



The Corporation of the Town of Milton

Report To: Council

From: M. Paul Cripps, P. Eng., Commissioner, Engineering Services

Glen Cowan, Chief Financial Officer/Treasurer

Date: October 28, 2019

Report No: ENG-035-19

Subject: Agreement with OPG Derry Green Lands Inc. to advance Louis St Laurent Ave. from James Snow Parkway to Fifth Line

Recommendation: **THAT Council authorize the Mayor and Deputy Clerk to execute a funding agreement between the Town and OPG Derry Green Lands Inc. (OPGDL) for the acceleration of the Municipal Class Environmental Assessment and detailed design of Louis St Laurent Ave. from James Snow Parkway to Fifth Line;**

AND THAT Council approve a new capital project for the advancement of the Municipal Class Environmental Assessment and detailed design from the 2021 Capital Budget Forecast in support of the Derry Green Corporate Business Park Area, C34003819 Louis St Laurent (James Snow Pkwy to Fifth Line), in the amount of \$429,737 funded from Developer Liabilities of \$419,737 and Developer Recovery of \$10,000;

AND FURTHER THAT the Commissioner of Engineering Services be given delegated authority to negotiate and make changes to an agreement detailing terms and conditions of this endeavor prior to execution.

REPORT

Background

OPG Derry Green Lands Inc. (OPGDL) owns lands that front upon either side of the future Louis St Laurent Ave. road allowance from James Snow Parkway to Fifth Line.

Currently this section of road is scheduled in the Town's Capital Forecast for design in 2021 and construction in 2023.

OPGDL has approached the Town and wishes to advance the design and construction of the road to suit OPGDL's timeframe for development.



Discussion

In order to advance construction of Louis St Laurent Ave. from James Snow Parkway to Fifth Line, a Municipal Class Environmental Assessment (MCEA) is required.

OPGDL will front end the cost of the MCEA and the design of the road and the Town will reimburse OPGDL for costs associated in a future budget.

This report seeks Council's approval to enter into an agreement to conduct a MCEA and to complete the design of Louis St Laurent Ave. from James Snow Parkway to Fifth Line.

Under the draft agreement, attached as Appendix I, OPGDL will be responsible for the completion of the works as defined by the Town through the Terms of Reference, including the procurement of consulting services subject to the Town's approval. OPGDL is required to provide the Commissioner, Engineering Services direct access to the consultant as necessary to review the draft environmental study report and detailed design alternatives as well as any associated documents to ensure Town and Provincial specifications are met. OPGDL is responsible for 100% of the actual study costs until such time as the project and reimbursement is approved by Council through the annual budget process.

For the Town, this arrangement will allow the accelerated provision of infrastructure to service the Derry Green Industrial development area and provide alternative access to this phase of industrial expansion, while keeping within expected expenditures. For the developer, the arrangement allows the provision of infrastructure in a timeframe that suits their schedule. Overall, this is a win-win partnership that will accelerate the development of important employment lands in Milton.

Financial Impact

The 2019 Capital Budget and Forecast projected the MCEA and detailed design of Louis St Laurent Ave., from James Snow Parkway to Fifth Line, in the year 2021. This funding agreement will permit OPGDL to proceed with the development of their lands within the Derry Green Corporate Business Park. Through the Agreement, OPGDL will initially fund 100% of the costs of the MCEA and detailed design of Louis St Laurent Ave. from James Snow Parkway to Fifth Line. Following Council approval of funding for the works through the annual budget process, OPGDL will be reimbursed through Roads Development Charges for all costs excluding consultant peer review expenses. Any consultant peer review expenses incurred throughout the project will be the sole responsibility of OPGDL.

It is recommended a new capital project, C34003819 Louis St Laurent Ave. (James Snow Pkwy to Fifth Line), be approved in the amount of \$429,737 as detailed in the following table:



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	Amount
Design*	\$ 189,645
Environmental Assessment*	162,575
Contingency	35,000
Other Professional Fees (Consultant Peer Review)	10,000
Project Management Recovery	20,000
Capital Surcharge	12,517
TOTAL Expenses	\$ 429,737
Developer Recovery	10,000
Developer Liabilities	419,737
TOTAL Revenues	\$ 429,737

* Inclusive of disbursements and non-refundable HST

Respectfully submitted,

M. Paul Cripps, P. Eng.
Commissioner, Engineering Services

Troy McHarg
Commissioner, Corporate Services / Town Clerk

For questions, please contact: John Brophy
Melanie Wallhouse

Phone: Ext. 2516
Phone: Ext. 2314

Attachments

Appendix I: Draft Agreement
Appendix II: Key Map

CAO Approval
Andrew M. Siltala
Acting Chief Administrative Officer

**OPG DERRY GREEN LANDS INC.
LOUIS ST. LAURENT AVENUE (JAMES SNOW PARKWAY TO FIFTH LINE)
MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT AND DESIGN
FUNDING AND REIMBURSEMENT AGREEMENT**

THIS AGREEMENT made this X day of (Month), 2019.

