



# The Corporation of the Town of Milton

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Report To: Council

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From: Barbara Koopmans, Commissioner, Development Services

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Glen Cowan, Chief Financial Officer / Treasurer

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Date: September 21, 2020

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Report No: DS-034-20

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Subject: Master Environmental Servicing Plan in support of the Britannia Secondary Plan Program

Recommendation: **THAT the Mayor and Town Clerk be authorized to execute a funding agreement between the Town and the Milton Phase 4 (West) Landowners Group Inc. to advance the completion of a Master Environmental Servicing Plan (MESP) to support the development of a secondary plan for the Britannia Secondary Plan area, as described in this report;**

**AND THAT the Commissioner of Development Services be given delegated authority to negotiate and make changes to the draft agreement detailing terms and conditions of this endeavor prior to execution; subject to the satisfaction of the Chief Financial Officer/Treasurer and the Town's Solicitor.**

**AND THAT Council approve the single source award to Wood Environment & Infrastructure Solutions (Wood) to undertake the Britannia MESP in the total amount of \$851,277 (exclusive of HST);**

**AND THAT Council approve a budget increase of \$260,472 for capital project, C90019720 Britannia E/W MESP, funded through long-term Developer Liabilities;**

**AND FURTHER THAT the Manager, Purchasing and Risk Services be authorized to execute the contract(s) with Wood, as outlined by the Purchasing By-law, and the Mayor and the Town Clerk be authorized to sign any required documents.**

## EXECUTIVE SUMMARY

- This report is seeking Council direction to execute a funding agreement between the Town and the Milton Phase 4 (West) Landowners Group Inc. to undertake a Master Environmental Servicing Plan (MESP) to support the development of a secondary plan for the Britannia Secondary Plan area.
- The Britannia Secondary Plan Area encompasses approximately 1,040 hectares immediately south of the Boyne Survey Secondary Plan area and is included in the Sustainable Halton Plan, which identifies population and employment targets to 2031.
- The 2020 Capital Budget approved the undertaking of a MESP and other required Secondary Plan studies; however, due to the uncertainty of a future funding source, including consideration for the DC reserve balance and Bill 108: *More Homes, More Choice Act, 2019*, the project was approved contingent upon a funding agreement with the landowners group.
- In light of this, the landowners group for the Britannia Secondary Plan Area 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.
- As directed by Council in May 2020, the Town executed a funding agreement with the Landowners Group to fund mandatory Secondary Plan studies (to meet Town and Region Official Plan policy), with an approximate combined value of \$1.5M. The undertaking of the MESP was not included in this agreement, as the details of the work plan had yet to be established. As such, a separate funding agreement is required.
- This Report also recommends that Council approve a single source award to Wood Environment & Infrastructure Solutions (Wood) in the amount of \$851,277 (exclusive of taxes) to undertake the MESP in support of the Britannia Secondary Plan.
- The MESP study will only proceed following the execution of a funding agreement that is to the satisfaction of the Town.

## REPORT

### Background

The Town initiated the environmental planning process for the Sustainable Halton Lands through the commencement of the South Milton Urban Expansion Area Subwatershed Study. The purpose of the Subwatershed Study is to assess environmental features, provide recommendations for the protection and management of these features, as well

as recommend an implementation and monitoring plan that is enabled through the Secondary Plan(s) and future area specific studies. The Subwatershed Study was awarded to AMEC Foster Wheeler Americas Limited (renamed Wood Environment and Infrastructure Solutions) in January of 2016 through a competitive process at an amount of \$1,887,795 (Staff Report CORS-006-16). The Town has released the Final Draft of this study.

While the Subwatershed Study will inform the secondary planning processes for the Trafalgar, Agerton and Britannia Secondary Plan areas, a further iteration of this work is required to provide a finer grain of environmental inputs in the form of a Master Environmental Servicing Plan (MESP).

