

4. REVISED CONSTRUCTION COSTS FOR THE FRONT-ENDING AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF GOULBOURN FORCED ROAD

COÛTS DE CONSTRUCTION RÉVISÉS ASSOCIÉS À L'ENTENTE PRÉALABLE CONCLUE POUR LA CONCEPTION ET LA CONSTRUCTION DU CHEMIN GOULBOURN FORCED

COMMITTEE RECOMMENDATIONS

That Council:

- 1. suspend the notice required under Subsections 29. (3) and 34. (1) of Procedure By-law 2016-377 to consider this report at its meeting on July 11, 2018;**
- 2. authorize the City to revise costs associated with the Front-Ending Agreement with KNL Developments Inc. approved by Council on September 28, 2016 (ACS2016-PIE-PGM-0138) for the design and construction of Goulbourn Forced Road from Keyrock Drive north 630 metres to Walden Drive South and Goulbourn Forced Road from Terry Fox Drive south 115 metres to future Walden Drive north in accordance with the Council approved Front-Ending Policy in Document 2 and the Front-Ending Agreement framework or principles set out in Document 3, with the final form and content of the amended Front-Ending Agreement to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the City Clerk and Solicitor;**
- 3. authorize, in accordance with Council approval of the Front-Ending Agreement Policy, an additional \$604,500.00 to address additional scope, and increase the overall contingency envelope by \$124,400 over the already approved \$6,150,000.00 for a total upset limit of \$6,878,900.00 plus applicable taxes, subject to the execution of the Front-Ending Agreement; and**
- 4. authorize the expenditure to an upset limit of \$6,878,900 plus**

applicable taxes in 2020-2021, for the reimbursement to KNL Developments Inc. for the design and construction of Goulbourn Forced Road from Keyrock Drive north 630 metres to Walden Drive South and Goulbourn Forced Road from Terry Fox Drive south 115 metres to future Walden Drive.

RECOMMANDATIONS DU COMITÉ

Que le Conseil :

1. suspende l'avis requis en vertu des paragraphes 29. (3) et 34. (1) du Règlement de procédure no 2016-377 afin qu'il examine le présent rapport à sa réunion du 11 juillet 2018;
2. autorise la Ville à réviser les coûts associés à l'entente préalable conclue avec KNL Developments Inc., approuvée par le Conseil le 28 septembre 2016 (ACS2016-PIE-PGM-0138), des coûts destinés à la conception et à la construction du tronçon du chemin Goulbourn Forced situé entre la promenade Keyrock sur une distance de 630 mètres vers le nord jusqu'à la promenade Walden Sud, et du tronçon du chemin Goulbourn Forced situé entre la promenade Terry Fox sur une distance de 115 mètres vers le sud jusqu'à la future promenade Walden Nord, conformément à la politique d'entente préalable approuvée par le Conseil et figurant dans le document 2, et au cadre ou aux principes d'entente préalable énoncés dans le document 3, la forme et le contenu définitifs de l'entente préalable modifiée devant être à la satisfaction du Directeur général, Direction générale de la planification, de l'infrastructure et du développement économique, du greffier municipal et de l'avocat général;
3. autorise, conformément à la politique d'entente préalable approuvée par le Conseil, une somme supplémentaire de 604 500 \$ visant à gérer la plus grande portée de l'entente, et augmenter l'enveloppe pour imprévus de 124 400 \$, qui s'ajouteront au montant de 6 150 000 \$ déjà approuvé pour atteindre un montant

total de 6 878 900 \$, taxes applicables en sus, sous réserve de la conclusion de l'entente préalable; et

- 4. autorise une dépense jusqu'à concurrence de 6,878,900 \$, taxes applicables en sus, en 2020-2021, pour rembourser KNL Developments Inc. de ses coûts de conception et de construction du tronçon du chemin Goulbourn Forced situé entre la promenade Keyrock sur une distance de 630 mètres vers le nord jusqu'à la promenade Walden Sud, et du tronçon du chemin Goulbourn Forced situé entre la promenade Terry Fox sur une distance de 115 mètres vers le sud jusqu'à la future promenade Walden Nord.**