B E T W E E N:

THE CORPORATION OF THE TOWN OF MILTON

(the "Town")

-and-

OPG DERRY GREEN LANDS INC.

(the "Owner")

RECITALS

WHEREAS:

- A. The Owner is the registered owner of the Owners' Lands, as defined herein, located within the Derry Green Business Park Development Area;
- B. The Derry Green Business Park Development Area requires an extension of Louis St. Laurent Avenue from James Snow Parkway to Fifth Line;
- C. Prior to extending the Louis St. Laurent Avenue, the Town is required to complete a Municipal Class Environmental Assessment, (the "Study, as defined herein) the capital budget for which has not yet received approval from Town Council;
- D. Given the Owner's intended timeframe for developing the Owners Lands, which would be impacted by the timing of Council approval of the funding of the Study, the Owner has requested authorization to conduct and fund the Study itself;
- E. The costs of the Study will be reimbursed by the Town upon Council approval in a future Town capital budget, in accordance with this Agreement; except such costs as arise as a result of the Owner undertaking the Study instead of the Town as further specified in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of good and other valuable consideration and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

DEFINITIONS AND INTERPRETATION

- 1. (a) In this Agreement, including in the Recitals and Definitions:

Actual Study Costs means all actual costs incurred related to the carrying out and completion of the Study, and includes, but is not limited to, any capital surcharge and Project Management Fees incurred by the Town in relation to the study. For Further clarity, Peer Review Costs and Legal and Administration Fees are not part of the Actual Study Costs ;

Agreement: means this Agreement;

Commissioner means the Commissioner of Engineering Services for the Town;

Consultant(s) means the consultant(s) or consulting firm or firms retained by the Owner to carry out the Study;

Council means Council of the Town;

Detailed Design means all work required to complete the engineering design (including all underground works) to the satisfaction of the Town of Milton and in accordance with Town Standards, up to and including 100% design drawings and associated reports. 100% design includes all construction contract specifications, drawings, reports and associated tender documents.

Estimated Study Costs means all estimated costs related to the carrying out and completion of the Study and includes the contingency allowance, capital surcharge and Project Management Fees. ;

Event of Default shall have the meaning ascribed thereto in Subsection 8(a);

Legal and Administration Fee means the legal & administration fee per agreement as outlined the Town's User Fee By-law (By-law 071-2019 as amended or successor by-laws thereto)

Derry Green Business Park means the Derry Green Corporate Business Park development area, being an area designated for development as shown on Schedule "A";

Owners' Lands means the lands depicted on Schedule "B" in the Town of Milton, in the Regional Municipality of Halton;

Peer Review Costs: the costs incurred by the Town to retain consultants to assist the Commissioner in the reviews more particularly set out in Section 3.

Project Management Fee means a fee to cover the Town's staff time in managing the peer review of the Study further described in Section 3;

Reimbursement means the monies to be provided by the Town to the Owner in accordance with Section 7 for reimbursement to the Owner of their funding of the Actual Study Costs pursuant to this Agreement and as defined in Subsection 7(a);

Study means the Municipal Class Environmental Assessment and associated Detailed Design for the extension of Louis St. Laurent from James Snow Parkway to Fifth Line, within the Derry Green Business Park, to be undertaken by the Owner and its consultants in accordance with the Terms of Reference, as outlined in Schedule "C".

Terms of Reference means the terms of reference to be used by the Consultants in preparing the Study, as approved by the Town.

Town means The Corporation of the Town of Milton;

(b) References in this Agreement to legislation, including by-laws, shall be deemed to include the words "as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto."

GENERAL MATTERS

2. (a) The statements contained in the Recitals, which are to be read as an integral part of this Agreement, are true and correct, and further that the Owner has requested that the Study proceed at this time and has voluntarily entered into this Agreement to allow for same. Schedules, section, subsection or clause numbers referred to herein shall mean schedules, section or subsection or clause numbers contained in this Agreement unless otherwise specified.
- (b) The lands affected by this Agreement are those lands depicted in Schedule "A" and "B".
- (c) The approximate location of the Study at the time of execution of this agreement is shown on Schedule "B" attached hereto.
- (d) Unless otherwise specified, all amounts payable pursuant to this Agreement and in respect of the Study are exclusive of Harmonized Sales Tax (HST) and the Owners shall pay all applicable HST in addition to the amounts set out herein. The Owner acknowledges that no Reimbursement shall be received and/or payable in respect of HST for the Study.
- (e) The following HST provisions apply:
 1. The Town will, at all times, be complying with Revenue Canada's applicable HST legislation and rules. The Town will be self-assessing and remitting HST to Revenue Canada. Any HST amount not eligible for full Input Tax Credits, including any portion of the non-refundable rebate will be funded from the Town's development charges Services Related to a Highway reserve fund.
 2. The eligible input tax credit for the HST paid by the Owner for any and all of the contracts anticipated to be awarded for the Study is to be reported to Revenue Canada by the Owners.
- (f) The parties agree that, notwithstanding any other provision herein, the scope of this Agreement and the Study/work to be conducted and funded hereunder will be only for the Municipal Class Environmental Assessment and Detailed Design for Louis St. Laurent (James Snow Parkway to Fifth Line); however, such scope may be expanded, by duly authorized written agreement between the Owner and the Town, to include other work, plans, studies and/or reports.

