FRONT ENDING AGREEMENT / ACCORD DE FINANCEMENT INITIAL	
ACS2017-PIE-PS-0097	17-1015-Y		
I:\CO\2017\Front\Campeau2			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.                  ©Les données de parcelles appartient à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE</small>			
REVISION / RÉVISION - 2017 / 07 / 07		<b>Project 2 Palladium Drive Realignment (DC Item 1.13144)                  Huntmar to N/S Arterial</b>  <b>Projet 2 - Modification du tracé de la promenade Palladium                  (DC Hem 1.13144) de la promenade Huntmar à l'artère nord-sud</b>	
		 <small>NOT TO SCALE</small>	

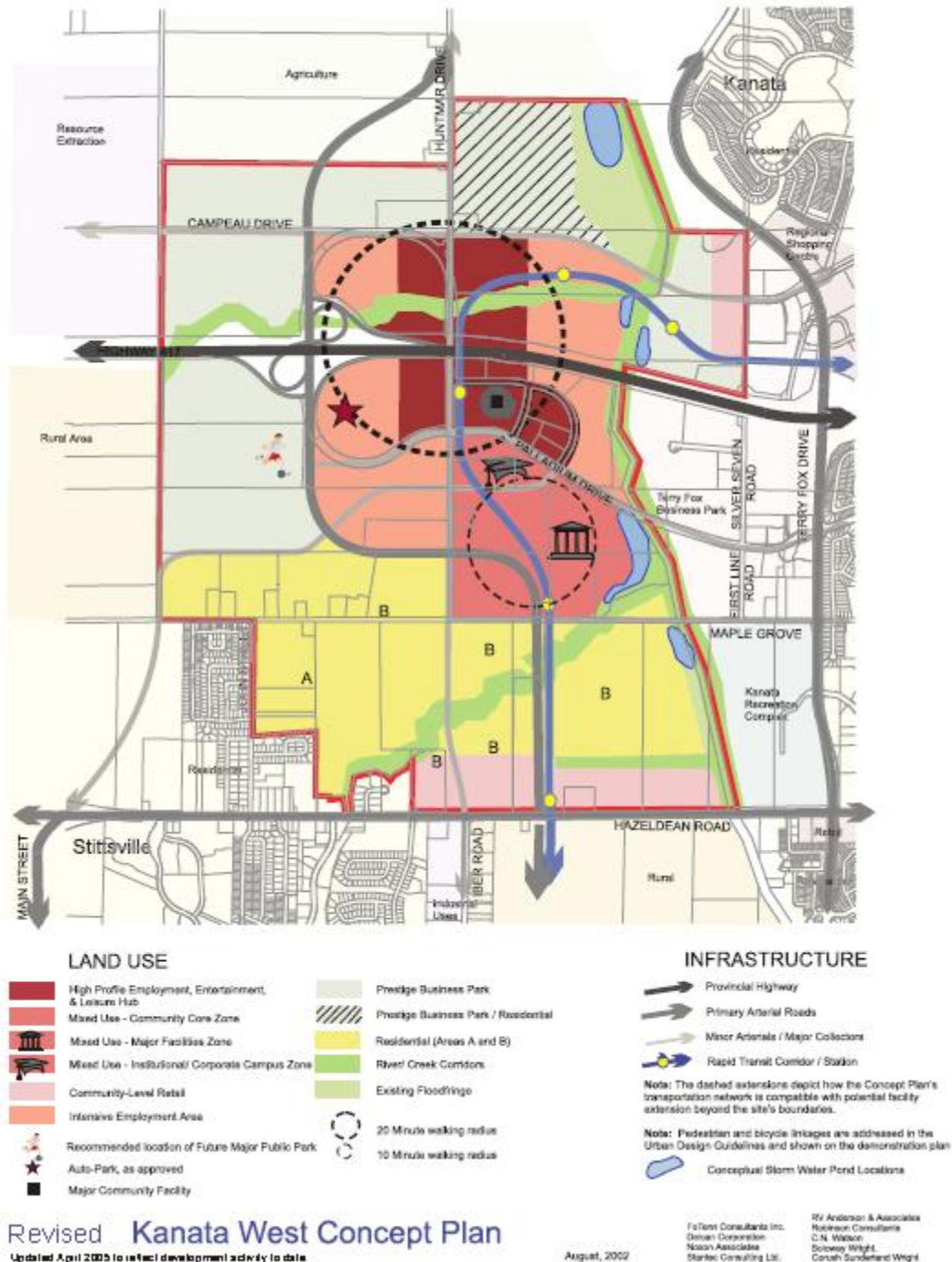


		LOCATION MAP / PLAN DE LOCALISATION FRONT ENDING AGREEMENT / ACCORD DE FINANCEMENT INITIAL	
ACS2017-PIE-PS-0097	17-1015-Y	<p><b>Project 3 Huntmar Drive Widening (DC Item 1, 1304A4)                  Campeau Drive to Cyclone Taylor Boulevard</b></p> <p><b>Projet 3 – Élargissement de la promenade Huntmar (DC Hem 1-1304A4)                  de la promenade Campeau au boulevard Cyclone Taylor</b></p>	
I:\CO\2017\Front\Campeau3			
<small>©Parcel data is owned by Teranet Enterprises Inc. and its suppliers. All rights reserved. May not be produced without permission. THIS IS NOT A PLAN OF SURVEY.</small> <small>©Les données de parcelles appartiennent à Teranet Enterprises Inc. et à ses fournisseurs. Tous droits réservés. Ne peut être reproduit sans autorisation. CECI N'EST PAS UN PLAN D'ARPENTAGE.</small>			
REVISION / RÉVISION - 2017 / 07 / 07		 <small>NOT TO SCALE</small>	

Document 2 – Developer Area of Responsibility



Document 3 – Kanata West Concept Plan



**Document 4 – Front-Ending Principles**

1. The Developers are required to post 100 per cent securities for the full cost of the design and construction of the described portions of the Palladium, Huntmar and Campeau Drive works including associated stormwater infrastructure to accommodate the road drainage estimated cumulatively at \$9,550,728 including engineering, project management and contingencies plus all applicable taxes. Securities in place and held by the City for works covered under registered Plans of Subdivision may be used for purposes of this section and may be reduced to cover outstanding works subject to approval of the General Manager of Planning, Infrastructure & Economic Development.
2. The cost for reimbursement of the Campeau Drive Extension, including the construction of associated stormwater infrastructure to accommodate the Campeau Drive road drainage is set at an upset limit of \$5,695,114 including engineering, project management and contingencies plus all applicable taxes, and is to be apportioned between Taggart Commercial Developments Ltd., Minto Properties Ltd. and RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC as described in this report. Contingent costs incurred shall be justified and include supporting invoices and payment certificates.
