

**Report to
Rapport au:**

**Planning Committee / Comité de l'urbanisme
April 12, 2016 / 12 avril 2016**

**and Council / et au Conseil
April 27, 2016 / 27 avril 2016**

**Submitted on April 4, 2016
Soumis le 4 avril 2016**

Submitted by

Soumis par:

John L. Moser,

**Acting Deputy City Manager / Directeur municipal adjoint par intérim,
Planning and Infrastructure / Urbanisme et Infrastructure**

Contact Person

Personne ressource:

**Lee Ann Snedden, Acting Chief / Chef par intérim, Development Review Services /
Services d'Examen des projets d'aménagement, Planning and Growth
Management / Urbanisme et Gestion de la croissance
(613) 580-2424, 25779, Leeann.Snedden@ottawa.ca**

Ward: CAPITAL (17) / CAPITALE (17)

File Number: ACS2016-PAI-PGM-0050

**SUBJECT: Front-Ending Agreement – Portion of the Rideau River Western
Pathway**

**OBJET: Entente de financement préalable – Partie du sentier ouest de la
rivière Rideau**

REPORT RECOMMENDATION

That Planning Committee recommend that Council authorize the City to enter into a Front-Ending Agreement with Greystone Village Inc., to an upset limit of \$550,539 plus applicable taxes, to enable the design and construction of a portion

of the Rideau River Western Pathway in accordance with the Council approved Park and Trail Front-Ending Policy in Document 3 and the Front-Ending Agreement Principles set out in Document 2, with the final form and content of the Front-Ending Agreement being to the satisfaction of the General Manager, Planning and Growth Management Department and the City Clerk and Solicitor.

RECOMMANDATION DU RAPPORT

Que le Comité de l'urbanisme recommande au Conseil d'autoriser la Ville à conclure une entente de financement préalable avec Greystone Village Inc., jusqu'à concurrence de 550 539 \$, taxes en sus, afin de permettre la conception et l'aménagement d'une partie du sentier Ouest de la rivière Rideau, conformément à la Politique de financement préalable approuvée par le Conseil et présentée dans le document 3, ainsi qu'aux principes de l'entente de financement préalable établis dans le document 2, et dont le formulaire final et le contenu de l'entente de financement préalable sont à la satisfaction du directeur général, Urbanisme et Gestion de la croissance, et du greffier municipal et chef du contentieux.

BACKGROUND

The Rideau River Western Pathway is being planned for construction in 2017 from Brantwood Park to the existing multi-use pathway (MUP) at Lees Campus. The MUP will improve access to the Rideau River shoreline and existing pathways, University of Ottawa (Lees Campus), Saint Paul University, Greystone Village, a number of city parks and the future Lees Station on Confederation Line. It will connect not only to the recently constructed MUP on Lees Campus but also a major new MUP along the future light rail transit corridor.

The works are included in the 2013 Transportation Master Plan Map 1 as a Major Pathway of the Cycling Network – Primary Urban Area. The Old Ottawa East Secondary Plan and Community Design Plan reference the path with policies including the desire to maintain public access through the new development by establishing east-west pedestrian/cycle paths between Springhurst Avenue and Clegg Street and ensuring connectivity to nearby transit stations. A second policy requires land related to the development to accommodate a MUP as designated in Schedule I of the Official Plan.

If the front-ending agreement is approved, timing for repayment is anticipated to be 2018.

The Plan of Subdivision on the site was draft approved on October 22, 2015 and included a condition obligating the owner to construct the portion of the path that existed on their property. The condition also stated that the owner and City shall enter into a front-ending agreement for these works.

The works can be found in the Development Charge Background Study, within item 1.14544, Cycling Facilities Standalone Capital Projects – Phase 1, with timing of implementation indicated as 2015-2019. The Rideau River West Multi-Use Pathway is an item within cycling facilities.

DISCUSSION

The works required are identified in the Development Charge Background Study; however, these works are integrated with road works to be done as part of the Plan of Subdivision for Greystone Village on Main Street. There are efficiencies to the owner being obligated to construct their portion of the pathway in conjunction with subdivision works, as opposed to the City constructing and co-ordinating works separately. Conditions through the subdivision approval obligate the developer to construct a temporary pathway in the event that their timed construction of works does not coincide with the timing for the remainder of the Rideau River Western Multi-Use Pathway project.