MANAGEMENT OF THE STUDY

3. The Town and Owner have established that the Study shall be carried out in accordance with the Terms of Reference. The owner shall be responsible for the completion of the Study, subject to all necessary Town and other regulatory approvals, and for retaining consultants and engineers and entering into any contracts required to complete the Study in accordance with the terms of this Agreement.
4. (a) More particularly, the Study will include the reports, plans and studies outlined in Schedule "C".
- (b) The Terms of Reference shall be approved by the Town only. The Town will afford the Owner the opportunity to comment on the Terms of Reference, but the Town may accept or reject any such comments.
- (c) The Owner shall be responsible for the Study and all applicable regulatory agency specifications, requirements and processes, including without limiting the generality of the forgoing, all specifications, requirements and processes associated with satisfying the requirements Municipal Class Environmental Assessment under the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (d) The Owner will provide the Commissioner with opportunities to meet with and speak with the Consultant and to review the design alternatives, supporting studies, and the draft environmental study report, and any associated documents and to propose such changes to ensure Town and Provincial specifications are met. As such, the Owner will submit the alternative design concepts, any documents to be communicated to the public (prior to distribution to the public), and the draft environmental study report, and any associated documents or background studies, to the Town for review and approval. The Commissioner will carry out the aforementioned review and provide any comments on a timely basis. To assist in this review, the Commissioner may engage, at his sole discretion, the use of one of the Town's consultants. The Peer Review Costs of any such consultant shall be the sole responsibility of the Owner, and will be invoiced by the Town accordingly. Any comments made by the Commissioner will be

communicated to the Owner on a timely basis.

- (e) The Owner will provide the Commissioner with an opportunity to review the Detailed Design and to make changes to ensure Town specifications are met. As such, the Owner will submit design drawings and specifications to the Town for approval at the thirty percent (30%), sixty percent (60%), ninety percent (90%) and one hundred percent (100%) completion stages and the Commissioner shall carry out the aforementioned review and provide any comments on a timely basis. To assist in this review, the Commissioner may engage, at his sole discretion, the use of one of the Town's consultants. The Peer Review Costs of any such consultant shall be the sole responsibility of the Owner, and will be invoiced by the Town accordingly.
- (f) As of the date of this Agreement the Owner has retained Stantec Consulting Ltd. as the Consultant. If the Owner changes the Consultant for any reason during the Study they shall ensure that the new Consultant is a consulting engineering firm, with demonstrated experience in managing a project of this nature, with the principal responsible for the Study licensed to practice engineering in the province of Ontario. Any such change in Consultant shall not occur without prior written approval from the Commissioner.
- (g) The Study to be undertaken by the Owner and funded by the Owner shall be limited to the work as set out in the Terms of Reference. In the event that the Owner considers that additional work is required for completion of the Study, the Owner shall inform the Town, of the work proposed and any additional costs that may be incurred. Within thirty (30) days thereafter the Town shall notify the Owner as follows:
 1. if the Town agrees to the work: the terms of this Agreement shall apply to such additional work with necessary modifications; or
 2. if the Town objects to the work or fails to notify the Owner within the thirty (30) day period, the Owner may not proceed with the additional work.
- (h) The Town shall be entitled to receive copies of the Study and any associated background studies, reports and other materials and information related thereto, which shall be provided by the Owner once it has had an opportunity to review same with its Consultants. Approval of the Study and its adoption or endorsement by Council shall be the right and responsibility of the Town only.
- (i) The amount of the Estimated Study Costs are as set out in Schedule "D".
- (j) The Estimated Study Costs shall be revised to reflect the award of the contracts to the Consultant, with such revision or revisions to occur by way of notice in writing from the Owner to the Town, without amendment to this Agreement, after each award of contract (the "Notice"). Upon the issuance of any Notice to the Town, the Estimated Study Costs shall be the amount set out in the Notice.
- (k) No contracts shall be awarded by the Owner to the Consultant or any other party without written approval by the Town.
- (l) The Peer Review Costs are not included in the dollar amounts set out in the Schedule "D" but shall be invoiced by the Town from time to time, as the Peer Review costs are incurred, and paid to the Town by the Owner. The Peer Review Costs will not be reimbursed by the Town. The Owner acknowledges and agrees that The Peer Review Costs are incurred as a direct result of the Owners request to conduct and fund the Study in advance of Council budget approval in order to expedite the development of the Owner's Lands.