DOCUMENTATION /DOCUMENTATION

1. Director's report, Planning Services, Infrastructure and Economic Development Department, dated June 24, 2018 (ACS2018-PIE-PS-0080)

Rapport de la Directrice, Services de la planification, Direction générale de la planification, de l'infrastructure et du développement économique, daté le 24 juin 2018 (ACS2018-PIE-PS-0080)
2. Extract of draft Minutes, Planning Committee, July 11, 2018

Extrait de l'ébauche du procès-verbal, Comité de l'urbanisme, le 11 July

**Report to
Rapport au:**

**Planning Committee / Comité de l'urbanisme
July 10, 2018 / 10 juillet 2018**

**and Council / et au Conseil
July 11, 2018 / 11 juillet 2018**

**Submitted on June 24, 2018
Soumis le 24 juin 2018**

**Submitted by
Soumis par:**

**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**

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

File Number: ACS2018-PIE-PS-0080

**SUBJECT: Revised Construction Costs for the Front-Ending Agreement for the
Design and Construction of Goulbourn Forced Road**

**OBJET: Coûts de construction révisés associés à l'entente préalable conclue
pour la conception et la construction du chemin Goulbourn Forced**

REPORT RECOMMENDATION

That Planning Committee recommend that Council:

- 1. Authorize the City to revise costs associated with the Front-Ending Agreement with KNL Developments Inc. approved by Council on September 28, 2016 (ACS2016-PIE-PGM-0138) for the design and construction of Goulbourn Forced Road from Keyrock Drive north 630 metres to Walden Drive South and Goulbourn Forced Road from Terry Fox Drive south 115 metres to future Walden Drive north in accordance with the Council approved Front-Ending Policy in Document 2 and the Front-Ending Agreement framework or principles set out in Document 3, with the final form and content of the amended Front-Ending Agreement to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department and the City Clerk and Solicitor;**
- 2. In accordance with Council approval of the Front-Ending Agreement Policy, authorize an additional \$604,500.00 to address additional scope, and increase the overall contingency envelope by \$124,400 over the already approved \$6,150,000.00 for a total upset limit of \$6,878,900.00 plus applicable taxes, subject to the execution of the Front-Ending Agreement;**
- 3. Authorize the expenditure to an upset limit of \$6,878,900 plus applicable taxes in 2020-2021, for the reimbursement to KNL Developments Inc. for the design and construction of Goulbourn Forced Road from Keyrock Drive north 630 metres to Walden Drive South and Goulbourn Forced Road from Terry Fox Drive south 115 metres to future Walden Drive; and**
- 4. That Planning Committee recommend Council suspend the notice required under Subsections 29. (3) and 34. (1) of Procedure By-law 2016-377 to consider this report at its meeting on July 11, 2018.**

RECOMMANDATIONS DU RAPPORT

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

- 1. Autoriser la Ville à réviser les coûts associés à l'entente préalable conclue avec KNL Developments Inc., approuvée par le Conseil le 28 septembre 2016 (ACS2016-PIE-PGM-0138), des coûts destinés à la conception et à la construction du tronçon du chemin Goulbourn Forced situé entre la**

