### **EXTRACT FROM COUNCIL MEETING MINUTES OF SEPTEMBER 9. 2014**

Item 54, Report No. 36, of the Committee of the Whole, which was adopted, as amended, by the Council of the City of Vaughan on September 9, 2014, as follows:

### By approving the following:

- 1. The recommendation contained in the report of the Interim City Manager, the Commissioner of Legal & Administrative Services/City Solicitor, the Commissioner of Public Works, and the Commissioner of Finance and City Treasurer, dated September 2, 2014; and
- 2. The confidential recommendation of the Council (Closed Session) meeting of September 9, 2014; and

By receiving Communication C5 from Ms. Carrie Liddy, dated September 2, 2014.

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### VAUGHAN HEALTHCARE PRECINCT UPDATE COST-SHARING AGREEMENT AND SITE SERVICING TENDER WARD 1

### The Committee of the Whole recommends:

- That consideration of this matter be deferred to the Council meeting of September 9, 2014;
   and
- 2) That Communication C6, from the Commissioner of Legal & Administrative Services/City Solicitor, dated August 27, 2014, be received.

### **Recommendation**

The Interim City Manager, the Commissioner of Legal & Administrative Services/City Solicitor, the Commissioner of Public Works, and the Commissioner of Finance and City Treasurer recommend:

- That Council approve the Principles and Key Terms agreed to by Mackenzie Health, as set out in this report, regarding the Cost-Sharing Agreement with Mackenzie Health for the new hospital;
- 2. That the City Manager be delegated the authority to authorize the execution of the Cost-Sharing Agreement, containing the Principles, agreed upon Key Terms, and other terms and conditions as deemed necessary by the Commissioner of Legal & Administrative Services/City Solicitor; and
- 3. That the Commissioner of Public Works be directed to submit a Report to Committee of the Whole following the conclusion of the matter.

### **Contribution to Sustainability**

Ensuring a development plan that supports the timely development of a new hospital in the City and maximizes economic development opportunities in order to achieve the community objectives of providing health care and economic development in the Vaughan Healthcare Precinct.

### **EXTRACT FROM COUNCIL MEETING MINUTES OF SEPTEMBER 9. 2014**

Item 54, CW Report No. 36 - Page 2

### **Economic Impact**

The Cost-Sharing Agreement will identify the cost recovery from Mackenzie Health for the infrastructure investments in the Vaughan Healthcare Precinct

As previously reported to Council, discussions are ongoing with Mackenzie Health (MH) regarding the apportionment of capital costs for the development of the land that will form the basis of a Cost-Sharing Agreement to be executed. An Infrastructure Implementation Plan has been developed and will form part of the Cost-Sharing Agreement (see Attachment No. 4). Based on the Infrastructure Implementation Plan developed to date, the overall costs of development for the Vaughan Healthcare Precinct are estimated to be approximately \$31.3M, which will be front ended by the City. Based on the discussions to date, costs for each shared component will be apportioned on the basis of area, flow, or volume, resulting in a preliminary recovery from Mackenzie Health in the order of 35%. The City's cost portion can be accommodated within the Vaughan Hospital Precinct Development Capital Project CO-0054-09. The cost portion attributed to Mackenzie Health will be internally financed by the City and secured through a letter of credit or other means until the project is complete and final billing determined.

Subject to the execution of a Cost-Sharing Agreement and a Ground Lease Agreement, Tender T14-270 for Site Servicing in the Vaughan Healthcare Precinct will be issued

The MH Board has approved a set of Principles negotiated with the City, including the Principle that the City shall front end the Infrastructure Costs and MH shall reimburse the City in accordance with the Cost-Sharing Agreement, subject to the Ground Lease being executed by the parties. Therefore, the tender will not be issued by the City until both the Cost-Sharing Agreement and Ground Lease are executed by the Parties.

The full economic impact to the City is uncertain at this time and dependent on the results of the second tender. The City has proceeded with the detailed design of the required infrastructure in order to meet the Hospital development timeline requirements. Tender No. T14-270 is expected to close in October and preliminary estimates for this work are approximately \$15.7M, which are included in the overall Cost-Sharing Agreement total.