FUNDING BY THE OWNER

5. The Owner shall at all-times be responsible to finance 100% of the Actual Study Costs.
6. The Owner agrees to pay the Legal & Administration Fees in accordance with the Town By-law 071-2019. At the time of execution of this Agreement, the Owner shall make partial payment on account of Legal & Administrative Fees to the Town an amount of nine thousand dollars (\$9,000, no HST required). Legal & Administrative Fees do not form part of the Actual Study Costs and shall not be reimbursed by the Town.

REIMBURSEMENT FOR ACTUAL STUDY COSTS

- 7.

- (a) Following completion of the Study, the Town shall provide a Reimbursement, which shall not exceed the Actual Study Costs contributed by such Owner pursuant to this Agreement, by lump sum payment to the Owner no later than sixty (60) days after the latter of the Study completion or Council approval of the capital budget that includes the Actual Study Costs.
- (b) The Town and the Owner acknowledge and agree that the Town may alter its capital forecast and/or its capital budget to either advance or delay any or all of the Study, as it deems necessary or desirable in its sole and absolute discretion and that if such advancement or delay occurs, then the Reimbursement shall occur in such advanced or delayed year, subject to the availability of monies in the road component of the Town's development charges.

DEFAULT

- 8. (a) Failure by the Owner to proceed with the Study in a timely fashion or failure to meet any of the requirements of this Agreement shall constitute a default under the Agreement ("**Event of Default**") and the Town may, in its sole and absolute discretion, terminate this Agreement .
- (b) In addition to the foregoing, following an Event of Default, the Town may, in its sole and absolute discretion, terminate or delay the work with respect to any or all of the Study, or any or all parts thereof, that remain outstanding.
- (c) Where the Town terminates this Agreement for an Event of Default, the Owner shall not be Reimbursed for any of the Actual Study Costs incurred, except for the reasonable costs of any work performed in furtherance of the Study that the Town, in its sole discretion, elects to make use of and incorporate to complete the Study.

INSURANCE AND INDEMNIFICATION:

- 9. The Owner shall at its own expense obtain and maintain until the termination of the contract, and provide the Town with evidence of:
 - (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include the Town as an additional insured with respect to the Owner's and Consultant's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
 - (b) Automobile liability insurance for an amount not less than Two Million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
 - (c) The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Town reserves the right to request such higher limits of insurance or other types policies appropriate to the work as the Town may reasonably require.
 - (d) The Owner shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Owner, it's Consultant(s), agents, officers, employees or other persons for whom the Owner is legally responsible.
 - (e) Professional Liability. The contractor shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million (\$1,000,000) dollars with respect to all of the consultant's responsibilities relating to this Agreement.

WORKPLACE SAFETY AND INSURANCE BOARD

- 10. (a) The Owner shall ensure that all Consultant(s) furnish to the Town Letter(s) of Good Standing from the Workplace Safety and Insurance Board. The Letter(s) shall be furnished prior to commencement of work. The Owner further agrees to ensure that the Consultant(s) maintain that good standing throughout the contract period and shall forthwith inform the Town in writing of any failure by a Consultant to do so.

- (b) The Owner will be required to produce to the Town Certificate(s) of Clearance for Consultant(s) from the Workplace Safety and Insurance Board from time to time during the contract and/or prior to final payment.

ADMINISTRATION

11. Notice:

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if either personally delivered, emailed or mailed by registered mail, postage prepaid, at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise, and addressed to the Owner and the Town at the addresses set out below:

Town

The Corporation of the Town of Milton
150 Mary Street
Milton, Ontario
L9T 6Z5

Tel: 905 878-7252
Fax: 905 878-6995

Attention: Commissioner Engineering Services

Owner

(OWNER TO PROVIDE CONTACT INFO/PERSON)

or such change of address as the applicable party has by written notification forwarded to the Town and the other parties.

- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (i) if delivered, on the date of delivery; or
 - (ii) if mailed, then on the fifth business day after the mailing thereof.

12. Binding on Successors:

This Agreement is binding upon and shall be enforceable by and against the parties, their heirs, executors, administrators, successors and assigns.

13. Severability and Jurisdiction:

If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case the parties shall negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement. The parties agree that they shall not question

the jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

14. Warranty and Capacity:

The Owner, which is a corporation represents and warrants as follows:

- (a) it is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Agreement and any documents arising from this Agreement; and
- (b) all necessary corporate action has been taken by the Owner to authorize the execution and delivery of this Agreement.

15. Governing Law:

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

16. Further Documents:

The Parties shall execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as the Parties may reasonably request be done or executed, in order to give full effect to the provisions of this Agreement.

17. Time of the Essence:

Time shall be of the essence of this Agreement and each of its provisions.

18. Development Applications:

Notwithstanding anything in this Agreement to the contrary, the Owner acknowledges and agrees that official plan, subdivision, rezoning and site plan applications, pursuant to sections 22, 34, 41 and 50 of the *Planning Act*, R.S.O. 1990, c. P.13, may be required including but not limited to the payment of fees, in accordance with the Town's fee by-law in effect from time to time, for the processing of development applications on the Owner's Lands.