- promenade Keyrock sur une distance de 630 mètres vers le nord jusqu'à la promenade Walden Sud, et du tronçon du chemin Goulbourn Forced situé entre la promenade Terry Fox sur une distance de 115 mètres vers le sud jusqu'à la future promenade Walden Nord, conformément à la politique d'entente préalable approuvée par le Conseil et figurant dans le document 2, et au cadre ou aux principes d'entente préalable énoncés dans le document 3, la forme et le contenu définitifs de l'entente préalable modifiée devant être à la satisfaction du Directeur général, Direction générale de la planification, de l'infrastructure et du développement économique, du greffier municipal et de l'avocat général.**
- 2. Conformément à la politique d'entente préalable approuvée par le Conseil, autoriser une somme supplémentaire de 604 500 \$ visant à gérer la plus grande portée de l'entente, et augmenter l'enveloppe pour imprévus de 124 400 \$, qui s'ajouteront au montant de 6 150 000 \$ déjà approuvé pour atteindre un montant total de 6 878 900 \$, taxes applicables en sus, sous réserve de la conclusion de l'entente préalable;**
 - 3. Autoriser une dépense jusqu'à concurrence de 6,878,900 \$, taxes applicables en sus, en 2020-2021, pour rembourser KNL Developments Inc. de ses coûts de conception et de construction du tronçon du chemin Goulbourn Forced situé entre la promenade Keyrock sur une distance de 630 mètres vers le nord jusqu'à la promenade Walden Sud, et du tronçon du chemin Goulbourn Forced situé entre la promenade Terry Fox sur une distance de 115 mètres vers le sud jusqu'à la future promenade Walden Nord.**
 - 4. Que le Comité de l'urbanisme recommande au Conseil de suspendre l'avis requis en vertu des paragraphes 29. (3) et 34. (1) du Règlement de procédure no 2016-377 afin qu'il examine le présent rapport à sa réunion du 11 juillet 2018.**

BACKGROUND

On September 28, 2016 ([ACS2016-PIE-PGM-0138](#)), Council authorized the City to enter into a Front-Ending Agreement with KNL Developments Inc. for the design and construction of Goulbourn Forced Road from Keyrock Drive northward for a distance of 630 metres to Walden Drive South and Goulbourn Forced Road from Terry Fox Drive

southward for a distance of 115 metres to future Walden Drive North. Council also authorized an expenditure to an upset limit of \$6,150,000 plus applicable taxes and indexing for reimbursement to KNL Developments Inc. Since 2016, intersection design and construction requirements have changed with respect to the intersection of Terry Fox Drive and Goulbourn Forced Road, resulting in additional costs beyond the original scope and budget authorization. The scope has been modified to include costs of cycle facilities, road signage, turn lanes and pavement markings. This report is to allow the amended estimate to be approved and allow construction to proceed. The intersection modifications are required to service a new Ottawa Catholic School Board elementary school under construction at the intersection of Terry Fox Drive and Goulbourn Forced Road.

The Goulbourn Forced Road is a collector roadway that runs through the Marchwood and Lakeside Communities in Kanata, also known as the KNL Lands. The section from Keyrock Drive to Terry Fox Drive requires improvements.

In the early 1980s, a concept plan for the Marchwood and Lakeside Communities prepared by Campeau Corporation showed a requirement for a major collector roadway from Terry Fox Drive South to Kanata Avenue. The plan showed the southern portion in the approximate location of the current Goulbourn Forced Road and the northern portion being slightly to the west of the existing road. The concept plan alignment has been in all major planning documents since the late 1980s, including the 1990 City of Kanata Official Plan, the 1997 Region of Ottawa-Carleton Official Plan and the current Official Plan.

The proposed works are included in the Transportation Master Plan. Although they are not included on Map 10, Affordable Road Network, they are included in the City's 2014 Development Charge Background Study and identified as item 1.X1444 with a total gross capital cost of \$7 million. The project timing identified during the 2016 Front-Ending Agreement accommodated payback of \$4,000,000 in 2020 with the balance in 2021. While the 2017 update to the Development Charge Background Study for Roads and Related Services identified project timing for Goulbourn Forced Road as 2019-2020, due to funding pressures for Roads and Related Services, Staff are proposing to maintain the original repayment schedule with the increased funding authority provided for in this report being repaid to KNL in 2021.

DISCUSSION

The budget increase requested will be utilized to design and construct the road modifications required at the intersection of Terry Fox Drive and Goulbourn Forced Road. The works include road signage, cycle facilities, pavement markings and construction of left turn lanes on Terry Fox Drive and Goulbourn Forced Road. The road modifications are required to be implemented in the summer of 2018 to accommodate the opening of a new Ottawa Catholic School Board elementary school at the intersection of Terry Fox Drive and Goulbourn Forced Road in September 2018. KNL Developments Inc. will enter into a Road Modification Agreement for these works.

