



The Corporation of the Town of Milton

Report To: Council

From: Barbara Koopmans, Commissioner, Development Services
Glen Cowan, Chief Financial Officer / Treasurer

Date: June 22, 2020

Report No: DS-016-20

Subject: North Porta Employment Lands - Funding Agreement

Recommendation: THAT the Mayor and Town Clerk be authorized to execute a funding agreement between the Town and Orlando Corporation to facilitate the completion of a Town-initiated Official Plan amendment to advance the development of employment lands in the vicinity of James Snow Parkway and Esquesing Line, as described in this report, subject to the satisfaction of the Chief Financial Officer/Treasurer and the Town's Solicitor;

AND THAT in accordance with s.s. 5(1) of the Development Charges Act, 1997 and S. 5 of Ontario Regulation 82/98, it is Council's clear intention that the excess capacity provided by the Town-initiated Official Plan amendment will be included in a future development charge background study and paid for by future development charges or other similar charge as permitted by legislation;

AND THAT Council approve a new capital project, C90011120 Official Plan Amendment - North Porta Employment Lands, for the advancement of the Town-initiated Official Plan amendment in the amount of \$99,910 funded from Developer Liabilities.

EXECUTIVE SUMMARY

- The subject lands, known as the "North Porta" employment lands are approximately 150 hectares (375 acres), located northwest of James Snow Parkway and Esquesing Line and run along the northwest boundary of the 401 Industrial/Business Park Secondary Plan.
- These lands were identified through the approval of Halton Region Official Plan Amendment 38 (ROPA 38) to accommodate employment growth to 2031.
- In most instances, to address policy in the Town and Region's Official Plans, the Town has undertaken a Secondary Planning exercise to guide future development; however,

in recognition of the size, configuration and location of the North Porta lands and their intended employment (industrial) use, a work plan has been prepared collaboratively with Halton Region and Conservation Halton in support of a Town-initiated Official Plan amendment.

- The amendment would adjust the boundary of the 401 Industrial/Business Park Secondary Plan to include the North Porta lands to ensure orderly development in alignment with the goals and objectives of the Secondary Plan.
- The amendment would also facilitate employment (industrial) growth by increasing Milton's employment land inventory in the shorter term.
- Orlando Corporation, the owner of the majority of the North Porta lands has expressed an interest in funding this work plan. This report is seeking direction to execute a funding agreement between the Town and Orlando Corporation.
- The Town intends to reimburse Orlando Corporation from Development Charges when the actual costs of the works are approved by Council through the capital budget process and only when these costs can be recovered from a future town development or other charge as permitted by legislation.