A Master Environmental Servicing Plan (MESP) is a process and plan that involves taking the principles, criteria and guidance from the Subwatershed Study and applying these to a more resolute land use through the Britannia Secondary Plan. The MESP builds from the earlier studies and refines the analyses, and develops detailed servicing plans (storm, water, wastewater, roads) cognizant of the natural heritage system and associated principles and criteria.

In May of 2019, Council approved a single source award to Wood Environment and Infrastructure to undertake the MESP-related fieldwork for the Britannia Secondary Plan area. This work involved extensive field investigations including wildlife, vegetation, and hydrologic assessments. As directed by Council, the Town entered into a funding agreement with the Landowners Group to fund the fieldwork program.

This report further provides Town staff's recommendation for the award of the MESP to Wood Environment and Infrastructure Solutions (formerly AMEC Foster Wheeler Americas Limited). This award will provide for continuity and efficiencies as this MESP builds upon the Subwatershed Study, the MESP currently underway in the Trafalgar Corridor and the completed fieldwork program for the Britannia Secondary Plan.

As per Section 9.3 of the Purchasing By-law No. 061-2018, Council approval is required.

## Discussion

The 2020 Capital Budget approved the undertaking of a MESP and other required Secondary Plan studies; however, due to the uncertainty of a future funding source, including consideration for the DC reserve balance and Bill 108: *More Homes, More Choice Act, 2019*, the project was approved contingent upon a funding agreement with the landowners group.

As directed by Council in May 2020, the Town executed a funding agreement with the Landowners Group to fund mandatory Secondary Plan studies (to meet Town and Region

Official Plan policy), with an approximate combined value of \$1.5M. The undertaking of the MESP was not included in this agreement, as the details of the work plan had yet to be established. As such, a separate funding agreement is required.

Town staff in Corporate Services and Development Services have now met with the Landowners Group to negotiate a funding agreement to complete the MESP.

Under the draft agreement, attached as Appendix 1, the Milton Phase 4 (West) Landowners Group Inc. will be responsible for the funding of the works as defined by the Town through the Terms of Reference. The Town will manage all aspects of the program from development of the Terms of Reference and selection of the consulting team, through to Council approval of the MESP. Due to the uncertainty created by Bill 108 and other considerations surrounding future funding of growth-related studies, the agreement is structured such that the landowners assume full financial risk should recovery through a subsequent Town charge not occur. The agreement provides for a potential lump-sum repayment to the landowners as soon as reasonably possible after sufficient funds to cover the specific costs have been collected by the Town but does not guarantee such payment. 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.

The proposed MESP for the Britannia area is structured similar to the approach employed in the Trafalgar/Agerton area whereby the Town will be taking a more detailed assessment at the secondary plan stage than previously done in the HUSP areas. Historically, much of this work would have been undertaken and funded by the landowners as part of the tertiary planning process, followed by a peer review of that work being undertaken by the Town. The new approach is intended to eliminate duplication, reduce review times for Town/Region and Conservation Halton staff and provide cost efficiencies at the subdivision stage by significantly reducing or potentially eliminating the requisite peer reviews. The MESP will also provide a greater level of specificity relating to the refinement of the NHS at an early stage, facilitating detailed community design and assisting with the determination of development phasing priorities.

The proposed MESP work plan reflects industry requirements for studies of this nature and is consistent in both scope and cost with the Trafalgar MESP. Given that Wood is currently finalizing the Subwatershed Study for the same geographic area and has completed the MESP fieldwork data collection in support of the comprehensive MESP, utilizing their services for the MESP will provide continuity and efficiencies. The proposed work plan includes the following tasks:

- The preparation of the planning and environmental policy context;
- The refinement of the characterization of existing conditions, establishing constraints and opportunities;
- The formulation of a proposed development plan and associated municipal servicing;



- Phasing recommendations;
- Public engagement/stakeholder and staff meetings;
- Monitoring recommendations; and
- Future study requirement recommendations for the tertiary planning stage.