19. Municipal Discretion and Authority:

This Agreement shall not in any manner fetter the discretion or rights of Council or the Owner under the *Municipal Act, 2001*, S.O. 2001, c. 25, and/or the *Planning Act*, R.S.O. 1990, c. P.13, and/or the *Development Charges Act, 1997*, S.O. 1998, c. 27, as amended, over the Owners lands.

20. Reporting Requirements:

- (a) The Owner shall provide to the Town in writing every six (6) months during the term of this Agreement, a statement showing the following:
 - (i) the amount then incurred with respect to the Actual Study Costs, and the estimated timing and costs to complete same; and
 - (ii) the status of the Study.

LIST OF SCHEDULES

21. The following schedules are attached hereto and form part of this Agreement:

SCHEDULE "A"	Map Showing Derry Green Business Park Area
SCHEDULE "B"	Map Showing Owner's Lands and Study Area
SCHEDULE "C"	Scope of Study
SCHEDULE "D"	Estimated Study Costs

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGES AND SCHEDULES TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have hereunto executed this Agreement duly attested to by their proper signing officers in that behalf.

**THE CORPORATION OF
THE TOWN OF MILTON**

Gordon Krantz – Mayor

Troy McHarg – Clerk

Authorized by By-law No. ■

**OPG DERRY GREEN
LANDS INC.**

Per: _____

Name: A.S.O.

Per: _____

Name: A.S.O.

I/We have the authority to bind the corporation.

SCHEDULE "A"

Derry Green Business Park Area

[NOTE TO DRAFT: insert map]

SCHEDULE "B"

**Map Showing Owner's Lands and Study
Area**

SEE ATTACHED.
(add in a map)

SCHEDULE “C”

Scope of Study

Project Background:

The Town of Milton, in its Derry Green Business Park Secondary Plan and Transportation Master Plan, has identified the need to extend Louis St. Laurent Avenue from James Snow Parkway to 5th Line. It is expected that this road will be built to a 35m, 4 lane, urban cross section, with on street bike lanes and multi-use paths on both sides of the road.

This capital project is currently identified in the Town’s capital forecast for Environmental Assessment (EA) work in 2021, with design to follow immediately and construction in 2023. Ultimate timing in the Town’s forecast is dependent on Council Approval and Town budgeting process. However, due to the expected timing of development, Oxford Development Group has proposed to complete the EA and Detailed Design work, and enter into an agreement with the Town regarding reimbursement of the study and design costs.

Although this is to be confirmed through a review by the Project Consultant of the relevant background documentation, it is expected that this project is a Schedule C project under the Municipal Class EA. It is also anticipated that Phases 1 and 2 of the Class EA process would have been satisfied through the Secondary Plan and Transportation Master Plan work completed to date. As noted below, this is to be confirmed by the Project Consultant.

It is expected that the EA work will include some preliminary design (30%).

Ultimately, during the detailed design phase, it is anticipated that the project will require permits from Conservation Halton (CH) and approvals from Ministry of the Environment, Conservation and Parks (MECP); the EA work will be required to confirm if any other permits are required from external agencies (i.e. MNRF, DFO, etc.)

The following outlines the scope of work for this project, to be completed by the Project Consultant, to the satisfaction of the Town:

1. PHASE 1 MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT :

- a. Review all relevant background information, and from this desktop review identify/confirm the following:
 - i. The project schedule under the Municipal Class EA (for the purposes of preparing an estimate and work plan, assume a Schedule C project)
 - ii. Whether phases 1 and 2 of the EA process have been satisfied by the planning work completed to-date
 - iii. Whether any additional studies, beyond those completed to-date as part of the Planning Act process for Derry Green and specifically the Oxford Property, are required to satisfy the EA requirements (see point b. below, regarding study work completed to-date); for the purposes of providing a work plan and fee estimate, assume at a minimum that the following will be required under this project (if it is determined at the completion of the review of the background studies that the following are not required, then a change order will be initiated to reduce the project scope at that time; similarly, if additional studies are identified that aren’t listed below, these will be discussed with the Town and a change order may be issued if deemed reasonable to add the required study(ies) to the scope of work):
 1. Cultural heritage assessment
 2. Topographical and preliminary Legal Survey work (to identify property requirements for the roadway)
 3. Species at Risk Screening
 4. Stormwater Management Brief
 5. Memo(s) identifying work to-date and documenting how this addresses the requirements of the current EA.