REPORT

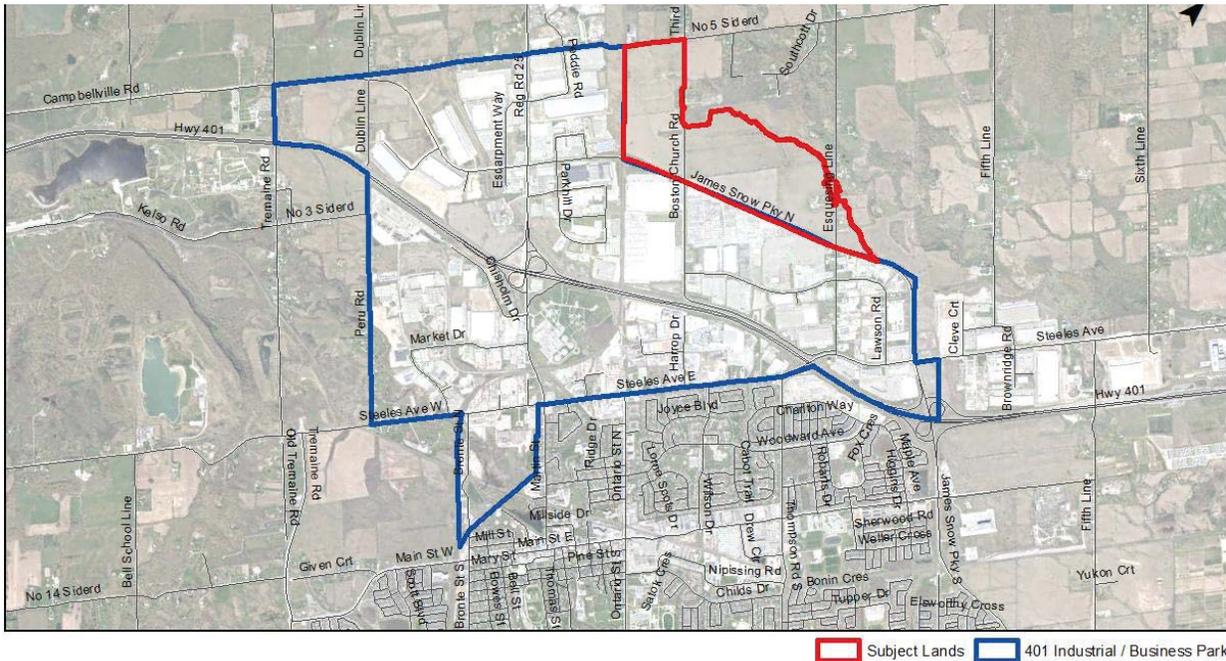
Background

Section 77(5) of Regional Official Plan (ROP) requires the Town of Milton to prepare an area-specific plan for the North Porta lands. Prior to the Town approving any privately-initiated planning application, the Regional and Town policies require that there be a land use policy framework in place to assess the merits of the proposal.

In most instances, to address Section 77(5) of the ROP, the Town has undertaken a Secondary Plan. In recognition of the size and configuration, location in proximity to the Milton 401 Industrial/Business Park Secondary Plan and intended future employment (industrial) use of the North Porta lands, a modified approach has been articulated in a work plan that Planning staff prepared collaboratively with Halton Region and Conservation Halton. The work plan facilitates a proposed Town-initiated Official Plan amendment that would adjust the boundary of the Milton 401 Industrial/Business Park Secondary Plan to include the North Porta lands to ensure orderly and proper development in alignment with the goals and objectives of the Secondary Plan.

The amendment would guide future development within the North Porta lands in a comprehensive manner by establishing the appropriate local land use designation as part of the Milton 401 Industrial/Business Park Secondary Plan.

The study area for this review would include the Milton 401 Industrial/Business Park Secondary Plan area and the Subject Lands (North Porta) as shown below.



The amendment would accelerate and facilitate employment (industrial) growth by increasing Milton’s employment land inventory in the shorter term.

The Town of Milton Development Services Department would be responsible for securing and providing existing information and managing the completion of the Town-initiated Official Plan Amendment (OPA) process. Under the direction of the Director of Planning Policy and Urban Design, the Planner - Policy would coordinate and supervise the OPA work program, whose responsibilities would be to:

- i) Coordinate meetings/discussions from Town Departments, the Region of Halton, Conservation Halton and other public agencies as determined appropriate;
- ii) Coordinate updates, as necessary, to members of Town Council, landowners/stakeholders, the public agencies and the Region of Halton;
- iii) Ensure financial resources are well managed;
- iv) Ensure compliance with the Terms of Reference;
- v) Ensure participation of all stakeholders;
- vi) Coordinate public consultation program;
- vii) Update web information, as appropriate;
- viii) Prepare status reports to Council, as necessary; and
- ix) Coordinate with other studies as appropriate.

Discussion

Orlando Corporation has expressed an interest in ensuring that the planning for the area continues on a timely basis as well as a willingness to provide the required funding to achieve this outcome. Under the draft agreement, attached as Appendix 1, Orlando



The Corporation of the Town of Milton

Corporation would be responsible for funding the works as defined by the Town and the Town will manage all aspects of the program from the development of the Terms of Reference and selection of any consulting team through to Council approval of the Official Plan Amendment.

Due to the uncertainty created by Bill 108 and other considerations surrounding the future funding of growth-related studies, the agreement will be structured such that Orlando Corporation will assume full financial risk should recovery through a future Town development or other charge not occur. It will include language that provides for a potential lump-sum repayment to Orlando Corporation as soon as reasonably possible after sufficient funds to cover the specific costs have been collected by the Town but will not guarantee such payment. Additionally, the agreement will require the Orlando Corporation to provide a financial security, in a form acceptable to the Town for 100% of the total estimated costs of the work program and payments for the actual study costs to be remitted by Orlando Corporation within 30 days of issuance of an invoice. External legal counsel has been retained by the Town and has been involved in preparing the draft agreement. Finalization of the agreement will be subject to the satisfaction of both legal Counsel and the Town's CFO/Treasurer.

While the majority of the work program would be completed "in-house", Planning staff intend to engage (in accordance with Town procurement policies) consulting services to assist with the environmental components of the work program. The \$99,910 in funding would recuperate both staff's project management hours, associated administrative costs and any consulting fees.