Staff from Development Services have reviewed the work plan and cost estimates included in the proposal received from Wood and are recommending the Town proceed with a single source award. The cost of the award for the works is \$851,277 (exclusive of taxes) and although a competitive process would provide an opportunity to ensure the best value for money is being achieved for an award of this magnitude, the potential synergies of utilizing the firm that is currently undertaking similar studies in the Sustainable Halton are deemed to be of paramount importance to facilitate the timely development of the Secondary Plan for the Britannia area.

## Financial Impact

As previously discussed, the 2020 Capital Budget included a project for the Britannia MESP that was conditional upon a funding agreement with the landowners. The approved capital budget included \$700,000 for professional fees. Similar to the MESP currently being undertaken supporting the Trafalgar Secondary Plan area, the scope of the MESP has been expanded to include work that would have historically been undertaken at the tertiary planning stage. This additional work requires a budget increase of \$260,472 to address increased professional fees expenses and to establish contingency funds to support the expanded scope of work.

The recommended budget increase of \$260,472 will be funded through a long-term developer liability, as presented in the draft funding agreement. The agreement provides for a potential repayment of the actual study costs to the Landowners provided that the Town is permitted and has chosen to include the actual study costs in a future Town charge.

Respectfully submitted,

Barbara Koopmans, MPA, MCIP, RPP, CMO  
Commissioner, Development Services

Glen Cowan  
Chief Financial Officer / Treasurer

For questions, please contact: Jill Hogan

Phone: 905-878-  
7252 x2304



# The Corporation of the Town of Milton

Report #:  
DS-034-20  
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Attachments
Appendix 1 – Draft Funding Agreement

CAO Approval  
Andrew M. Siltala  
Chief Administrative Officer

MILTONPHASE4(WEST)-MASTERENVIRONMENTALSERVICING PLAN  
FIELDWORKPROGRAMFUNDINGANDREIMBURSEMENTAGREEMENT  
AMENDINGAGREEMENT

THIS AMENDING AGREEMENT made this 10<sup>th</sup> day of June, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWN OF MILTON

(the "Town")

-and-

MIL CON FOUR THOMPSON DEVELOPMENTS LIMITED

-and-

MIL CON FOUR BRITANNIA DEVELOPMENTS LIMITED

-and-

TREBBIANO TRAIL DEVELOPMENTS LTD.

-and-

ORIANNA GLEN HOMES CORP.

-and-

SEMPRONIA ESTATES INC.

-and-

ALBANELLA DEVELOPMENT LTD.

-and-

VENTURON DEVELOPMENT (MILTON 46) INC.

-and-

VENTURON DEVELOPMENT (MILTON) INC.

-and-

VENTURON DEVELOPMENT (MILTON 90) INC.

-and-

ARGO DEVELOPMENTS (5<sup>TH</sup> LINE) LTD.

-and-

MILTON FIFTH LINE DEVELOPMENTS CORP.

-and-

MILTON BRITANNIA DEVELOPMENT CORP.

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-and-

NEAMSBY INVESTMENTS INC.

-and-

NEUTRINO DEVELOPMENTS (BT) INC.

-and-

BRITANNIA FARMS INC.

-and-

FIFTH LINE FARMING LIMITED

-and-

MATTAMY (MILTON EAST) LIMITED

-and-

CEDAR BROWN SOUTH MILTON INC.

-and-

BRANTHAVEN SIXTH LINE INC.

-and-

CASAPE DEVELOPMENTS (BT) INC.

-and-

BRITANNIA SIXTH LINE HOLDINGS LIMITED

-and-

LAURIER BROWN MILTON EAST DEVELOPMENTS INC.

-and-

12300 BRIT HOLDINGS LTD.

-and-

NDB MILTON DEVELOPMENTS INC.

-and-

FIFTH LINE (5368) MILTON DEVELOPMENT CORP.

-and-

CEDARLAND CONSTRUCTION INC.

-and-

CODROY DEVELOPMENTS INC.

-and-

TAHLEQUA HOLDINGS INC.

-and-

MILTON EX-EE LAND LIMITED

(collectively the "Participating Owners" and individually the  
"Participating Owner")

-and-

MILTON PHASE 4 (WEST) LANDOWNERS GROUP INC.