- b. The following background information/studies have been completed and will be made available to the project Consultant, upon request
1. **Preliminary Geotechnical Engineering Report**, Terraprobe, July 20, 2017
 2. **Phase One Environmental Site Assessment**, Terraprobe, April 2, 2019
 3. **Archaeological Assessment**, AMICK Consultants, August 9, 2013
 4. **Preliminary Tree Inventory**, Dillon Consulting, April 8, 2019
 5. **Cultural Heritage Resource Report, Derry Green Corporate Business Park**, Unterman McPhail Associates, March 2008
 6. **Derry Green Corporate Business Park Secondary Plan – Options Report**, Macaulay Shiomi Howson Ltd., February 2008
- c. Evaluation of Design Alternatives and Selection of Preferred Alternative:
- i. Will include stakeholder consultation and documentation of associated meetings and comments provided. Stakeholders to be considered include, but are not limited to:
 1. Town of Milton Operations Division
 2. Town of Milton Community Services
 3. Town of Milton Traffic Division
 4. Town of Milton Planning Department
 5. Region of Halton
 6. Conservation Halton
 7. Indigenous Communities
 8. Appropriate Provincial Agencies
 9. Utilities
 10. Adjacent landowners/developers:
- d. Develop Preliminary Design for Preferred Alternative (30% design)
- e. Mandatory Public Consultation: prepare all materials for this public consultation (which may be in the form of an online engagement and/or a public information center), assemble and document all feedback received, and prepare responses to questions and comments (to be reviewed by the Town)
- f. Completion of Environmental Study Report
- g. Chair and minute any required meetings with the Town (including project kick off), stake holders, and/or approval or reviewing agencies (for the purposes of providing a work plan and fee estimate, assume a minimum of 6 meetings for Phase 1).
- h. Complete work in accordance with draft public consultation plan prepared by MHBC Planning and associated Integrated Approach to the Municipal Class EA, as detailed out in the Municipal Class EA document.
- i. The following outlines the project schedule for Phase 1 and notes key dates to be met:
 - i. Upon execution of this agreement, a project kick off meeting should be held within the week following the award, with a notice of study commencement to be issued within 1 to 2 weeks following the kick off

meeting; This kick off meeting is to be coordinated with appropriate Town Planning (Chris Lupis) and Engineering (Diana Jiona) staff.

- ii. Mandatory public consultation schedule to be confirmed with Town Staff (i.e. refinement to proposed schedule provided in draft public engagement strategy prepared by MHBC).
- iii. The draft ESR is to be provided to the Town for review prior to circulating draft for Agency (CH and MOECP) review - date to be refined as study progresses.
- iv. Preliminary property surveys and associated plans to be included as part of the Phase 1 scope of work (i.e. draft R Plan(s) identifying property requirements)

2. PHASE 2: DETAILED DESIGN:

- a. Identify and perform any site visit(s) required with Town Staff, Conservation Halton, MNRF, DFO etc., and determination of any required permits.
- b. All work and coordination to complete application for any permits from external agencies, at least 2 re-submissions to each agency identified as requiring a permit, and all associated work required to obtain permits ahead of construction tender.
- c. Geotechnical Investigation and associated Pavement Design Report.
- d. Pre-construction survey to prepare preliminary base plan for design
- e. Final Legal Plans for property conveyance purposes.
- f. Utility coordination - circulate preliminary design to all utilities (including, but not limited to, Region of Halton, Milton Hydro, Enbridge/Union Gas, Bell, Cogeco, Rogers) for comment and continue to liaise with and circulate design to utilities throughout the detailed design process.
- g. Preparation of and submission of design drawings to the Town for review and comment (assume 30, 60, 90, 100% submissions); each submission 60% or higher to be accompanied by an associated preliminary construction estimate. Complete design (including, but not limited to, road geometrics, storm sewer infrastructure, any structural components, electrical, landscaping, drainage, etc.) to be completed. The following schedule is proposed for the design submissions:
 - a. 30% submission - to be included as part of the Phase 1 scope of work (EA)
 - b. 60% submission - to be provided at appropriate time to allow a detailed review by the Town (3 week review period) - and include one copy of complete drawing package in PDF with estimates in excel and special provisions for construction contract items in word format:
 - i. Complete drawing package (pdf)
 - ii. draft set of special provisions, quantity and price schedule, construction estimate, and construction staging
 - c. 90% submission - to be provided at appropriate time to allow a detailed review by the Town (3 week review period); with complete drawing package in PDF, estimates in excel, and special provisions in word format:
 - i. Complete drawing package (pdf)
 - ii. Updated set of special provisions, quantity and price schedule, construction estimate and any construction staging updates

- iii. Preliminary proposed construction schedule
- d. 100% submission - to be provided at appropriate time to allow a detailed review by the Town (3 week review period).
 - i. 2 hard copies of complete drawing package, as well as PDF and CAD
 - ii. Tender documents for final review, including updated special provisions, quantity and price schedule, and construction estimate
 - iii. Updated, proposed, construction schedule
- h. Preparation of final contract documents and contract drawings (if any changes out of 100% submission) - to be submitted to the Town a minimum of two weeks ahead of tender date; note that standard Town front end and base special provisions will be provided to the Project Consultant..
- i. A proposed work plan and associate fee estimate is required to support the Study Costs (as per Schedule C of this agreement), detailing proposed personnel to work on the assignment, anticipated hours, and associated hourly rates, as well as a schedule associated with the work plan, ensuring the key dates noted above are identified appropriately.

