

**Report to
Rapport au:**

**Planning Committee
Comité des transports
27 August 2020 / 27 août 2020**

**and Council
et au Conseil
9 September 2020 / 9 septembre 2020**

**Submitted on 17 August 2020
Soumis le 17 août 2020**

**Submitted by
Soumis par:
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Ward: KANATA SOUTH (23) / KANATA- SUD (23) File Number: ACS2020-PIE-PS-0091

**SUBJECT: Front-Ending Report – (Eagleson Road and Romina Street/Emerald
Meadows Drive)**

**OBJET: Rapport d'entente préalable – chemin Eagleson, rue Romina et
promenade Emerald Meadows**

REPORT RECOMMENDATIONS

That Planning Committee recommend that Council delegate authority to the General Manager, Planning, Infrastructure and Economic Development Department to enter into a Front-Ending Agreement for the above ground traffic signalization at Eagleson Road and Romina Street/Emerald Meadows Drive (DC Item # 1.05244 – 2019 Study) to be partially front-ended by Claridge Homes at an upset limit of \$250,000 (including applicable H.S.T.) with reimbursement to occur in 2021.

RECOMMANDATIONS DU RAPPORT

Que le Comité de l'urbanisme recommande au Conseil de déléguer au directeur général de la Planification, de l'Infrastructure et du développement économique le pouvoir de conclure une entente préalable visant à ce que l'aménagement de la signalisation routière en surface, à l'intersection du chemin Eagleson, de la rue Romina et de la promenade Emerald Meadows (Redevance d'aménagement n° 1.05244 – Étude 2019), soit partiellement réalisé, dans le cadre d'une entente préalable, par Claridge Homes, jusqu'à concurrence de 250 000 \$ (TVH applicable incluse), avec un remboursement devant avoir lieu en 2021.

BACKGROUND

The intersection of Eagleson Road and Romina Street/Emerald Drive is currently identified in the 2019 City-Wide Development Charges Background Study for funding and construction in 2020-2031.

The Ontario Traffic Manual Book 12 provides guidance on when to select a traffic signal for an intersection - based on seven justifications (such as volumes, delay, collisions, etc.). When one (or more) of the justifications are met, then a signal is considered justified or warranted.

Currently, this intersection is anticipated to meet the provincial traffic signalization warrant sometime after 2025, depending on the pace of development and background traffic growth on Eagleson Road. Therefore, the installation of this signal can only be accomplished through developer front-ended funding.

DISCUSSION

The intersection of Eagleson Road and Romina Street/Emerald Meadows Drive (see Location Map in Document 3) was reviewed for possible signalization and is not expected to meet the required warrant prior to 2025. Therefore, at the request of Ward Councillor's office and in consultation with the Transportation Services Department, Claridge Homes are prepared to front-end a portion of the cost for the intersection modification at Eagleson Road and Romina Street/Emerald Meadows Drive. Upon approval of the Front-Ending Agreement, the work is to begin in late 2020 and will consist of the eventual signalization of Eagleson Road and Romina Street/Emerald Meadows Drive.

The cost for Claridge Homes' contribution has been established and capped at \$250,000 including applicable HST with a payback date of 2021. The operating costs for the proposed traffic signal will be funded by the Ward Councillor's temporary traffic calming budget until the expiration of the term of Council in 2022. A Councillor's budget cannot be committed beyond the end of the term of Council. Thereafter, until the traffic signal is warranted (2025 or earlier), the operating costs will be a budget pressure for the Transportation Services Department. With the installation of the signals, traffic volumes may increase such that the warrants are indeed met before 2025.

The estimated annual operating cost for the intersection is \$12,000 and will not be the responsibility of Claridge Homes. All costs above Claridge Homes' \$250,000 portion will be borne by the City.

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 Public Notification and Consultation Policy. The front-ending entities agree to the process outlined herein.

COMMENTS BY THE WARD COUNCILLOR

Councillor Hubley is aware of this road work and the payback terms.

LEGAL IMPLICATIONS

There are no legal impediments to implementing the recommendations as outlined in the report.

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with the recommendations in this report.

ASSET MANAGEMENT IMPLICATIONS

The recommendations documented in this report are consistent with the City's Comprehensive Asset Management (CAM) Program objectives. The implementation of the CAM Program results in timely decisions that minimize lifecycle costs and ensure the long-term affordability of assets. To fulfill its obligation to deliver quality services to the community, the City must ensure that assets supporting City services are managed in a way that balances service levels, risk and affordability.

FINANCIAL IMPLICATIONS

The works are included in the City's 2019 Development Charge Background Study as Item 1.05244 with a gross budget of \$27,254,000. The upset limit for re-imburement to the Claridge Homes is \$250,000 including applicable HST and its planned repayment will be funded by Transportation Services' Intersection Control Measures capital program. Estimated operating costs for the proposed traffic signal will be funded by the Ward Councillor's temporary traffic calming budget until the end of Term of Council in 2022 and thereafter funded by Transportation Services until the traffic signal is warranted (2025 or earlier).