Financial Impact

The estimated cost to complete the Town-initiated Official Plan Amendment is \$99,910 as outlined in the following table:

Description	Amount
Other Professional Fees	\$ 20,000
Project Management Fees	67,000
Contingency	10,000
Capital Surcharge	2,910
Total	\$ 99,910

Through the agreement, the Orlando Corporation will fund 100% of the costs of the Town-initiated Official Plan Amendment and will assume full financial risk associated with funding the Study. It is the intention the costs for the Study, and supporting background studies, will be included in a future Town Development Charge or other Town charge as permitted by legislation. However, due to the uncertainty created by Bill 108 and other considerations surrounding the future funding of growth-related studies, the agreement provides for a potential repayment of actual study costs to Orlando Corporation provided

THIS AGREEMENT made this ____ day of _____, 2020

BETWEEN:

ORLANDO CORPORATION
(herein after called "the Owner")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF MILTON
(hereinafter called the "Town")

OF THE SECOND PART

RECITALS

WHEREAS:

- A. The policies contained in the Town's Official Plan as amended by OPA No. 31 require, among other things, that a secondary plan study or appropriate amendment to OPA 31 be completed prior to the development of the North Porta lands, located northwest of James Snow Parkway and Esquesing Line and run along the northwest boundary of the 401 Industrial/Business Park Secondary Plan, as shown on the attached Schedule 'A';
- B. The Town, in recognition of the size, configuration and location of the North Porta lands and their intended (industrial) use, has developed a work plan, collaboratively with the Region of Halton and Conservation Halton, in support of a Town-initiated Official Plan amendment that would adjust the boundary of the 401 Industrial/Business Park Secondary Plan to include the North Porta lands;
- C. The Owner owns lands located within the North Porta lands, as shown on the attached Schedule "B";
- D. The Owner wishes to develop its lands for industrial uses and to advance the approval required for same, including the any potential secondary plan and any required amendments to OPA No. 31;
- E. The Owner's lands are predominantly designated "Employment" in the Town's Official Plan, as amended by OPA No. 31;
- F. The Owner wishes to advance the completion of the Town-initiated Official Plan Amendment including related background studies and has requested that such studies be completed in advance of the Town's timeline;
- G. The Owner has agreed to finance the costs to the Town of the Town-initiated Official Plan Amendment including all related background studies and any agreements upon the terms contained in this Agreement;

- H. The Owner acknowledges that while the costs associated with the funding of the Town-Initiated Official Plan Amendment are anticipated to be subsequently included in a future Town Charge By-law, if in the future such costs for any reason whatsoever are not included or permitted to be recovered through a future Town Charge By-law that the Owner acknowledges that there shall be no cost recovery from the Town and that the funding of such studies and agreements shall in accordance with the terms of this Agreement be the responsibility of Owner;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) now paid by each of the parties hereto to the other (the receipt and adequacy of which are hereby acknowledged), and for other good and valuable consideration, THE PARTIES 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 by the Town, and any other costs agreed to by the Town and the Owner pursuant to Subsection 7(c), related to the carrying out and completion of the Study, and includes, but is not limited to, HST as set out in Subsection 7(g), the Project Management Fee, the Capital Surcharge and the Legal Fees;

Additional Costs/Work means (i) any cost in addition to the Estimated Study Costs (or any component thereof); and/or (ii) any costs in addition to the Actual Study Costs (or any component thereof) that exceeds the amount for the Estimated Study Costs (or the applicable component thereof) by more than the Contingency Allowance; and/or (iii) any further plans, studies, works or services that were not contemplated in the Studies and are beyond the Contingency Allowance and that are necessary to complete the Studies;

Agreement means this Agreement;

Capital Surcharge means an additional charge of three percent (3.00%) of the Estimated Study Costs, excluding the Capital Surcharge, to cover all corporate overhead costs of the Studies, including but not limited to financing and purchasing costs, which additional charge has been included in the calculation of the Estimated Study Costs by the Town;

Consultants mean the consultants or consulting firm or firms retained by the Town to carry out the Studies and "Consultant" shall have a corresponding meaning;

Consultants' Fees means all fees and charges of any kind whatsoever charged by the Consultants to the Town, including but not limited to, fees for time, subconsultants, disbursements, taxes, late charges, interest charges or overhead charges;

Contingency Allowance means an allowance for additional costs, which has been included in the calculation of the Estimated Study Costs by the Town;

Council means Council of the Town;

Development Charges Act means the Development Charges Act, 1997, S.O. 1998, c. 27, as revised, re-enacted or consolidated from time to time, and any successor statute;