NOTE: Detailed Design to include all work up to the completion of 100% design and contract and tender documents, to the complete satisfaction of the Town. Details regarding procurement for construction, detailed construction schedule/timing, and construction contract administration and inspection will be addressed in a separate agreement and associated terms of reference.

NOTE: All work to be completed in accordance with the requirements of the Municipal Class EA Process, Town of Milton Standards, and all applicable associated legislation, standards and guidelines.



SCHEDULE "D"**Estimated Study Costs**

	Amount
Design*	\$ 159,761
Environmental Assessment*	186,364
Contingency	35,000
Project Management Fee	20,000
Capital Surcharge	12,517
Total Estimated Study Costs	\$ 413,642

*As per the attached letter from Stantec dated October 11, 2019 and inclusive of disbursements

SCHEDULE D



Stantec Consulting Ltd.
300W-675 Cochrane Drive, Markham ON L3R 0B8

October 11, 2019
File: 160622736

Attention: Robert Wheler, Vice President, Development
Oxford Properties Group
EY Tower
100 Adelaide Street West, Suite 900
Toronto, ON M5H 0E2

Dear Mr. Wheler,

**Reference: Municipal Class Environmental Assessment, Preliminary Design and Detailed Design
Estimated Study Costs – Louis St. Laurent Boulevard
Derry Green Corporate Business Park
Milton, ON**

Further to Stantec's scope of work and cost estimate, issued to Oxford Properties Group (OPG) on March 8, 2019, Stantec has reviewed the draft *Funding and Reimbursement Agreement* to be established between The Corporation of the Town of Milton (Town) and OPG (hereinafter referred to as "the Agreement") and has prepared the following estimated study costs for Stantec's services related to the Integrated Municipal Class Environmental Assessment (MCEA, Phases 3 & 4), Preliminary Design and Detailed Design for the proposed extension of Louis St. Laurent Boulevard, from James Snow Parkway to 5th Line, Town of Milton, Ontario. The proposed activities outlined in this letter and cost estimate should be read in conjunction with activities outlined in Stantec's original scope and cost estimate, dated March 8, 2019. It is intended that this letter be included in the Agreement as Schedule 'D' for estimated study costs.

Supporting Studies

It is understood that to date, the following reports/studies have been completed in support of the Derry Green Corporate Business Park Secondary Plan and OPG property. These studies will be used to support the completion of this assignment and therefore have not been included in Stantec's cost estimate:

- Stage 1 Archaeological Assessment (AA) Report (December 2007)
- Stage 1-2 AA Report (August 2103)
- Cultural Heritage Resource Report (March 2008)
- Derry Green Business Park Water and Wastewater Servicing Area Servicing Plan (September 2010)
- Derry Green Corporate Business Park Secondary Plan Transportation Strategy Report (December 2010)
- Conceptual Fisheries Compensation Plan (draft, April 2013)
- Functional Stormwater and Environmental Management Strategy (November 2015)
- Fifth Line Class Environmental Assessment (2016)
- Subwatershed Impact Study (SIS) – Impact Study Areas 1 & 2 (November 2018)
- Phase I Environmental Assessment Report
- Preliminary Tree Inventory (April 2019)
- Functional Servicing Report (pending)
- Stormwater Management Report (pending)
- Preliminary Geotechnical Engineering Report (July 2017)

SCHEDULE D

October 11, 2019
Robert Wheler, Vice President, Development
Page 2 of 4

Reference: Derry Green Corporate Business Park – Oxford Properties
Integrated Approach and Municipal Class Environmental Assessment Requirements

It is further understood that the following reports are currently being undertaken by others in support of the Draft Plan of Subdivision Application for the OPG lands, and will be completed to the satisfaction of the Town and Stantec to support the successful completion of the MCEA, Preliminary and Detailed Design:

- Functional Servicing and Stormwater Management Report – to outline the proposed grading, infrastructure, and Stormwater Management controls required to develop the OPG lands and facilitate construction of LSL. This report builds upon the recommendations from SIS Areas 1 & 2.
- Traffic Study - to confirm the LSL transportation improvements at study area intersections and assess future conditions under the preferred alternative to demonstrate the benefits of the undertaking. Further input may be required to support the detailed design process.
- Noise Impacts/Air Quality – to assess noise and air quality impacts, including a discussion of nearby sensitive receptors and potential noise and air quality impacts on existing and future receptors. Local noise and air quality impacts, mitigation measures, including measures to be employed during construction. Further input may be required to support the detailed design process.
- Geotechnical Study – The preliminary Geotechnical analysis will be updated to reflect the preferred design alternative for LSL, which includes final profile and infrastructure design.

Based on Schedule "C" of the draft Agreement, the Town has requested that the following additional studies be completed as part of this project:

- Cultural Heritage Assessment
- Topographical and preliminary Legal Survey work (to identify property requirements for the roadway)
- Species at Risk Screening
- Stormwater Management Brief
- Memo identifying work to-date and documenting how this addresses the requirements of the current EA.