The related conditions from the Draft Plan of Subdivision Approval are as follows:

1. The owner shall design and construct, at the owner's cost, a 3-metre wide Multi-Use Pathway within Scholastic Drive, Blocks 54, 61 and 49 (adjacent blocks) extending from Springhurst Park to Brantwood Park. The Multi-Use Pathway shall be designed and constructed to the satisfaction of the City and the Rideau Valley Conservation Authority and in accordance with the City of Ottawa's Accessibility Design Standards and the Integrated Accessibility Standards (O. Reg. 191/11, as amended). The owner further agrees to coordinate the location and grading of the Multi-Use Pathway with the Rideau River Western Pathway project. The owner and the City shall enter into a Front-Ending Agreement for the portion of the pathway that is located on the owner's property.
2. The owner acknowledges and agrees that easement(s) will be provided to permit public access over Block 54 (the open space block abutting the Rideau River) and for City maintenance of the Rideau River Western Pathway on Block 54 and

Block 49 (a block in a future phase of development), prior to dedication related to future site plan agreements.

3. The owner acknowledges and agrees that Block 61 (where City infrastructure and part of the MUP is located) will be dedicated to the City through the registration of the Subdivision and part of Block 49 (a block in a future phase of development) will be dedicated to the City as part of a future phase of Subdivision or through the Site Plan Control process following detailed design and confirmed location of the Rideau River Multi-Use Pathway within that block.
4. The owner acknowledges and agrees that the portion of the Multi-Use Pathway constructed by the owner shall be completed prior to or in conjunction with the remainder of the Rideau River Western Pathway.

In the event that the Rideau River Western Pathway is constructed prior to the Phase of Development for which the Multi-Use Pathway is located, the owner shall be responsible for the construction of a temporary 3 metre pathway at a location and to specifications as agreed upon by the General Manager, Planning and Growth Management Department and the Rideau Valley Conservation Authority. The owner shall be responsible for the maintenance and liability for the temporary pathway.

The owner acknowledges and agrees that when the temporary path is no longer required, all materials will be removed and the area shall be restored to a natural condition in keeping with the remainder of Block 54.

The work will be conducted in conjunction with work for the adjacent roadway and underground works. Cost estimates have been submitted by the owner including a 15 per cent provision for soft costs and reviewed internally to ensure that they accurately reflect what the City would be required to pay should the pathway be constructed on these lands by the City. While part of the pathway exists on lands subject to a brownfields grant application, the contamination costs for that portion of the lands do not form part of the cost estimates. Additionally, cost estimates do not include any land or easement costs, which are at the expense of the owner.

RURAL IMPLICATIONS

There are no rural implications associated with this report.

CONSULTATION

All development approvals were conducted according to the requirements of the *Planning Act* and the City's own policies. All consultation was conducted in accordance with the *Environmental Assessment Act* and/or the *Canadian Environmental Assessment Act*. The front-ending entities agree to the process outlined herein.

COMMENTS BY THE WARD COUNCILLOR

Councillor Chernushenko is aware of this report.

LEGAL IMPLICATIONS

There are no legal impediments to adopting the recommendation outlined in this 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 a front-ending agreement, in this case, between the City and Greystone Village Inc., for the design and construction of a portion of the Rideau River Western Pathway, supports a level of service expectation and what needs to be done to achieve those levels.

FINANCIAL IMPLICATIONS

The project has been identified in the Development Charge Background Study as item 1.14544 Cycling Facilities Standalone Capital Projects – Phase 1. The upset limit for reimbursement of the project is \$550,539, broken down as follows:

Construction – earthworks and pathway for total of the Multi-Use Pathway	\$423,492.00
Engineering and Project Management (15% of construction)	\$63,523.50
Contingency (15% of construction)	\$63,523.50
Total Eligible Costs under the front-ending agreement	\$550,539.00

Repayment shall be based on the actual value to the upset limit of \$550,539, plus applicable taxes. The year of repayment is 2018, subject to the fulfilment of the front-ending agreement conditions.

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.

ACCESSIBILITY IMPACTS

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

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with this report.

TERM OF COUNCIL PRIORITIES

This project addresses the following Term of Council Priorities:

TM2 – Provide and promote infrastructure to support safe mobility choices

FS2 – Align strategic priorities to Council's financial targets

SUPPORTING DOCUMENTATION

Document 1 Multi-Use Pathway Phasing

Document 2 Front-Ending Agreement Principles

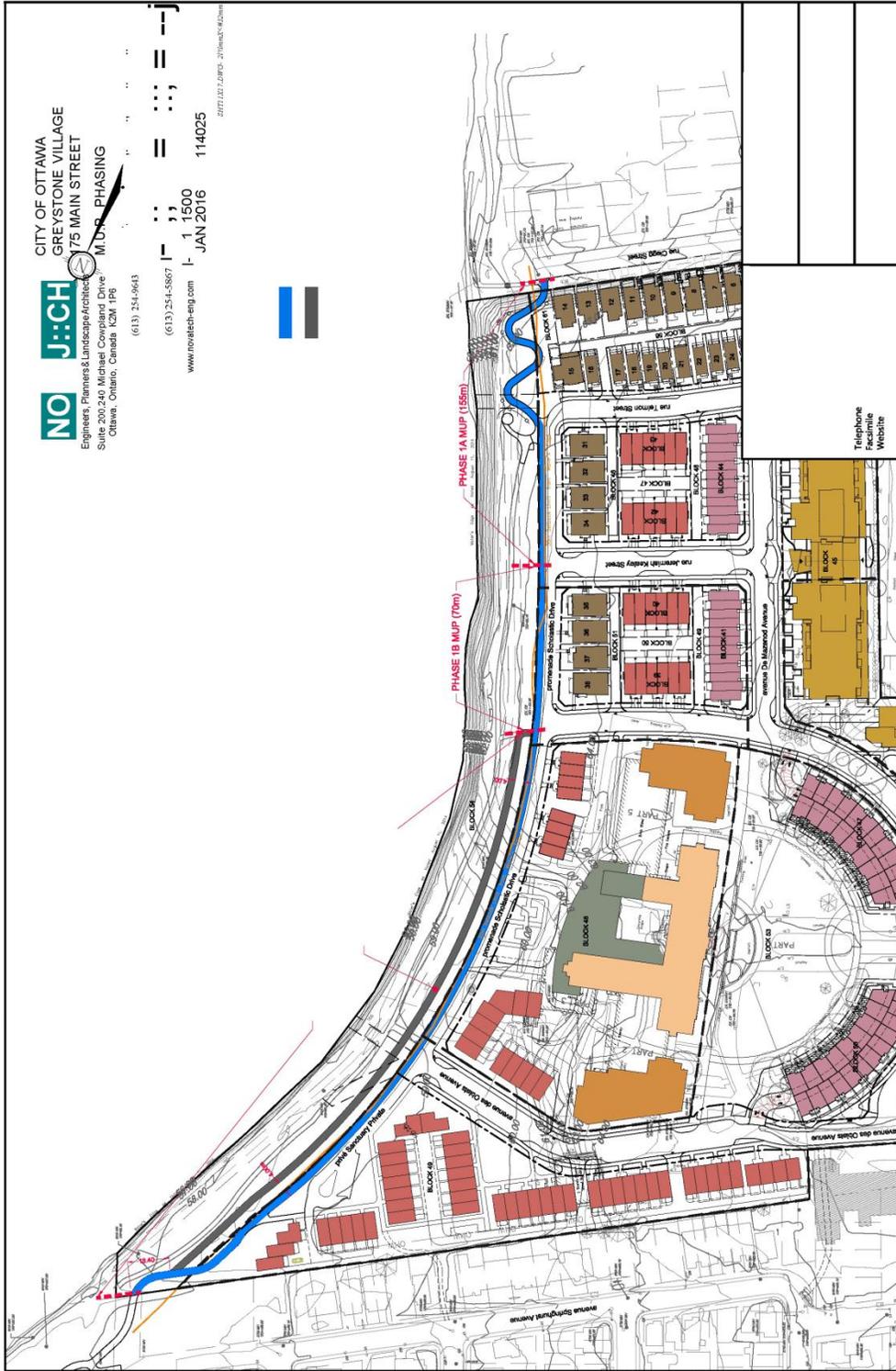
Document 3 Council Approved Front-Ending Policy

DISPOSITION

Legal Services to prepare the final form of the agreements in consultation with the Planning and Growth Management Department.

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

Document 1 – Multi-Use Pathway Phasing



Document 2 – Front-Ending Agreement Principles

1. Greystone Village Inc. is required to post 100% securities for the full cost of the design and construction of the portion of the Rideau River Western Multi-Use Pathway that exists on their property as illustrated in Document 1.
2. The cost of the portion of the Rideau River Western Multi-Use Pathway that exists on the property at 175 Main Street is set at an upset limit of \$550,539, plus applicable taxes, including engineering, project management and contingencies. Contingent costs incurred shall be justified and include supporting invoices and payment certificates.
3. The City will reimburse Greystone Village Inc. after the works have been completed and granted approval by the City. Reimbursement is anticipated for 2018.
4. The repayment of the construction costs for the portion of the Rideau River Western Pathway that exists on the property at 175 Main Street shall be pursuant to the Council-approved Park and Trail Front-Ending Policy as referenced under Document 3.
5. The front-ender will not be entitled to indexing.

Document 3 – Park and Trail Front-Ending Policy

Council approved February 9, 2011

Front-ending agreements for parks and trails are requested by developers who wish to have specific new growth-related park and trail works in place in advance of the City's capital project funding for emplacement of these same works. Developers may voluntarily agree to finance the works at the "front end" and recover their costs from the City at a later date. The following conditions must be met for the City to enter into a front-ending agreement for parks and trails:

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

Front-Ending Agreement shall identify what documentation and at which stage it shall be required.

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