### **Communications Plan**

Once the project (Tender T14-270) is awarded the results will be made available by the Purchasing Department. Engineering Services staff will advise the Mayor and Members of Council and will distribute a Newsletter to the affected residents and businesses prior to construction commencing.

The Cost-Sharing Agreement and the Ground Lease will be executed by the City and Mackenzie Health prior to the Request For Proposals (RFP) being issued by Infrastructure Ontario (IO) in the Fall of 2014. MH, IO and the Ministry of Health and Long Term Care (MOHLTC) are the leads with respect to communications regarding the Mackenzie Health Vaughan Hospital project.

### <u>Purpose</u>

The purpose of this Report is to seek the approval of Council for the Principles and Key Terms agreed to with Mackenzie Health that will form the basis of the terms and conditions of the Cost-Sharing Agreement for the infrastructure in the Vaughan Healthcare Precinct in advance of the Mackenzie Health Vaughan Hospital project.

### **Background - Analysis and Options**

Council approved the Vaughan Healthcare Precinct Plan, identifying all road and water, wastewater and stormwater servicing requirements in November 2013

### **EXTRACT FROM COUNCIL MEETING MINUTES OF SEPTEMBER 9. 2014**

### Item 54, CW Report No. 36 - Page 3

The Vaughan Healthcare Precinct is located in the northwest quadrant of Major Mackenzie Drive and Jane Street, bounded by Highway 400 to the west, a residential community to the north, Jane street to the east and Major Mackenzie Drive to the south (Attachment 1).

In November 2013 Council approved the final Vaughan Healthcare Precinct Plan (VHPP). Among other things, this plan identified the site (Block 2) of the new Mackenzie Vaughan Hospital (MVH) within the Vaughan Healthcare Precinct, and a coordinated integrated infrastructure network of road, storm water, water and wastewater servicing needs which will serve both the MVH site and the remaining developable lands in the City's Precinct. The City has approved the VHPP to illustrate and guide development of the site.

### Principles of a Cost-Sharing Agreement have been developed by the City and Mackenzie Health

The City and Mackenzie Health have been negotiating Key Terms of a Cost-Sharing Agreement over a number of months. Agreement has been reached as to a set of Principles that will be included in the Cost-Sharing Agreement and that will apportion the capital costs associated with the infrastructure for the Vaughan Healthcare Precinct.

However, the specific terms and conditions of the Cost-Sharing Agreement are in the process of being negotiated and finalized based on the Principles agreed upon by the parties (Refer to Attachment No. 2). A summary of the agreed to Key Terms and other specific terms and conditions being negotiated can be found in Attachment No. 3, along with each party's position.

At its meeting held on August 19, 2014, the Mackenzie Health Board agreed to the Principles for the Cost-Sharing Agreement, subject to the execution of a Ground Lease Agreement, and delegated authority to Hospital staff to negotiate the Key Terms and execution of the Cost-Sharing Agreement.

### Development of the Vaughan Healthcare Precinct and the Mackenzie Vaughan Hospital site is dependent on municipal road connections and municipal servicing solutions

The lands within the Vaughan Healthcare Precinct are encumbered with historic road infrastructure currently serving Cedar Fair (Canada's Wonderland) and drainage channels crossing the precinct. For orderly development of the Precinct, and of the MVH site specifically to proceed in an orderly fashion, new municipal infrastructure must be constructed. These infrastructure requirements are intended to be constructed in stages through separate contracts.

The first stage of infrastructure tendered under T14-072 (Contract1) required as part of the VHPP includes earthworks/site grading, new traffic signals at Major Mackenzie Drive, a storm water management pond, an open channel and a new culvert installation. At its meeting held on June 24, 2014, Council awarded Tender T14-072 to Con Drain Company (1983) Ltd, in the amount of \$7,994,295.39, plus applicable taxes, where approximately \$4M of this work relates to a pre-existing storm water condition which was funded from the City's Wastewater Reserve. Construction activities have commenced on this project.

### A second tender is planned to complete all site servicing for the Mackenzie Vaughan Hospital site, consistent with Infrastructure Ontario's schedule for construction of the hospital

The second stage of works for the Vaughan Healthcare Precinct consists primarily of the internal roads, sewer, water and storm water servicing. The detailed design for this work has been completed and Tender T14-270 is being prepared for issuance in September. The estimated value of this work is approximately \$15.7M. In accordance with the Infrastructure Implementation Plan, the tender will have an anticipated completion date of November 2015 for all construction, consistent with IO's schedule for construction of the hospital.