In accordance with the original Front-Ending Agreement, KNL Developments Inc. is constructing Goulbourn Forced Road from Keyrock Drive north 630 metres to Walden Drive South and Goulbourn Forced Road from Terry Fox Drive south 115 metres to future Walden Drive North. These two sections of Goulbourn Forced Road will provide access to stages 7 and 8 of the Marchwood and Lakeside Communities. Stage 9 will be serviced to the east by Walden Drive. The remaining 1080-metre section of the proposed realigned Goulbourn Forced Road between Walden Drive South and Walden Drive North, which includes a railway crossing, will not be constructed at this time.

The Transportation studies for stages 7, 8 or 9 have not been completed. Should the studies conclude that from a capacity perspective the portion of Goulbourn Forced Road between Walden Drive South and Walden Drive North are not be required, then KNL Developments Inc. will not be required to construct this portion. Should the transportation studies for stages 7, 8 or 9 show a requirement for the full extension of Goulbourn Forced Road from Walden Drive South to Walden Drive North, then staff will introduce for Council's consideration the extra costs in the next Development Charge By-law update.

The Goulbourn Forced Road Environmental Assessment (EA) was completed in 2006 as a Schedule C project in accordance with the Municipal Engineer's Association Class EA process for municipal road projects. A summary of the EA is found in report [ACS2007-PTE-APR-0137](#).

The work on the southern leg of Goulbourn Forced Road will involve upgrades and a minor alignment modification along the existing section. The northern section will be an entirely new road. The roadway will be two lanes wide and have an urban cross-section and a storm sewer system.

During initial construction activities associated with the 2016 Front-Ending Agreement, significant soils issues were identified that will require extensive sheet piling in the area where Goulbourn Forced Road crosses between the Kizzell Cell and the Beaver Pond Stormwater Management Facility. While sheet piling was always anticipated in this area, the depth of the organic soils are significantly increasing the amount of sheet piling required. In order to address these additional costs, which are not yet defined at the time of writing this report, staff are seeking authority from Council to increase the overall contingency for this project by \$124,400, plus applicable taxes. In accordance with the Council approved Front-Ending Policy, any contingency items must be justified and supported in order to access the contingency funding.

There will be approximately 1.73 kilometres of new watermain constructed at the same time as the road. The watermain will follow the same alignment as the proposed roadway from Keyrock Drive to Terry Fox Drive with a divergence at the crossing of the railway line to accommodate the embankments needed for a future grade separation.

Goulbourn Forced Road crosses over the connection between the Beaver Pond and the Kizell Cell. The roadway profile will be raised in this area and a new wider embankment will be constructed. The new Goulbourn Forced Road embankment will act as a low-height dyke for the portion of the alignment adjacent to the Kizell Cell. A new 2,400 millimetre by 1,500 millimetre culvert will be constructed to convey flows through the embankment.

A sanitary sewer will also be constructed in the north segment of the new road. The cost of the sanitary sewer and the watermain are not included in the Front-Ending Agreement as they are being constructed at the developer's cost.

RURAL IMPLICATIONS

There are no rural implications associated with this report.

CONSULTATION

In 2006, the Goulbourn Forced Road EA was carried out as a schedule C project in accordance with the Municipal Engineer's Association Class EA process for municipal road projects (2000). All development approvals were conducted according to the requirements of the *Planning Act* and the City's Public Notification and Consultation Policy. KNL Developments Inc. agrees to front-end the reconstruction of Goulbourn

Forced Road in accordance with the principles set forth in Document 2 and the Council-approved Front-Ending Policy noted in Document 3.