Estimated Study Costs means all estimated costs related to the carrying out and completion of the Studies and includes HST as set out in Subsection 7(g), the Project Management Fee, the Capital Surcharge and the Contingency Allowance;

Legal Costs means all legal costs incurred by the Town with respect to the Studies and the process involved therewith up to and including endorsement of the Studies by Council, as well as dealing with any appeal that may be filed by any party to any secondary plan and/or the Official Plan Amendment that may be adopted by Council;

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

Official Plan Amendment means the Town-initiated Official Plan amendment which will be prepared and adopted in due course by the Town and which will guide development of the North Porta lands;

Planning Act means the Planning Act, R.S.O. 1990, c.P.13, as revised, re-enacted or consolidated from time to time, and any successor statute;

Project Management Fee means a fee to cover the Town's staff time in managing and carrying out of the Studies;

Refund shall have the meaning ascribed to it in Subsection 7(f);

Region means the Regional Municipality of Halton;

Reimbursement means the monies to be provided by the Town to the Owner in accordance with Section 8 for reimbursement to the Owner of their funding of the Studies pursuant to this Agreement;

Studies means the set of studies to be undertaken by the Town and its Consultants to support the Official Plan Amendment for inclusion of the North Porta Lands within the 401 Industrial/Business Park Secondary Plan area;

Town means the Corporation of the Town of Milton;

Town Charge means a Town-wide charge imposed pursuant to a Town Charge By-law enacted by the Town (for example, but without limitation, development charges, community benefit charges, etc.);

Town Charge By-Law means a by-law enacted by the Town under the *Development Charges Act* or *Planning Act*, or other applicable legislation or authority that may currently exist or may be permitted in the future, to impose a charge on development occurring within the Town (ie. Town-wide) and/or within the North Porta Lands (ie. Area specific) as such by-law is amended, re-enacted or replaced from time to time

and **Town Charge By-laws** shall have a corresponding meaning.

- (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. 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”.

PLANS AND STUDIES

3. It is agreed that, following the execution of this agreement, the Town may proceed to solicit bids or other expressions of interest for the undertaking of the Official Plan Amendment, including related Studies, in such manner as the Town, in its sole and absolute discretion, sees fit. All awards for the engagement of Consultants shall be approved by the Town only, with no prior consultation with the Owner.
4. The preparation of the Official Plan Amendment including related background studies shall be undertaken under the Town's sole direction using such resources, including Town staff and/or outside professionals, as the Town may see fit, in its sole and absolute discretion. The Owner acknowledges and agrees that nothing in this agreement shall fetter the discretion of Town Council in considering any matter which may come before it in connection with the Official Plan Amendment, the related background studies or any application made by the Owner under the *Planning Act* or any other legislation, which decision of Council may include an Official Plan Amendment that may not be in a form supported by the Owner.
- 5.
- (a) The amount of the Estimated Study Costs is \$99,910 as set out in Schedule “C” of this agreement.
- (b) The Estimated Study Costs shall be revised to reflect the award of the contracts to the applicable Consultant(s) or any Additional Costs/Work, with such revision(s) to occur by way of **Notice** in writing from the Town to the Owner, without amendment to this Agreement. Upon the issuance of any Notice to the Owner, the Estimated Study Costs shall be the amount set out in the Notice.
- (c) The Notice or Notices shall be appended to this Agreement as Schedule “C” without amendment to this agreement.
- (d) All Legal Costs are not included in the dollar amounts set out in paragraph 5(a) but shall be invoiced by the Town from time to time, as the Legal Costs are

incurred, after which said Legal Costs shall be paid by the Owner to the Town in accordance with the terms of this Agreement.