### **EXTRACT FROM COUNCIL MEETING MINUTES OF SEPTEMBER 9. 2014**

### Item 54, CW Report No. 36 - Page 4

However, Tender T14-270 will only be issued upon the execution of both the Cost-Sharing Agreement and Ground Lease with Mackenzie Health. Any delays in the execution of these documents may affect the release of Tender T14-270, and its completion, which may in turn delay Infrastructure Ontario's schedule for construction of the hospital.

### The extension of the Highway 400 off-ramp at Major Mackenzie Drive may be required to facilitate future development of the Healthcare Precinct

In accordance with OPA 715(as amended), the VHCPP protects for a potential road connection into the Precinct from the Highway 400 northbound exit ramp at Major Mackenzie Drive. The extension would provide direct access from Highway 400 northbound and possibly a single-lane southbound right turn access onto Major Mackenzie Drive. This extension may be constructed in the later phases of the precinct development and will be subject to a detailed Environmental Assessment study. As identified in the Infrastructure Implementation Plan, the estimated cost of this extension is approximately \$6.7M (2014 values), which may vary considerably depending when this phase is initiated. These costs are not included in this Cost-Sharing Agreement and will be subject to both separate negotiations and a cost sharing agreement.

### Relationship to Vaughan Vision 2020/Strategic Plan

This report is consistent with the priorities previously set by Council and ties into the following Vaughan Vision 20/20 Goals and Objectives:

Goal: Service Excellence

Objective: Promote Community Safety, Health, & Wellness

Continuing with the Hospital Precinct Development, and completing the servicing of the lands for the new Mackenzie Vaughan Hospital in partnership with Mackenzie Health, will ultimately provide a new much-awaited hospital and healthcare facility for Vaughan, thus contributing to fulfilment of this vital Strategic Objective.

### **Regional Implications**

The Region of York continues to be a participating stakeholder for the required approvals during the detailed design and construction of infrastructure related to the development of the Precinct Plan.

### Conclusion

Council's approval of the agreed upon Key Terms will enable staff to finalize the negotiation of a Cost-Sharing Agreement with Mackenzie Health, prior to the issuance of Tender T14-270 – Site Servicing for the Vaughan Healthcare Centre.

### Attachments

Attachment No. 1 – Location Map

Attachment No. 2 – Cost-Sharing Principles

Attachment No. 3 – Key Terms Position Comparison Matrix (to be provided via communication)

Attachment No. 4 – Vaughan Healthcare Centre Implementation Plan v11.

### Report prepared by:

Jack Graziosi, Director of Engineering Services, ext. 8201

(A copy of the attachments referred to in the foregoing have been forwarded to each Member of Council and a copy thereof is also on file in the office of the City Clerk.)

		_
Subject:	FW: Item 54 report 36	

C  $\frac{5}{16m}$  #  $\frac{54}{36}$  Report No.  $\frac{36}{100}$  (cw)

----Original Message-----

From: Carrie [mailto:carrie.liddy@gmail.com]
Sent: Tuesday, September 02, 2014 4:34 PM

To: Bevilacqua, Maurizio; Rosati, Gino; Schulte, Deb; Iafrate, Marilyn; Racco, Sandra; Carella,

Tony; Shefman, Alan; DeFrancesca, Rosanna; Di Biase, Michael; Abrams, Jeffrey

Subject: Item 54 report 36

Dear Vaughan Council

The following is a written deputation with regards to item 54 report 36

Item 54 requires a budget amendment . There was \$20 million infrastructure money budgeted from the \$80 million raised thru the hospital surtax

To date the money has not been put in a trust as was a term previous enacted by Vaughan Council in 2009,

There is approximately \$16 million of the \$20 million left given this council has already spent millions of dollars of the infrastructure money

I also note there are no detailed disclosures of the hospital surtax.

The costs are \$31.3 million. The budget needs to be amended as the millions are not budgeted for. This council and staff cannot pass a financial bylaw or sign an agreement when the money is not in the budget.