For costing purposes, Stantec has included the approximate costs to complete these studies/activities. Schedule "C" of the Agreement further notes that, *'if it is determined at the completion of the review of the background studies that the following are not required, then a change order will be initiated to reduce the project scope at that time'*. Also, if additional studies are identified that were not listed in the Agreement, these will be discussed with the Town and a change order may be issued if deemed reasonable to add the required study(ies) to the scope of work. Further, the MECF may respond during the course of the Municipal Class EA indicating that additional activities/studies are to be undertaken to satisfy their Areas of Interest. Should any additional studies be required to be completed by Stantec, a separate scope and cost estimate will be prepared for OPG's review and approval, prior to initiating any work.

Identification and Evaluation of Alternative Designs

As noted in Stantec's original scope and cost estimate, dated March 8, 2019, it was understood that the alternative design concepts and a technically recommended design would be prepared by others. As part of the current cost estimate, it is assumed that Stantec will complete all tasks associated with the development and evaluation of the alternative design concepts, including but not necessarily limited to:

- Develop an initial evaluation matrix and criteria based on socio-economic, cultural and natural environments, and technical considerations;
- Develop Alternative Design Concepts;
- Complete the evaluation of alternatives in consideration of comprehensive review of studies and plans prepared by others; and

SCHEDULE D

October 11, 2019

Robert Wheeler, Vice President, Development

Page 3 of 4

Reference: Derry Green Corporate Business Park – Oxford Properties
Integrated Approach and Municipal Class Environmental Assessment Requirements

- Consult/meet with the Town and other stakeholders to review and discuss the design alternatives and evaluation.

For costing purposes, Stantec has assumed that only 3 alternative design concepts will be developed for this assignment. Should any additional alternative design concepts be required to be completed by Stantec, a separate scope and cost estimate will be prepared for OPG's review and approval, prior to initiating any work.

Preliminary Design for the Preferred Design

Stantec has included the costs associated with the completion of the 30% design for the preferred design as part of the MCEA stage of the assignment, assuming that the environmental work completed by others will be completed to the satisfaction of review agencies, the Town and Stantec. Should any additional environmental work be required to be completed by Stantec, a separate scope and cost estimate will be prepared for OPG's review and approval, prior to initiating any work.

Detailed Design

Stantec has updated the cost estimate to reflect the Town's expectations with respect to Detailed Design (i.e., 60%, 90% and 100% design preparation/submissions), as noted in Schedule "C" Section 2, of the Agreement. Works also includes the preparation of a tender document to construct the proposed works. This assumes that the environmental work completed by others will be completed to the satisfaction of review agencies, the Town and Stantec. Should any additional environmental work be required to be completed by Stantec, a separate scope and cost estimate will be prepared for OPG's review and approval, prior to initiating any work.

Consultation

As noted in Stantec's March 8, 2019, proposal, it was assumed that preparation and coordination of project notifications and public consultation materials will be completed by others as part of the draft Plan of Subdivision preparation. Based on experience to date, and the provisions outlined in Schedule "C" of the Agreement, Stantec has included the fees associated with participating in the preparation of project notifications and public consultation materials, and preparation for and attendance at 6 meetings with the Town, stakeholders and/or review agencies during the course of the MCEA. Further, additional meetings have been incorporated into the costs to accommodate consultation/coordination with the Town and review agencies during detailed design. Should any additional consultation activities/meetings be required to be completed by Stantec, beyond what has been considered to date, a separate scope and cost estimate will be prepared for OPG's review and approval, prior to initiating any work.

Project Management

Stantec will assign a project manager to the file to ensure that the MCEA and detailed design work is reviewed and coordinated with the works being completed as part of the overall Draft Plan of Subdivision works. Responsibilities will also include maintaining constant communication between OPG and Town, monitoring schedule and costs, and ensuring works are completed in accordance with applicable standards and specifications.

SCHEDULE D

October 11, 2019
 Robert Wheeler, Vice President, Development
 Page 4 of 4

Reference: Derry Green Corporate Business Park – Oxford Properties
 Integrated Approach and Municipal Class Environmental Assessment Requirements

FEES

Stantec's estimated study costs for this assignment are provided in the following table. Costs will be re-evaluated through the duration of the project and any changes to scope or fees will be addressed through a project change order for review and approval by OPG and the Town. All costs exclude HST.

Scope	Budget
MCEA and Preliminary Design	\$150,010.50
Detailed Design	\$174,990.00
Subtotal	\$325,000.50
Disbursements (6.5% FRD)	\$21,125.03
TOTAL	\$346,125.53

as confirmed by Alyson O'Connell @10/15/19
 incl. Disb.
 159,761
 186,364
 346,125
 W 1.76% HST
 162,573
 189,644
\$352,217

We trust that this satisfies your requirements at this time. Should you have any questions or concerns concerning this general scope of work and/or cost estimate, please do not hesitate to contact the undersigned.

Regards,

Stantec Consulting Ltd.



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Louis Saint Laurent Avenue between James Snow Parkway and Fifth Line



Appendix II