COMMENTS BY THE WARD COUNCILLOR

Councillor Wilkinson provided the following comments:

“I am in support of the recommendation to increase the budget on KNL’s front-ending agreement for these portions of the Goulbourn Forced Road (GFR). I will also comment on the suggestion that the GFR may not be required to be completed. This is the only connecting link from south to north between March Road and Terry Fox so is essential for community connectivity. The eventual closure of the existing route of the GFR north of the railway crossing through environmental lands should not be compromised by a future failure to complete the road as indicated in the Environmental Assessment for its alignment.”

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 the report.

ASSET MANAGEMENT IMPLICATIONS

There are no asset management implications associated with the recommendations of this report.

FINANCIAL IMPLICATIONS

The project is included in the City’s 2014 Development Charge Background Study as item 1.X1444 Goulbourn Forced Road and Second Line Re-alignment, with a gross capital cost of \$7 million, with 90% attributed to growth and 10% to non-growth.

The proposed increase to the Front-ending Agreement is \$728,900 plus applicable taxes, for an amended total of \$6,878,900 plus applicable taxes, broken down as follows:

Revised Estimates

	Up-Set Limit
Construction and realignment of Goulbourn Forced Road	\$4,300,000
15% engineering	\$645,000
15% contingency	\$645,000
Hydro pole relocation, including 25% allowance for Level-C cost estimate approved by Planning Committee on September 13, 2016.	\$560,000
Original Scope	\$6,150,000
Additional items added to scope beyond original:	
A. Additional construction	\$465,000
B. 15% additional engineering	\$69,750
C. 15% additional contingency	\$69,750
D. Additional contingency (related to sheet piling)	\$124,400
Total additional items	\$728,900
Grand total	\$6,878,900

Repayment will be based on the actual value, to the upset limit, and subject to the fulfilment of the Front-ending Agreement conditions. All contingency costs incurred must be justified and include supporting invoices and payment certificates. Should the actual costs exceed the upset limit, the additional costs will be borne by the developer.

Pending Council approval, account 908777 FEA-Goulbourn Forced Road will be increased from \$6,258,000 to \$6,999,969 (\$6,878,900 plus sunk HST). Funding for the additional \$741,729 will be \$667,800 from Development Charges and \$74,200 from City-Wide Capital. The City-Wide Capital funding represents a pre-commitment against the 2019 City-Wide funding envelope for Transportation Services.

ACCESSIBILITY IMPACTS

There are no accessibility impacts associated with this report.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications 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.