A public meeting is required to amend the budget as Councillor Carella pointed out to Josh Martow when he asked for a proper solution be sought for the storm water problem in his local park

The bylaw states the Mackenzie Health portion will be financed by the city . A financial instrument must be enacted by Council.

Staff does not have the authority to borrow or redirect \$31.3 million dollars, in total or a portion.

There is no bylaw to address these millions.

During the OMB hearing of August 27 it was noted by Heather Wilson thru the city's lawyer that there was no debenture issued per the bylaw enacted by council in May/June 2009 for the \$80 million

As this money has not been budgeted for, again the bylaw cannot be passed

This bylaw cannot be passed and a public meeting must be held and the budget amended.

Thank you

Sent from my iPhone



### memorandum

Communication

**DATE:** August 27, 2014

TO: Mayor and Members of Council

FROM: MaryLee Farrugia

Commissioner of Legal & Administrative Services/City Solicitor

RE: COMMUNICATION – COMMITTEE OF THE WHOLE – SEPTEMBER 2, 2014

ITEM No. 54

Please find attached to this Communication the "Key Terms Position Comparison Matrix" which is Attachment No. 3 of Item No. 54 on the Agenda:

Vaughan Healthcare Precinct Update
Cost Sharing Agreement and Site Servicing Tender

Ward 1

Also please note that under the "Attachments" section of Item No. 54, the reference to "v11" for "Attachment No. 4 – Vaughan Healthcare Centre Implementation Plan" should be changed to "v10".

Respectfully submitted,

MaryLee Farrugia

Commissioner of Legal & Administrative Services/City Solicitor

Attachment

cc: Barb Cribbett, Interim City Manager

Paul Jankowski, Commissioner of Public Works

Jeffrey Abrams, City Clerk



### Draft Cost-Sharing Agreement Between The City of Vaughan (the "City") and Mackenzie Health (the "Hospital")

Position Comparison: Key Terms (Prepared August 23, 2014)

-	. Learn	City of Vaughan (the "City") Position	Mackenzie Health (the "Hospital"). Position
	t. The	Agreed.	Agreed.
	City is solely responsible for the construction of the Works (in two phases). Intrastructure Costs are estimated at \$31.3 million (excluding a future phase related to the Highway 400 Off-Ramp). The City will front-end the Infrastructure Costs and the Hospital will reimburse the City for its Proportionate Share.		
7	Shared Services and Shared Costs Agreed.	ed.	Agreed.
	<ul> <li>Refers to the site services and road system within the Infrastructure Plan intended to serve both the Hospital Lands and the Remainder Lands, and the associated cost.</li> </ul>		
	• Shared Costs are calculated to be \$27.7 million out of \$31.3 million of Infrastructure Costs.		
က်	Developable Density Agreed.	pac,	Agreed.
	<ul> <li>Defined as "1,980,000 square feet of developable floor area ("DFA") of which approximately 1,200,000 square feet of DFA is expected to be devoted to the Hospital Project".</li> </ul>		
4.	Amendments to the Infrastructure Plan Proj	Project schedule will be at risk if delay	Hospital must approve changes to costs
	From time to time, the City may need to amend the Infrastructure Plan to reflect a change in estimated costs related to the Hospital Shared Services. The City will notify the Hospital in the event of the following:     a. a 10% increase or decrease in the estimated amount for Shared Costs; or,     b. the anticipated date for substantial performance for completion of the Works has substantially changed.	Hospital. Dispute resolution available as a remedy for Hospital.	
I			