3. The cost for reimbursement of the Palladium Drive Widening and Realignment, including the construction of associated stormwater infrastructure to accommodate the Campeau Drive road drainage is set at an upset limit of \$2,872,000 including engineering, project management and contingencies plus all applicable taxes, and is to be apportioned to West Ottawa Land Holdings and West Ottawa Land Holdings 2 and RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC. as described in this report. Contingent costs incurred shall be justified and include supporting invoices and payment certificates.
4. The cost for reimbursement of the Huntmar Drive Widening, including the construction of associated stormwater infrastructure to accommodate the Huntmar road drainage is set at an upset limit of \$983,614 including engineering, project management and contingencies plus all applicable taxes, and is to be apportioned to RioCan Holdings (TJV) Inc. and 1633272 Alberta ULC as described in this report. Contingent costs incurred shall be justified and include supporting invoices and payment certificates.

5. The City will reimburse the subject Developers after the works have been granted approval by the City. Reimbursement shall occur in accordance with the terms of the Development Charge By-law and all works are completed to the satisfaction of the General Manager of Planning, Infrastructure and Economic Development. Refer to Front-Ending Policy clause 11 in Document 5 for documentation requirements.
6. The repayment of the construction costs shall be pursuant to the Council-approved Front-Ending Agreement Policy as referenced under Document 5.
7. The Developers as identified in this report will not be entitled to receive further indexing pursuant to conditions noted in Document 4, subject to Council's review of the indexing policy in future Development Charge studies.

**Document 5 – June 25, 2009 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 Agreement 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, Infrastruct 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, Infrastruct 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 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. 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 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.
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:
- 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.
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.