ACCESSIBILITY IMPACTS

All infrastructure will be designed and constructed as per the relevant legislation and regulations.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications related to this report.

TERM OF COUNCIL PRIORITIES

This project addresses the following Term of Council Priorities:

- Integrated Transportation;
- Enable effective mobility through a sustainable, accessible and connected city transportation system.

SUPPORTING DOCUMENTATION

Document 1 Front-Ending Agreement Principles

Document 2 Council Approved Front-Ending Policy

Document 3 Location Map

DISPOSITION

Staff are recommending this report be considered at the September 9, 2020 Council meeting. Legal Services to prepare the final form of the Agreements in consultation with the Planning, Infrastructure and Economic Development Department.

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

Document 1 – Front-Ending Agreement Principles

1. Claridge Homes is required to post 100 per cent securities for their portion of the cost of the design and construction of the intersection of Eagleson Road and Romina Street/Emerald Meadows Drive, capped at \$250,000.

Document 2 – Council Approved Front-Ending Policy

Front-Ending Agreements are requested by developers who wish to have specific growth-related capital works in place in advance of the City's Capital Project Plans for emplacement of these same works: developers agree to finance the works at the "front-end" and recover their costs from the City at a later date. The following conditions must be met for the City to enter into a Front-Ending Agreement:

1. All Front-Ending Agreements with the City will be for growth-related capital works that have been included in a development charge study.
2. The contract for front-ended works shall be awarded by the front-ender in accordance with the City's Purchasing Policy of a competitive procurement process and subject to the review and satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. Where the front-ender does not award the work in accordance with the City's purchasing policy, they must demonstrate that competitive pricing has been obtained, through independent analysis of their engineer, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development Department. The contract for the work must be made available to the City to provide to the public.
3. Stormwater ponds and related sewer works that are 100 per cent development charge funded in the recommended by-laws will be paid back to the developer based on revenues as they are collected from the designated area. This means that at no time are the repayments to exceed the revenues received. Each Front-Ending Agreement will define the geographic area involved and a separate and specific deferred revenue account may be set up to keep track of the revenues collected and payments made. Crediting will also be allowed for the Front-Ending Agreements related to storm water ponds. Indexing shall apply to the outstanding balance in accordance with the rate of indexation pursuant to the Development Charge By-laws.
4. For all other capital projects, a lump sum payment, both the development charge portion and the City portion, will be made to the developer in the year the project is identified in the City's 10-year capital plan at the time the Front-Ending Agreement is approved. Should growth occur earlier than forecasted, then repayment would be accelerated to reflect the revised timing the City would have budgeted for the project. If growth occurs more slowly than forecasted, then the City will have an additional one to three years (one to three years from the year the project was identified in the 10-year plan) to make repayments. Only in this latter case will the City's portion of the payment be indexed beginning with the

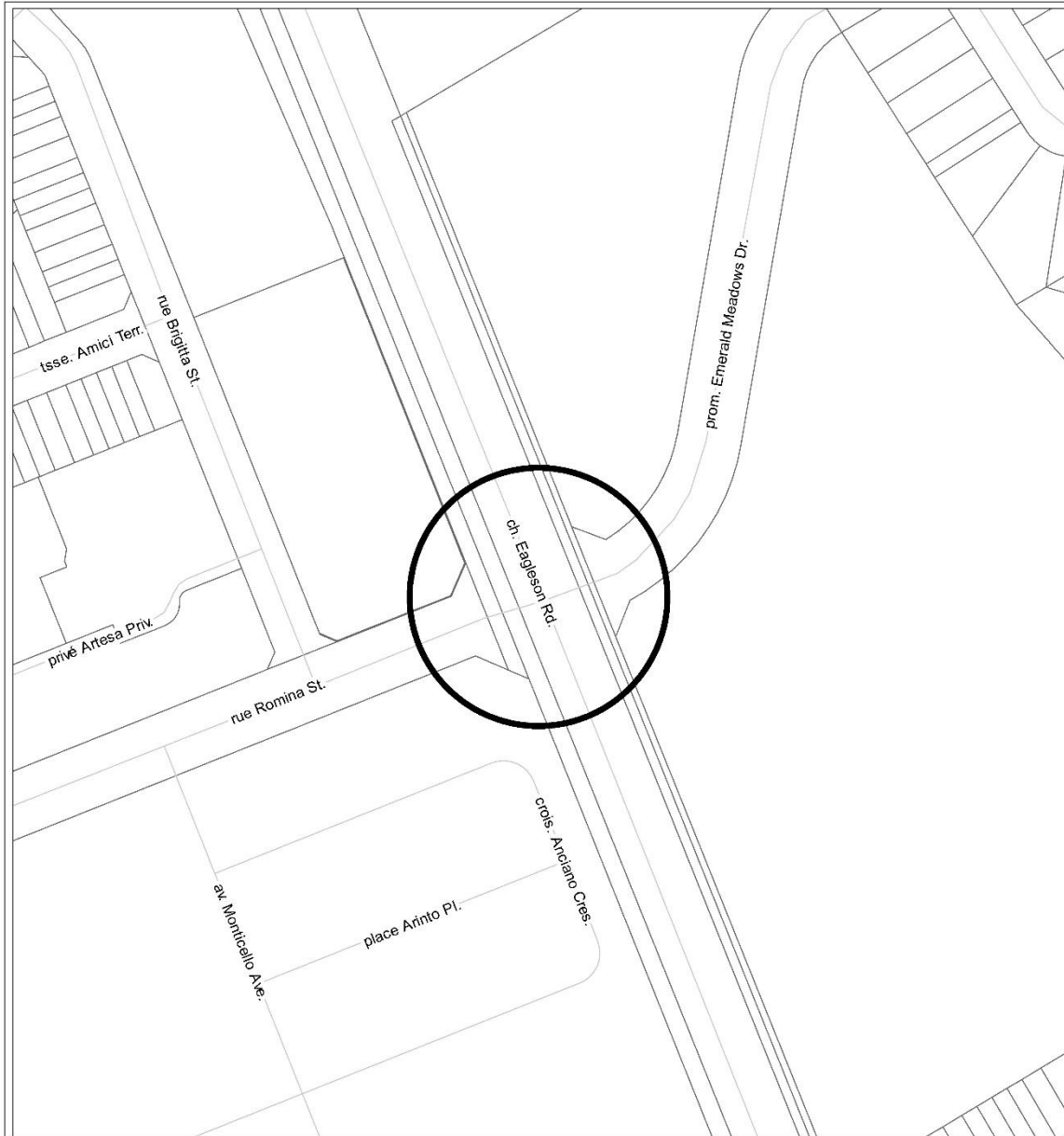
year the project was identified in the 10-year plan.