City of Vaughan (the "City") Position  Rosition Agreed		hall be the responsibility of the City	on a flow or volume basis; and,	s policies and practices respecting	Agreed.		Hospital's expected DFA of 1,200,000  1,  of the Remainder Lands as a tionate Shares for the City and the er and agreed to by the Parties.					
S. Cost-Sharing	<ul> <li>Only the costs of Shared Services shall be shared by the Parties;</li> </ul>	<ul> <li>Infrastructure Costs attributable solely to the development of the Remainder Lands shall be the responsibility of the City alone;</li> </ul>	<ul> <li>Shared Costs will be shared by the Parties proportionately on an area (DFA) basis or on a flow or volume basis; and,</li> </ul>	<ul> <li>The City is entitled to implement the Infrastructure Plan in accordance with the City's policies and practices respecting procurement and contract administration.</li> </ul>	6. Calculation of Proportionate Shares	<ul> <li>The Proportionate Shares will be calculated as follows:</li> </ul>	<ul> <li>a. For Shared Costs allocated on an area basis: <ol> <li>The Proportionate Share for the Hospital will be 61% calculated on the Hospital's expected DFA of 1,200,000 square feet, and,</li> <li>The Proportionate Share for the City will be 39% calculated on the DFA of the Remainder Lands as a percentage of total DFA.</li> <li>b. For Shared Costs allocated on either a Flow Basis or a Volume Basis, the Proportionate Shares for the City and the Hospital will be the percentages as determined by the City's Consulting Engineer and agreed to by the Parties.</li> </ol> </li> </ul>	<ul> <li>Proportionate Shares are calculated as follows:</li> </ul>	MS	Total MH Share Estimate 10.7	Total CoV Share Estimate 20.6	31.3



	<u>llem</u>	City of Vaughan (the "City") Position	Mackenzie Health (the "Hospital") Position
7.	Initial Estimates and Periodic Adjustments	Project schedule will be at risk if delay	Agreed, provided that City must seek
	<ul> <li>Infrastructure Cost amounts and the Proportionate Shares are set out in cost-sharing schedules based on either tendered costs or estimates as of the date of the Cost-Sharing Agreement. Infrastructure Costs and Proportionate Shares will be subject to adjustment to represent the final determination of actual costs.</li> </ul>	results from required approval by Hospital. Dispute resolution available as a remedy for Hospital.	Hospital's approval for changes in cost or schedule.
	<ul> <li>Adjustments will occur as cost information changes, which will require adjustments to the Proportionate Shares. Each Party's obligation to pay will reflect the final determination of the rights and obligations of the Parties.</li> </ul>		
φi	Full Security for the Hospital's Obligations	Agreed.	Agreed.
	<ul> <li>The Hospital will deliver to the City within 30 calendar days of execution of the Cost-Sharing Agreement either cash or a Letter of Credit equal to 100% of the Hospital's Proportionate Share.</li> </ul>		
	• The form of the Letter of Credit will be the same as for the MOU Letter of Credit.		
9.	Calculations of Accrued Approved Costs and Statements to the Hospital	The City would prefer quarterly	Pending agreement to quarterly versus
	• The Hospital will be provided with a monthly statement prepared by the City to inform the Hospital of the accrued amount of the Hospital's Proportionate Share of Approved Shared Costs incurred as at the date of the monthly statement.	statements and will propose to the Hospital in the next draft of the Agreement.	monthly.
25	Final Cost Allocation	Agreed.	Agreed.
	<ul> <li>Within 60 days following completion of construction and disbursement of all holdback amounts, the City will deliver to the Hospital a statement of account setting out: the City's Proportionate Share of Approved Shared Costs; the Approved City Cost amounts; and, the final Hospital Share amount.</li> </ul>		
11	Covenant to Pay Approved Costs	Agreed.	Agreed.
	<ul> <li>The City will pay all Approved Costs for the Works in accordance with applicable construction contracts and the Hospital will pay to the City the final Hospital Share amount.</li> </ul>		