(the "Trustee")

WHEREAS the Town, Participating Owners and the Trustee entered into the Milton Phase 4 (West) - Master Environmental Servicing Plan Fieldwork Program Funding and Reimbursement Agreement dated May 7, 2019 (the "MP4(West)MESP Agreement"), in order to, inter alia, confirm that the Participating Owners will fund the fieldwork related to the Master Environmental Servicing Plan (hereinafter referred to as the "MESPFieldwork") that will be undertaken by the Town to form part of the basis of the Secondary Plan;

AND WHEREAS the parties have agreed to amend or cause to be amended the terms of the MP4 (West) MESP Agreement with respect to the scope of the MP4 (West) MESP Agreement, as well as the terms for reimbursement of the costs related thereto, as provided herein;

NOW THEREFORE IN CONSIDERATION of the premises hereto, the covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), THIS AMENDING AGREEMENT WITNESSETH:

#### RECITALS AND DEFINED TERMS

1. The parties acknowledge that the above recitals are true and correct and, except as otherwise set out in this Amending Agreement, all capitalized terms contained herein shall have the same meaning as ascribed thereto in the MP4 (West) MESP Agreement.
2. In this Agreement, including in the Recitals and Definitions:

**Additional MESP Work** means those studies, reports, works, projects and any additional items listed under Schedule SA hereto as being Additional MESP Works;

**Capital Surcharge on Additional MESP Work** means an additional charge of three percent (3.00%) of the Estimated Study Costs for the Additional MESP Work, exclusive of the Capital Surcharge on MESP Additional Work, to cover all corporate overhead costs of the Study, including but not limited to financing and purchasing costs, which additional charge has been included in the calculation of the Estimated Study Costs for the Additional MESP Work by the Town.

**Project Management Fee on Additional MESP Work** means a fee to cover the Town's staff time in managing the carrying out of the Additional MESP Work.

#### EXPANSION OF SCOPE OF MESP WORK

3. The parties agree that notwithstanding Section 2(d) of the MP4 (West) MESP Agreement, the scope of the MP4 (West) MESP Agreement, and all references to "the Study" therein, is hereby expanded to include all work, plans, studies and/or reports related to the Master Environmental Servicing Plan (i.e. in addition to the MESP Fieldwork related thereto), and including (without limitation), the reports, plans and studies outlined in Schedule "A" attached hereto and identified as Additional MESP. The parties agree that Schedule "A" attached hereto hereby replaces Schedule "D" in the MP4 (West) MESP Agreement and that capital surcharge and project management fees to be applied to be applied to either

the MESP Fieldwork or the Additional MESP Work shall be applied by the Town in accordance with the terms of the MP4 (West) MESP Agreement or this Amending Agreement as may be applicable.

4. Based on the foregoing updated/expanded scope of the Study, the updated amount of the Estimated Study Costs, including both the MESP fieldwork of \$376,350 approved through Council report PD-014-20 and the Additional MESP Work of \$1,089,487 is \$1,465,837 as outlined in Schedule "B" attached hereto. For clarity, the Capital Surcharge and Project Management Fee as defined in the MP4 (West) MESP Agreement will continue to those reports, studies, works identified in Schedule A as being part of the MP4 (West) MESP Agreement, while the Capital Surcharge on Additional MESP Work and Project Management Fee on Additional MESP Work will only apply to the Additional MESP Work portion of the works.
5. Notwithstanding any term in the MP4 (West) MESP Agreement, prior to the delivery of a report to Council to approve the contract with the Consultants for the Additional MESP Work, each Participating Owner shall deliver to the Trustee its Participating Owner's Proportionate Share of the Estimated Study Costs pertaining to the Additional MESP Work forthwith by way of cash or letter of credit acceptable to the Trustee (the "Security") in order to satisfy the obligations for delivery of payments to the Town as set out in the MP4 (West) MESP Agreement. Prior to the enactment of a by-law by Council authorizing execution of this Amending Agreement the Trustee shall provide written confirmation to the satisfaction of the Town that the Security has been received by the Trustee.