SUPPORTING DOCUMENTATION

Document 1 Location Map

Document 2 Front-Ending Agreement Principles

Document 3 Council Approved Front-Ending Policy

DISPOSITION

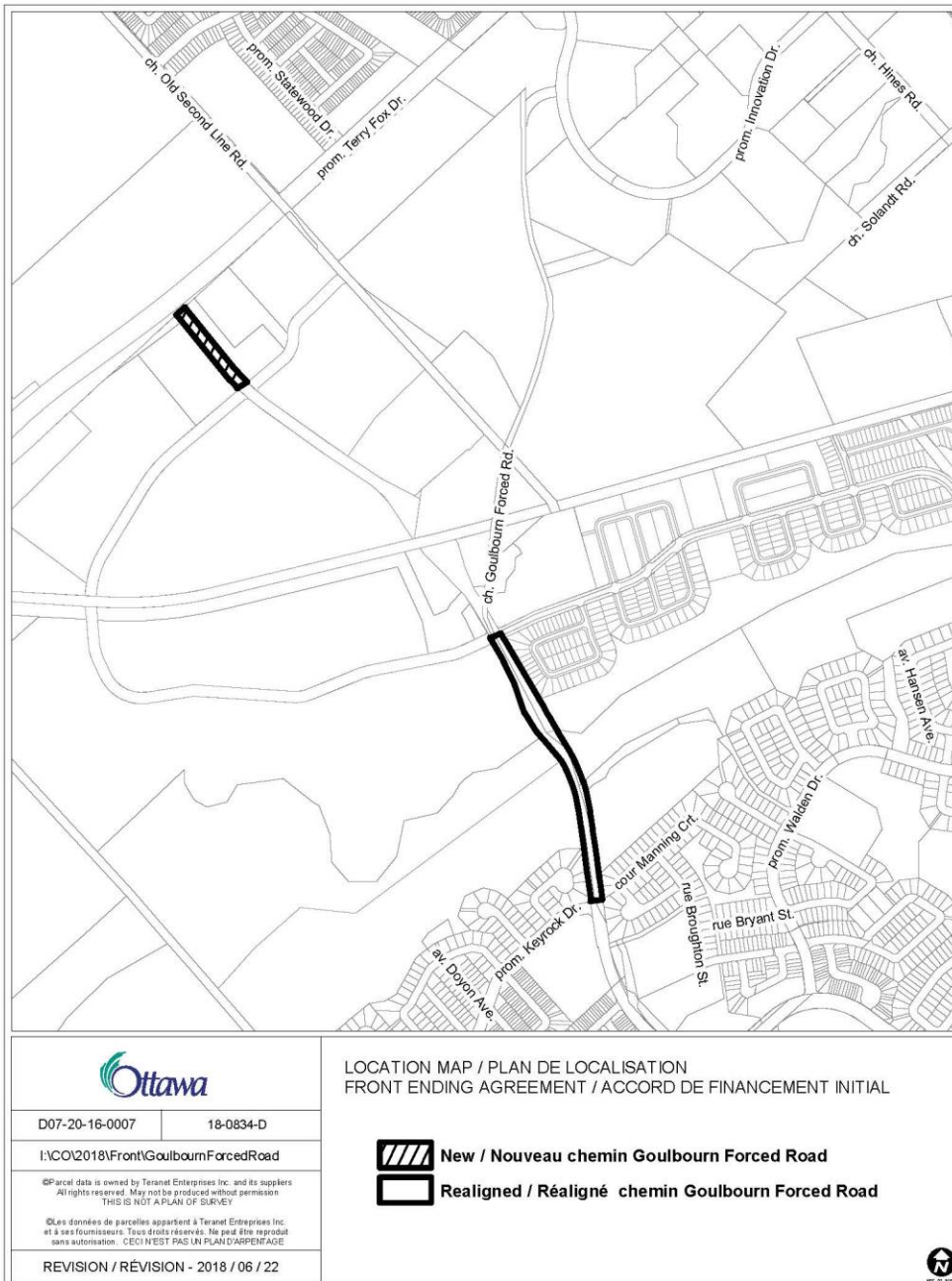
Staff are recommending this report be considered at the July 11, 2018 Council meeting to prevent delays in approval caused by the eight week delay before the next scheduled Council meeting on August 29, 2018.

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 Map

This map illustrates the segments of Goulbourn Forced Road subject to the Front-Ending Agreement.



Document 2 – Front-Ending Principles

1. KNL Developments INC., are required to post 100 per cent securities for the full cost of the design and construction of the two lane reconstruction and alignment of Goulbourn Forced Road, estimated at \$5,590,000 including engineering and contingencies plus applicable taxes.
2. The 15 per cent engineering fee allowance will include the City's 4 per cent design and inspection fee. The engineering and contingencies do not apply to the Hydro Ottawa pole relocation contract. A 25 per cent allowance has been applied to the Hydro Ottawa contract to account for their level C cost estimate.
3. The cost of the two-lane reconstruction and alignment of Goulbourn Forced Road is set at an upset limit of \$5,590,000 including engineering and contingencies plus applicable taxes. Contingent costs incurred shall be justified and include supporting invoices and payment certificates. Should the cost exceed the upset limit, the additional cost shall be borne by KNL Developments Inc. and the City shall not be obligated to compensate for additional costs.
4. The additional costs associated with the expanded scope to include intersection works at Goulbourn Forced Road and Terry Fox Drive are set at an upset limit of \$604,500 including engineering and contingencies plus applicable taxes. Contingent costs incurred shall be justified and include supporting invoices and payment certificates. Should the cost exceed the upset limit, the additional cost shall be borne by KNL Developments Inc. and the City shall not be obligated to compensate for additional costs.
5. The increase to the upset limit of \$124,400 plus applicable taxes to the overall contingency envelope is to address additional costs related to sheet piling along Goulbourn Forced Road in the area of the Beaver Pond Storm Water Management Facility. Contingent costs incurred shall be justified and include supporting invoices and payment certificates. Should the cost exceed the upset limit, the additional cost shall be borne by KNL Developments Inc. and the City shall not be obligated to compensate for additional costs.
6. The City will reimburse KNL Developments INC. after the works have been granted approval by the City. Reimbursement will be \$4,000,000 in 2020 with the balance paid in 2021.