	<u>Item</u>	City of Vaugham (the "City") Position.	Mackenzie Health (the "Hospial") Position
12. Final Payments by the Hospital		Agreed.	Agreed.
Within 60 days of receiving from the City the Final Co Hospital Share amount; or, both (i) refer the Final Cos of receiving the Final Cost Allocation and (ii) remit the of receiving the Final Cost Allocation.	Within 60 days of receiving from the City the Final Cost Allocation, the Hospital will either: remit the full outstanding Hospital Share amount; or, both (i) refer the Final Cost Allocation to the Parties' Officers for dispute resolution within 30 days of receiving the Final Cost Allocation and (ii) remit the undisputed portion of the outstanding Hospital Share within 60 days of receiving the Final Cost Allocation.		
<ul> <li>In the event that the Hospital does not remit the full or undispute day deadline, the City will be entitled to draw upon the Security.</li> </ul>	In the event that the Hospital does not remit the full or undisputed outstanding Hospital Share amount to the City by the 60-day deadline, the City will be entitled to draw upon the Security.		
13. The Hospital's Right to Access and Inspect Records		Agreed to, but will negotiate five days	Pending agreement to five days versus
The Hospital, at its sole cost, or its representatives may City's Contract Administrator. The City will grant the from receipt of a request for access.	The Hospital, at its sole cost, or its representatives may audit and inspect the records and accounts of the City and/or the City's Contract Administrator. The City will grant the Hospital access to the relevant records and accounts within two days from receipt of a request for access.	rather than two days.	two days.
14. Dispute Resolution - Cost-Related Issues		Agreed.	Agreed.
• If a dispute should arise with respect to: the quantum which Shared Costs are apportioned and the Proportic Basis; or, any similar Infrastructure Cost-related matte City's City Manager and the Chief Executive Officer o at a meeting to be held no later than 15 business days unable to resolve the dispute within 30 days of the me	If a dispute should arise with respect to: the quantum or nature of Infrastructure Costs and Approved Costs; the basis on which Shared Costs are apportioned and the Proportionate Shares that may be apportioned on a basis other than an Area Basis; or, any similar Infrastructure Cost-related matter, either the City or the Hospital may refer the dispute to both the City's City Manager and the Chief Executive Officer of the Hospital (the "Officers") and the Officers will consider the dispute at a meeting to be held no later than 15 business days following receipt of the dispute. In the event that the Officers are unable to resolve the dispute within 30 days of the meeting, either Part may initiate arbitration proceedings		
15. Dispute Resolution - Contract Interpretation and Unresolved Disputes	Transfer of the Control of the Contr	Agreed.	Agreed.
In the event that the Officers do not resolve a dispute between the Parties or if a cle the interpretation of the Agreement or the performance or non-performance by eitl claim, matter or dispute be submitted to and settled by a single arbitrator whose d	In the event that the Officers do not resolve a dispute between the Parties or if a claim or dispute should arise with respect to the interpretation of the Agreement or the performance or non-performance by either Party, either Party may require the claim, matter or dispute be submitted to and settled by a single arbitrator whose decision will be final and binding.		



	<u>Term</u>	City of Vaughan (the "City") Position	Mackenzie Health (the "Hospital") Rosition
16.	Force Majeure	Intent is to make it clear that the	Hospital commits to reimburse City for
	is anything beyond the reasonable control of either Party that adversely affects that Party's ability to perform	Hospital cannot claim as a Force Majeure event non-receipt of Ministry	Shared Costs regardless of whether Ministry reimburses Hospital, subject to
		funding.	approval of changes to Infrastructure Plan. Hospital reviewing specific
	• Force Majeure will include the following:		provision in Agreement.
	<ul> <li>a. natural disaster, unusually severe weather, earthquake, flood or other act of God;</li> <li>b. breakdown, disruption or failure of rail or other transportation, any non-performance of rail or other transportation providers all others required in connection with the movement of rail or vehicular traffic;</li> </ul>		Response pending, regarding provision
	c. fire, explosion, blockade, civil commotion, civil disobedience, riot, war or terrorism; d. Jabour dispute or Jabour shortage:		Majeure event occurs.
	comparing a control of the Ministry, and the Ministry, but the Ministry, but the Month of the Month of the Ministry, the Ministry, the Ministry, the Ministry of the Ministry, the Ministry of		
	f. negligence or wilful misconduct of others.		
	The Agreement is terminated if frustrated by Force Majeure.		
	• The Parties shall share in the City's losses in accordance with cost-sharing as a result of Force Majeure.		
-	17. Termination	Agreed.	Agreed.
	<ul> <li>The Cost-Sharing Agreement shall remain in full force and effect until such time as:         <ul> <li>the Works are complete and the Hospital has paid all amounts payable to the City pursuant to this Agreement, including but not limited to the full Hospital Share amount and any Reconciliation Payment, and all related dissimites</li> </ul> </li> </ul>		
	have been settled or resolved, or		
	<ul> <li>b. turner performance of this Agreement is frustrated by Force Majeure, or</li> <li>c. the Parties agree to terminate the Agreement.</li> </ul>		