LIMITATIONS AND PROCESS FOR POTENTIAL FUTURE REIMBURSEMENT FOR ACTUAL STUDY COSTS RE: ADDITIONAL MESP WORK

6. The parties confirm and agree that, subject to Section 7 herein, the Reimbursement of the Actual Study Costs with respect to the Additional MESP Work shall be repaid by the Town to the Participating Owners.

7. (a) At the sole and absolute discretion of the Town, the Actual Study Costs in respect of the Additional MESP Work may be included in a future Town Charge By-Law, but the Participating Owners specifically acknowledge that in accordance with Section 17 of the MP4 (West) MESP Agreement, 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 Participating Owners acknowledge and confirm that, in the event the Town does not implement or is unable for any reason whatsoever from recovering the costs identified in this Agreement related to the Additional MESP Work through a Town Charge By-Law, the Participating Owners shall be required to pay all costs and charges under this Agreement without credits on account of the Actual Study Costs in respect of the Additional MESP Work paid by the Participating Owners pursuant to this Agreement, In such case the Town, without fettering the discretion of Council, may with input from the Participating Owners, consider other possible arrangements that may provide for the Reimbursement of the Actual Study Costs in respect of the Additional MESP Work to the Participating Owners, but that in no event shall such consideration by the Town and or Council be deemed as an obligation on the part of the Town to provide for any Reimbursement.
- (b) Provided that the Town has decided to and is permitted to recover the Actual Study Costs in respect of the Additional MESP Work as part of a future Town Charge By-law, the Town shall repay the Participating Owners for the Actual Study Costs in respect of the Additional MESP Work by a lump sum payment to the Trustee (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, and in accordance with a timeline to be discussed and agreed to by the Town and the Owners following the date of this Agreement. Arrangements for the distribution of the Reimbursement, as may be necessary to reflect the Proportionate Shares or their readjustment by the Participating Owners or other arrangements internal to the Participating Owners, shall be the sole responsibility of the Trustee and the Participating Owners. The decisions and directions of the Trustee shall be final in respect of the recalculation and redistribution of the Reimbursement, and the Town shall not become involved in any way in disputes between individual Participating Owners and the Trustee and shall not be liable in any way to the Participating Owners, or any future owners for the failure of the Participating Owners and Trustee to resolve any such disputes.
- (c) In addition to the provisions of this Section 7, and in order to permit the Participating Owners to implement their internal cost sharing arrangements, the Town shall provide the Trustee with notice in writing that it has been asked to initiate the subdivision or site plan process for a particular development within the MP4 (West) Area. Such notice shall include the name of the owner of the lands in question, the development approval being sought and the location and legal description of the lands, with a request to advise whether such owner is an owner in good standing with the Trustee (whether or not such owner is a party to this Agreement) with respect to the obligations under this Agreement. The Trustee shall provide its response within 10 business days after receipt of the Town's notice and request.
- (d) The Participating Owners do hereby individually and collectively release and forever discharge 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 in respect of the Additional MESP Work that may be recovered through any Town Charge By-law, or any decision of the Trustee, including but not limited to any decision with regards to the distribution of the Reimbursement in respect of the Additional MESP Work.
- (e) 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 in respect of the Additional MESP Work, the Participating Owners agree that they shall reimburse the Town for any and all reasonable costs associated with the defense of such an 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 Participating Owners under this Agreement. In the event of an appeal or judicial challenge, the Town will work co-operatively with the Participating Owners 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 Participating Owners shall at any time be entitled to request the Township not to defend, or to abandon the defense of, the appeal or judicial challenge of any such Town Charge, and the Owners shall thereafter not be liable for any further costs related thereto.

- (f) For clarity, the foregoing shall not apply to the Actual Study Costs related to the MESP Fieldwork, which Actual Study Costs shall in any event be repaid by the Town to the Owners in accordance with Section 7(b) of the MP4 (West) MESP Agreement.