7. The repayment of the construction costs of the two-lane reconstruction and alignment of Goulbourn Forced Road shall be pursuant to the Council-approved Front-Ending Policy as referenced under Document 3.
8. KNL Developments Inc. will not be entitled to receive indexing pursuant to conditions noted in Document 3.
9. KNL Developments Inc. will update the Transportation Study for each phase of the subdivision, which will address the timing, and phasing of construction of Goulbourn Forced Road. KNL Developments Inc. acknowledges that the agreement will not include the section of Goulbourn Forced from Walden Drive South to Walden Drive North, including the railway crossing. KNL Developments Inc. acknowledges that road works are eligible for financial contribution from the City's Development Charge Reserve Fund currently set at \$4,000,000 for the year 2020 with the remaining balance in 2021. If the final section of Goulbourn Forced Road from Walden Drive South to Walden Drive North, including the railway crossing, is required then the cost will certainly exceed the current \$7,000,000. Therefore, staff will introduce for Council's consideration the extra costs in the next Development Charge By-law update.
10. The roadway will include any requirements stipulated in the *Environmental Assessment Act*.
11. As part of the detailed design for Goulbourn Forced Road, an environmental mitigation plan will be required.
12. KNL Developments Inc. will provide a complete bedrock excavation and design where applicable and a monitoring proposal prepared by a blasting/vibrations specialist prior to commencing construction.
13. KNL Developments Inc. will acquire all necessary permits prior to construction.
14. The City will not pay extra contingency costs for work done in the winter.
15. The City will pay KNL Developments Inc. only the portion that relates to beaver control for the inlet control structure at the upstream end of the Kizell drain culvert. The cost of the inlet structure that will be used for stormwater control in the future will be paid entirely by the owner. The portion of the inlet costs for beaver control will be determined at the time of the agreement.

16. There will be no payment for removal of peat and fill with replacement by rock and fill for sanitary sewers, watermains and storm sewers that service the subdivision. The tender contract will have individual rock excavation item for water, sewer, storm for Goulbourn Forced Road and storm for the subdivision. There will be no payment for the construction of and including rock removal for sanitary sewers, watermains and storm sewers that service the subdivision.
17. The final tender or a contract amount provided by the owner plus engineering and contingencies plus applicable taxes will be used in the agreement as the upset limit in the costs eligible for reimbursement.
18. The City will enter into a Front Ending Agreement with KNL Developments Inc. only after they register their subdivision.

Document 3 – 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 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. Storm water ponds and related sewer works that are 100 per cent development charge funded in the recommended by-laws will be paid back to the developer based on revenues as they are collected from the designated area. This means that at no time are the repayments to exceed the revenues received. Each Front-Ending Agreement will define the geographic area involved and a separate and specific deferred revenue account may be set up to keep track of the revenues collected and payments made. Crediting will also be allowed for the Front-Ending Agreements related to stormwater ponds. Indexing shall apply to the outstanding balance in accordance with the rate of indexation pursuant to the Development Charge By-laws.
4. For all other capital projects, a lump sum payment, both the development charge portion and the City portion, will be made to the developer in the year the project is identified in the City's 10-year capital plan at the time the Front-Ending Agreement is approved. Should growth occur earlier than forecasted, then repayment would be accelerated to reflect the revised timing the City would have budgeted for the project. If growth occurs more slowly than forecasted, then the