Mackenzie Health (the "Hospital") Position	Changed "for any reason" to "a default	by the Hospital" (no definition for default).	Added "in the event this Agreement is	terminated for any reason prior to	completion of the Works, the City shall	not be entitled to draw down on the	Security".	New provision added by Hospital.					and the second s
City of Vaughan (the 'City') Position	City does not agree with Hospital's	cnanges.						These added representations and	warranties are not relevant for a Cost-	Sharing Agreement arrangement.	Further they are not appropriate with	respect to an agreement between two	public bodies.
	18. Remedies	• In the event the Agreement is terminated for any reason, the City will be entitled to draw on the Security posted by the Hospital to compensate the City for the accrued Hospital Share amount; and, the Hospital's Share of any losses or damages	incurred by the City with respect to the termination, as determined by the Parties, the Officers or an arbitrator.				4	19. Representations and Warranties	Upomital included a monacontine the contract of the contract o	<ul> <li>Lospinal included a new section that provides for representations and warranties by the Hospital and the City.</li> </ul>			

### **COMMITTEE OF THE WHOLE - SEPTEMBER 2, 2014**

VAUGHAN HEALTHCARE PRECINCT UPDATE COST-SHARING AGREEMENT AND SITE SERVICING TENDER WARD 1

### Recommendation

The Interim City Manager, the Commissioner of Legal & Administrative Services/City Solicitor, the Commissioner of Public Works, and the Commissioner of Finance and City Treasurer recommend:

- That Council approve the Principles and Key Terms agreed to by Mackenzie Health, as set out in this report, regarding the Cost-Sharing Agreement with Mackenzie Health for the new hospital;
- That the City Manager be delegated the authority to authorize the execution of the Cost-Sharing Agreement, containing the Principles, agreed upon Key Terms, and other terms and conditions as deemed necessary by the Commissioner of Legal & Administrative Services/City Solicitor; and
- 3. That the Commissioner of Public Works be directed to submit a Report to Committee of the Whole following the conclusion of the matter.

### **Contribution to Sustainability**

Ensuring a development plan that supports the timely development of a new hospital in the City and maximizes economic development opportunities in order to achieve the community objectives of providing health care and economic development in the Vaughan Healthcare Precinct.

### **Economic Impact**

The Cost-Sharing Agreement will identify the cost recovery from Mackenzie Health for the infrastructure investments in the Vaughan Healthcare Precinct

As previously reported to Council, discussions are ongoing with Mackenzie Health (MH) regarding the apportionment of capital costs for the development of the land that will form the basis of a Cost-Sharing Agreement to be executed. An Infrastructure Implementation Plan has been developed and will form part of the Cost-Sharing Agreement (see Attachment No. 4). Based on the Infrastructure Implementation Plan developed to date, the overall costs of development for the Vaughan Healthcare Precinct are estimated to be approximately \$31.3M, which will be front ended by the City. Based on the discussions to date, costs for each shared component will be apportioned on the basis of area, flow, or volume, resulting in a preliminary recovery from Mackenzie Health in the order of 35%. The City's cost portion can be accommodated within the Vaughan Hospital Precinct Development Capital Project CO-0054-09. The cost portion attributed to Mackenzie Health will be internally financed by the City and secured through a letter of credit or other means until the project is complete and final billing determined.

Subject to the execution of a Cost-Sharing Agreement and a Ground Lease Agreement, Tender T14-270 for Site Servicing in the Vaughan Healthcare Precinct will be issued

The MH Board has approved a set of Principles negotiated with the City, including the Principle that the City shall front end the Infrastructure Costs and MH shall reimburse the City in accordance with the Cost-Sharing Agreement, subject to the Ground Lease being executed by

the parties. Therefore, the tender will not be issued by the City until both the Cost-Sharing Agreement and Ground Lease are executed by the Parties.

The full economic impact to the City is uncertain at this time and dependent on the results of the second tender. The City has proceeded with the detailed design of the required infrastructure in order to meet the Hospital development timeline requirements. Tender No. T14-270 is expected to close in October and preliminary estimates for this work are approximately \$15.7M, which are included in the overall Cost-Sharing Agreement total.

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Once the project (Tender T14-270) is awarded the results will be made available by the Purchasing Department. Engineering Services staff will advise the Mayor and Members of Council and will distribute a Newsletter to the affected residents and businesses prior to construction commencing.