#### GENERAL

8. The MP4 (West) MESP Agreement shall remain in full force and effect and shall continue, as amended hereby, to regulate and govern, mutatis mutandis, the relationship of the parties hereto in respect of the subject matter thereof.
9. The parties hereto shall make, do, execute, or cause to be made, done or executed, all such further and lawful acts, deeds, things, devises and assurances whatsoever for the better or more perfect and absolute performance of the terms of this Amending Agreement.
10. This Amending Agreement may be executed in any number of counterparts and by facsimile or other electronic transmission, and each such facsimile or other electronic copy shall constitute an original agreement and each such counterpart shall for all purposes constitute one agreement, binding on all parties hereto notwithstanding that all parties are not signatories to the same counterpart.

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IN WITNESS WHEREOF the parties hereto have hereunto executed this Amending 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. ■

MIL CON FOUR THOMPSON  
DEVELOPMENTS LIMITED

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
A.S.O.

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
A.S.O.

I/We have the authority to bind the corporation.

MIL CON FOUR BRITANNIA  
DEVELOPMENTS LIMITED

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
A.S.O.

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
A.S.O.

I/We have the authority to bind the  
corporation.

TREBBIANO TRAIL DEVELOPMENTS LTD.

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
A.S.O.

Per: \_\_\_\_\_

Name: \_\_\_\_\_  
A.S.O.

I/We have the authority to bind the  
corporation.

ORIANNA GLEN HOMES CORP.

Per: \_\_\_\_\_

Name:

A.S.O.

Per: \_\_\_\_\_

Name:

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I/We have the authority to bind the corporation.

SEMPRONIA ESTATES INC.

Per: \_\_\_\_\_

Name:

A.S.O.

Per: \_\_\_\_\_

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I/We have the authority to bind the corporation.

ALBANELLA DEVELOPMENT LTD.

Per: \_\_\_\_\_

Name:

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Per: \_\_\_\_\_

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I/We have the authority to bind the corporation.

VENTURON DEVELOPMENT (MILTON 46) INC.

Per: \_\_\_\_\_

Name:

A.S.O.

Per: \_\_\_\_\_

Name:

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I/We have the authority to bind the corporation.

VENTURON DEVELOPMENT (MILTON)  
INC.

Per: \_\_\_\_\_

Name:

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I/We have the authority to bind the  
corporation.

VENTURON DEVELOPMENT (MILTON 90)  
INC.

Per: \_\_\_\_\_

Name:

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Per: \_\_\_\_\_

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I/We have the authority to bind the  
corporation.

ARGO DEVELOPMENTS (5<sup>TH</sup> LINE) LTD.

Per: \_\_\_\_\_

Name:

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Per: \_\_\_\_\_

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I/We have the authority to bind the  
corporation.

MILTON FIFTH LINE DEVELOPMENTS  
CORP.

Per: \_\_\_\_\_

Name:

A.S.O.

Per: \_\_\_\_\_

Name:

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I/We have the authority to bind the  
corporation.

MILTON BRITANNIA DEVELOPMENT  
CORP.

Per: \_\_\_\_\_  
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corporation.

NEAMSBY INVESTMENTS INC.

Per: \_\_\_\_\_  
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I/We have the authority to bind the  
corporation.

NEUTRINO DEVELOPMENTS (BT) INC.

Per: \_\_\_\_\_  
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
A.S.O.

I/We have the authority to bind the  
corporation.

BRITANNIA FARMS INC.

Per: \_\_\_\_\_  
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
A.S.O.

I/We have the authority to bind the  
corporation.

FIFTH LINE FARMING LIMITED

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
A.S.O.

Per: \_\_\_\_\_  
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I/We have the authority to bind the corporation.

MATTAMY (MILTON EAST) LIMITED

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Per: \_\_\_\_\_  
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I/We have the authority to bind the corporation.

CEDAR BROWN SOUTH MILTON INC.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
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I/We have the authority to bind the corporation.