FUNDING BY THE OWNER

6. The Owner shall finance the Estimated Study Costs in the amount set out in Subsection 5(a) or such other amount as the Town advises by Notice as contemplated in Subsection 5(b), and subject to Section 7(c). The Actual Study Costs may be included in a future Town Charge By-law, if for any reason whatsoever, the Actual Study Costs are not included or permitted to be recovered through a future Town Charge By-law that in such a case, the Owner acknowledges that there shall be no cost recovery from the Town and that the Owner shall be responsible for the Actual Study Costs in their entirety.
7.
 - (a) Immediately upon execution of this agreement and prior to the solicitation of bids or other expressions of interest, the Owner shall deposit with the Town, a Security of \$99,910 towards this cost, in either cash or a letter of credit in a form acceptable to the Town Treasurer. The Parties agree that this payment represents a contribution of 100% of the Estimated Study Costs of the Official Plan Amendment including related Studies.
 - (b) In the event that the amount set out in the award of a contract for the Studies (or applicable component thereof) exceed the Estimated Study Costs for each, the Owner shall forthwith and prior to the execution by the Town of any contract with consultants, pay to the Town sufficient additional security (cash or letter of credit) to reflect the incremental amount set out in the Notice.
 - (c) In the event that the Town considers that Additional Costs/Work are required for completion of the Studies, the Town shall inform the Owner of the Additional Costs/Work required. Within thirty (30) days thereafter the Owner shall notify the Town that:
 - (i) The Owner agrees to secure and fund the Additional Costs/Work. In such case, the Owner shall notify the Town accordingly within the thirty (30) day period referred to in this Subsection 7(c) and the terms of this Agreement (including, without limitation, the provisions for reimbursements of the costs of such Additional Costs/Work pursuant to paragraph 8 hereinbelow) shall apply to such Additional Costs/Work with necessary modifications; or
 - (ii) The Owner objects to the Additional Costs/Work. In such case, the Owner shall notify the Town accordingly within the thirty (30) day period referred to in this Subsection 7(c). Following receipt of such notice from the Owner, the Town shall, in its sole and absolute discretion, determine whether to assume responsibility for funding such Additional Costs/Work and whether or not the approvals of any Official Plan Amendment may still proceed without such Additional Costs/Work being completed. If the Town determines in its sole and absolute discretion that approvals of the Official Plan Amendment should not proceed without the completion of the Additional Costs/Work, the Official Plan Amendment shall not be considered by Council until such time as the Town has either recovered the costs for the Additional Costs/Work or has elected in its sole and absolute discretion to fund said Additional Costs/Work.

- (iii) Prior to any work on the Official Plan Amendment, including related Studies being commenced or continued, letters of credit and/or cash deposits in the total amounts required under this agreement in excess of the amount paid on execution pursuant to Paragraph 7(a) must be received by the Town and must have been deemed satisfactory by the Town Treasurer.
- (d) The Town shall utilize the Security to pay the Actual Study Costs, in the amount of any costs incurred in association with such work (including the cost of any Project Management Fees, Capital Surcharge, and administrative fees required to draw down the same).
- (e) Upon request by the Owner, the Town shall provide copies of any invoices reimbursed using the said cash deposit or letter of credit.
- (f) Upon completion and endorsement by Council of the Official Plan Amendment, and provided that the final Actual Study Costs have been determined, the Town shall, within ninety (90) days of Council's endorsement of the Studies, release any unused monies to the Owner (the "Refund").
- (g) The HST included in the Estimated Study Costs has been adjusted to reflect the Town's net HST cost, which for clarity, is currently at 1.76%. The Town shall provide such reporting and/or certification regarding HST, where feasible, as may be required by the Owner to facilitate the reporting of such HST by the Owner (including, without limitation, quarterly itemized reports (with copies of invoices) setting out the amount of HST incurred on the Actual Study Costs during the previous quarter.
- (h) The Owner agrees to pay the Legal & Administration Fee in accordance with Town By-law 071-2019. At the time of execution of this Agreement, the Owner shall make payment on account of Legal & Administration Fees to the Town in the amount of nine thousand dollars (\$9,000.00, no HST required), and shall be responsible for all further Legal Costs that may be incurred by the Town, and to pay the Town all such amounts within thirty (30) of having been provided with an invoice identifying said Legal Costs.

LIMITATIONS AND PROCESS FOR POTENTIAL FUTURE REIMBURSEMENT FOR ACTUAL STUDY COSTS

8.

- (a) At the sole and absolute discretion of the Town, the Actual Study Costs may be included in a future Town Charge By-law, but the Owner specifically acknowledges that in accordance with Section 15, the discretion of Council cannot be fettered by or through this Agreement and that any decision of Council to adopt a Town Charge By-law, whether specifically for the costs identified herein or as part of Town Charge By-law that may include other recoveries permitted, shall be made by Council at a future date and cannot be made at this time. The Owner acknowledges and confirms that, in the event the Town does not implement or is unable for any reason whatsoever from recovering the costs identified in this Agreement through a Town Charge By-law, the Owner shall be required to pay all costs and charges under this Agreement without credits on account of the Actual Study Costs paid by the Owner pursuant to this Agreement.