5. Given that the City will be assuming operating costs earlier than anticipated through the Front-Ending Agreement process; the City is not to pay any carrying costs to the developer.
6. All development charges payable by developers must be paid up front in accordance with the City's by-law. Except for the stormwater ponds and related sewer works, there will not be any crediting allowed as a result of entering into a Front-Ending Agreement. On December 8, 2004, City Council approved, "That staff be directed to work with the industry to develop the details of a credit policy to be incorporated into the Front-Ending Policy".
7. In the case where multiple Front-Ending Agreements are in force in the same area-specific Development Charge By-law, and the City has approved the front-ended works for development charge reimbursements, the front-enders will share in the distribution of development charge revenues on a pro-rata basis with other storm water drainage projects. The pro-rated works shall be based on the balance of the outstanding amount owing on the date the repayment is due. Existing front-enders will be advised of new Front-Ending Agreements for stormwater works within the same benefiting area and Area-Specific Development Charge By-law.
8. The capital project upset limits for engineering, project management, and contingency shall be the established rates set in accordance with the City's Development Charge By-laws and accompanying background studies, as amended.
9. Land remuneration shall be subject to an appraisal by a professional land appraiser and the appraisal shall be conducted in accordance with the Terms of Reference as established in the City's Development Charge By-laws and accompanying background studies, as amended. The upset limit for land remuneration shall be the lesser of the appraised value and the upset limit in accordance with the City's Development Charge By-laws and accompanying background studies.
10. Indexing shall apply to the total project costs if the front-ended works have been delayed over a period of time; the front-ender provides justification for the delay, and with the written concurrence of the City.
11. Where a front-ender is eligible for development charge reimbursement, documentation is required to support the reimbursement in accordance with the

City's Purchasing Policy. The Front-Ending Agreement shall identify at which stage the documentation shall be required. The following documentation shall be forwarded to the City before payment is issued:

- An invoice summarizing the front-ended works, and separate cost items, if applicable, for land, construction costs, engineering fees, project management fees, contingency fees, and applicable taxes.
 - Payment Certificates, including the final certificate, signed by the developer's civil engineer.
 - All invoices supporting re-payment for the front-ended works.
 - Statutory Declaration.
 - Certificate of Substantial Performance.
 - Workplace Safety and Insurance Board Clearance Certificate.
 - 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 other item(s) of comparable value, funding allocation, and timing is delayed. A capital project identified with a post-period deduction applied to the gross cost will only have the development charge portion reimbursed if front-ended over the term of the by-law. Indexing would not be applicable to the repayment of the post-period component of the project cost. If growth occurs more slowly than forecasted, then the City Treasurer will have the authority to add an additional three years, without interest, to the repayment of the post-period component of the front-ended project from development charges.

Document 3 – Location Maps



		LOCATION MAP / PLAN DE LOCALISATION FRONT ENDING AGREEMENT / ACCORD DE FINANCEMENT INITIAL	
D07-16-19-001	20-0663-L	 ch. Eagleson Rd. and/et rue Romina St.	
I:\CO\2020\Front\Eagleson_Romina			
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