BRANTHAVEN SIXTH LINE INC.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
A.S.O.  
I/We have the authority to bind the corporation.

CASAPE DEVELOPMENTS (BT) INC.

Per: \_\_\_\_\_  
Name: A.S.O.

Per: \_\_\_\_\_  
Name: A.S.O.  
I/We have the authority to bind the corporation.

BRITANNIA SIXTH LINE HOLDINGS LIMITED

Per: \_\_\_\_\_  
Name: A.S.O.

Per: \_\_\_\_\_  
Name: A.S.O.  
I/We have the authority to bind the corporation.

LAURIER BROWN MILTON EAST DEVELOPMENTS INC.

Per: \_\_\_\_\_  
Name: A.S.O.

Per: \_\_\_\_\_  
Name: A.S.O.  
I/We have the authority to bind the corporation.

12300 BRIT HOLDINGS LTD.

Per: \_\_\_\_\_  
Name: A.S.O.

Per: \_\_\_\_\_  
Name: A.S.O.  
I/We have the authority to bind the corporation.

NDB MILTON DEVELOPMENTS INC.

Per: \_\_\_\_\_  
Name: A.S.O.

Per: \_\_\_\_\_  
Name: A.S.O.

I/We have the authority to bind the corporation.

FIFTH LINE (5368) MILTON DEVELOPMENT CORP.

Per: \_\_\_\_\_  
Name: A.S.O.

Per: \_\_\_\_\_  
Name: A.S.O.

I/We have the authority to bind the corporation.

CEDARLAND CONSTRUCTION INC.

Per: \_\_\_\_\_  
Name: A.S.O.

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Name: A.S.O.

I/We have the authority to bind the corporation.

CODROY DEVELOPMENTS INC.

Per: \_\_\_\_\_  
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Per: \_\_\_\_\_  
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I/We have the authority to bind the corporation.

TAHLEQUA HOLDINGS INC.

Per: \_\_\_\_\_  
Name: A.S.O.

Per: \_\_\_\_\_  
Name: A.S.O.

I/We have the authority to bind the corporation.

MILTON EX-EE LAND LIMITED

Per: \_\_\_\_\_

Name: A.S.O.

Per: \_\_\_\_\_

Name: A.S.O.

I/We have the authority to bind the corporation.

MILTON PHASE 4 (WEST)  
LANDOWNERS GROUP INC.

Per: \_\_\_\_\_

Name: A.S.O.

Per: \_\_\_\_\_

Name: A.S.O.

I/We have the authority to bind the corporation.

SCHEDULE "A"

Scope of Study

[NOTETODRAFT:TO BE PROVIDED BY DELTAURBANINC.]

**MP4 (West) Agreement:**

Repeat scope of work from Schedule "A"

**Additional MESP Works:**

List additional reports, studies, projects

NOTE: Those items identified under the heading MP4 (West ) Agreement shall continue to attract a Capital Surcharge of 1.75% in accordance with the MP4 (West) Agreement dated May 7<sup>th</sup>, 2019, whereas the Capital Surcharge on Additional MESP Works to be applied with respect to those items listed as Additional MESP Works shall be three percent (3.0%) in accordance with this Amending Agreement, both of which have been identified in Schedule "B".

## SCHEDULE "B"

Estimated Study  
Costs

<b>MESP Fieldwork</b>	<b>Amount</b>
Other Professional Fees (inclusive of non-refundable HST)	\$ 295,902
Contingency (10% of Other Professional Fees)	29,590
Project Management Fee	44,385
Capital Surcharge	6,473
<b>Total MESP Fieldwork</b>	<b>\$ 376,350</b>
<b>Additional MESP Work</b>	
Other Professional Fees (inclusive of non-refundable HST)	\$ 866,259
Contingency	86,626
Project Management Fee	104,869
Capital Surcharge	31,733
<b>Total Additional MESP Work</b>	<b>\$ 1,089,487</b>
<b>TOTAL Estimated Study Costs</b>	<b>\$ 1,465,837</b>

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