- (b) Provided that the Town has decided to and is permitted to recover the Actual Study Costs as part of a future Town Charge By-law, the Town shall repay the Owner for the Actual Study Costs by a lump sum payment (the “**Reimbursement**”) as soon as reasonably possible after sufficient funds to cover the specific costs have been collected by the Town on account of such recovery.
- (c) The Owner hereby releases and forever discharges the Town, its employees, servants, and agents from any and all claims which may arise from any decision by Council, with respect to this Agreement, including and without limitation any decision not to adopt a Town Charge By-law, or to limit the amount of any Reimbursement that may be recovered through any Town Charge By-law.
- (d) In the event that any Town Charge is appealed or is subject to any judicial challenge, as it relates to the recovery of any of the Actual Study Costs, or if there is any appeal of the Official Plan Amendment, the Owner agrees that it shall reimburse the Town for any and all reasonable costs associated with the defense of any appeal, including but not limited to all reasonable legal and consulting fees that may be incurred as part of such defense or which may be ordered to be paid by the Town (“**Defense Costs**”), and that Defense Costs shall be paid within thirty (30) days of submission of the presentation of a demand from the Town and that any such failure to pay the said Defense Costs in the time prescribed shall be considered a default by the Owner under this Agreement. In the event of an appeal or judicial challenge, the Town will work cooperatively with the Owner in the defense of same but that any decisions related to any appeal or judicial challenge, including any decision to settle such appeal or judicial challenge shall be made by the Town in its sole and absolute discretion. Notwithstanding the foregoing, the Owner shall at any time be entitled to request the Town not to defend, or to abandon the defense of, the appeal or judicial challenge of any such Town Charge or Official Plan Amendments, and the Owner shall thereafter not be liable for any further costs related thereto.

ADMINISTRATION

9. Interpretation Not Affected by Headings, Etc.

Grammatical variations of any terms defined herein shall have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs, the provision of a table of contents and index thereto, and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

10. 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.

11. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

12. Disclaimer of Partnership

The parties disclaim any intention to create a partnership or joint venture or to constitute either of them the agent of the other. Nothing in this agreement shall constitute the parties as partners or agents of the other.

13. 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 following addresses:

To the Town:

Attention: Town Clerk
The Corporation of the Town of Milton
150 Mary Street
Milton, Ontario
L9T 6Z5
Fax No.: (905) 876-5024

To the Owner:

Blair Wolk, A.S.O
Orlando Corporation
6205 Airport Road
Mississauga, Ontario
L4X 1E3

or to such other address of a party as it shall specify to the other parties by written notice given in the manner aforesaid.

(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.

14. 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 Owners' Lands.

15. Municipal Discretion and Authority

This Agreement shall not in any manner fetter the discretion or rights of Council 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 and/or the North Porta Lands, including the decision as to whether or not to adopt a Town Charge By-Law or what is to be included in the Town Charge By-law.

16. Warranty and Capacity

The Owner represents and warrants as follows:

- (a) The Owner 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.

17. Further Assurances

The parties hereto agree that they will from time to time, at the reasonable request of any of them execute and deliver such assignments, instruments and conveyances, and take such further actions, as may be required to accomplish the purposes of this agreement.

18. Successors and Assigns

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

19. No Assignment Without Consent

This agreement shall not be assignable by the Owner without the prior written consent of the Town. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.

20. Effective Date

This agreement shall not be in force, or bind any of the parties, until executed by all of the parties named in it.

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LIST OF SCHEDULES

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

Schedule "A"	Map Showing the North Porta Lands
Schedule "B"	Map Showing the Owners Lands
Schedule "C"	Estimated Study Costs

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

DRAFT

IN WITNESS WHEREOF, the parties have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.

**THE CORPORATION OF THE
TOWN OF MILTON**

Mayor – Gordon Krantz

Clerk – Troy McHarg

Owner – Orlando Corporation
Blair Wolk – ASO
I have the authority to bind the
corporation.

DRAFT

SCHEDULE "A"

Map Showing North Porta Lands

[NOTE TO DRAFT: TO BE INSERTED]

DRAFT

SCHEDULE "B"

Map Showing the Owners' Lands

[NOTE TO DRAFT: TO BE INSERTED]

DRAFT

SCHEDULE "C"**Estimated Study Costs**

Description	Amount
Consultants' Fees	\$ 20,000
Project Management Fees	67,000
Contingency	10,000
Capital Surcharge	2,910
TOTAL Estimated Study Costs	\$ 99,910

Note: Dollar amounts are inclusive of the Town's HST of 1.76%

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