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

5. The development charge portion that will be reimbursed will be indexed yearly in accordance with the rate of indexation pursuant to the Development Charge By-laws up to the year the capital project has been budgeted (City Council approved February 7, 2005).
6. Given that the City will be assuming operating costs earlier than anticipated through the Front-Ending Agreement process; the City is not to pay any carrying costs to the developer.
7. All development charges payable by developers must be paid up front in accordance with the City's by-law. With the exception of the stormwater ponds and related sewer works, there will not be any crediting allowed as a result of entering into a Front-Ending Agreement. On December 8, 2004, City Council approved, "That staff be directed to work with the industry to develop the details of a credit policy to be incorporated into the Front-Ending Policy".
8. In the case where a developer(s) has front-ended a project that at the discretion of the City benefits other developers, those developers who were not part of the Front-Ending Agreement shall pay all of their development charges owed either at the time of registration of a plan of subdivision or upon the issuance of the first conditional building permit, whichever comes first (City Council approved July 14, 2004 Motion 16/5).
9. In the case where multiple Front-Ending Agreements are in force in the same area-specific development charge By-law, and the City has approved the front-ended works for development charge reimbursements, the front-enders will share in the distribution of development charge revenues on a pro-rata basis with other stormwater drainage projects. The pro-rated works shall be based on the balance of the outstanding amount owing on the date the repayment is due. Existing front-enders will be advised of new Front-Ending Agreements for stormwater works within the same benefiting area and area-specific development charge By-law.

10. The capital project upset limits for engineering, project management, and contingency shall be the established rates set in accordance with the City's Development Charge By-laws and accompanying background studies, as amended.
11. Land remuneration shall be subject to an appraisal by a professional land appraiser and the appraisal shall be conducted in accordance with the terms of reference as established in the City's Development Charge By-laws and accompanying background studies, as amended. The upset limit for land remuneration shall be the lesser of the appraised value and the upset limit in accordance with the City's Development Charge By-laws and accompanying background studies.
12. Indexing shall apply to the total project costs if the front-ended works have been delayed over a period of time; the front-ender provides justification for the delay, and with the written concurrence of the City.
13. Where a front-ender is eligible for development charge reimbursement, documentation is required to support the reimbursement in accordance with the City's Purchasing Policy. The Front-Ending Agreement shall identify at which stage the documentation shall be required. The following documentation shall be forwarded to the City before payment is issued:
 - a. An invoice summarizing the front-ended works, and separate cost items, if applicable, for land, construction costs, engineering fees, project management fees, contingency fees, and applicable taxes.
 - b. Payment Certificates, including the final certificate, signed by the developer's civil engineer.
 - c. All invoices supporting re-payment for the front-ended works.
 - d. Statutory Declaration.
 - e. Certificate of Substantial Performance.
 - f. Workplace Safety and Insurance Board Clearance Certificate (WSIB).
 - g. Certificate of Publication.

14. A report to Council is required to authorize staff to enter into a Front-Ending Agreement. The recommendation will include the financial commitment of the City, specify the funding source(s), the project timeline and where necessary, request that a specific deferred revenue account be established. The financial comment in the report will specify the timelines for the repayment, an operating budget impact and an estimate of the year in which the operating budget impact will begin. It should also indicate the year in which the project was originally identified in the City's 10-year capital plan. A capital project will be established upon Council approval to enter into a Front-Ending Agreement. The status of these projects will be provided to Council on a yearly basis.

15. No capital project identified outside of the Council-approved 10-year long-range capital plan, shown in the Development Charge Background Study is eligible to be front-ended unless another item(s) of comparable value, funding allocation, and timing is delayed. A capital project identified with a post-period deduction applied to the gross cost will only have the development charge portion reimbursed if front-ended over the term of the by-law. Indexing would not be applicable to the repayment of the post-period component of the project cost. If growth occurs more slowly than forecasted, then the City Treasurer will have the authority to add an additional three years, without interest, to the repayment of the post-period component of the front-ended project from development charges.