The Cost-Sharing Agreement and the Ground Lease will be executed by the City and Mackenzie Health prior to the Request For Proposals (RFP) being issued by Infrastructure Ontario (IO) in the Fall of 2014. MH, IO and the Ministry of Health and Long Term Care (MOHLTC) are the leads with respect to communications regarding the Mackenzie Health Vaughan Hospital project.

### **Purpose**

The purpose of this Report is to seek the approval of Council for the Principles and Key Terms agreed to with Mackenzie Health that will form the basis of the terms and conditions of the Cost-Sharing Agreement for the infrastructure in the Vaughan Healthcare Precinct in advance of the Mackenzie Health Vaughan Hospital project.

### **Background - Analysis and Options**

Council approved the Vaughan Healthcare Precinct Plan, identifying all road and water, wastewater and stormwater servicing requirements in November 2013

The Vaughan Healthcare Precinct is located in the northwest quadrant of Major Mackenzie Drive and Jane Street, bounded by Highway 400 to the west, a residential community to the north, Jane street to the east and Major Mackenzie Drive to the south (Attachment 1).

In November 2013 Council approved the final Vaughan Healthcare Precinct Plan (VHPP). Among other things, this plan identified the site (Block 2) of the new Mackenzie Vaughan Hospital (MVH) within the Vaughan Healthcare Precinct, and a coordinated integrated infrastructure network of road, storm water, water and wastewater servicing needs which will serve both the MVH site and the remaining developable lands in the City's Precinct. The City has approved the VHPP to illustrate and guide development of the site.

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However, the specific terms and conditions of the Cost-Sharing Agreement are in the process of being negotiated and finalized based on the Principles agreed upon by the parties (Refer to Attachment No. 2). A summary of the agreed to Key Terms and other specific terms and conditions being negotiated can be found in Attachment No. 3, along with each party's position.

At its meeting held on August 19, 2014, the Mackenzie Health Board agreed to the Principles for the Cost-Sharing Agreement, subject to the execution of a Ground Lease Agreement, and delegated authority to Hospital staff to negotiate the Key Terms and execution of the Cost-Sharing Agreement.

### Development of the Vaughan Healthcare Precinct and the Mackenzie Vaughan Hospital site is dependent on municipal road connections and municipal servicing solutions

The lands within the Vaughan Healthcare Precinct are encumbered with historic road infrastructure currently serving Cedar Fair (Canada's Wonderland) and drainage channels crossing the precinct. For orderly development of the Precinct, and of the MVH site specifically to proceed in an orderly fashion, new municipal infrastructure must be constructed. These infrastructure requirements are intended to be constructed in stages through separate contracts.

The first stage of infrastructure tendered under T14-072 (Contract1) required as part of the VHPP includes earthworks/site grading, new traffic signals at Major Mackenzie Drive, a storm water management pond, an open channel and a new culvert installation. At its meeting held on June 24, 2014, Council awarded Tender T14-072 to Con Drain Company (1983) Ltd, in the amount of \$7,994,295.39, plus applicable taxes, where approximately \$4M of this work relates to a pre-existing storm water condition which was funded from the City's Wastewater Reserve. Construction activities have commenced on this project.

### A second tender is planned to complete all site servicing for the Mackenzie Vaughan Hospital site, consistent with Infrastructure Ontario's schedule for construction of the hospital

The second stage of works for the Vaughan Healthcare Precinct consists primarily of the internal roads, sewer, water and storm water servicing. The detailed design for this work has been completed and Tender T14-270 is being prepared for issuance in September. The estimated value of this work is approximately \$15.7M. In accordance with the Infrastructure Implementation Plan, the tender will have an anticipated completion date of November 2015 for all construction, consistent with IO's schedule for construction of the hospital.

However, Tender T14-270 will only be issued upon the execution of both the Cost-Sharing Agreement and Ground Lease with Mackenzie Health. Any delays in the execution of these documents may affect the release of Tender T14-270, and its completion, which may in turn delay Infrastructure Ontario's schedule for construction of the hospital.

### The extension of the Highway 400 off-ramp at Major Mackenzie Drive may be required to facilitate future development of the Healthcare Precinct

In accordance with OPA 715(as amended), the VHCPP protects for a potential road connection into the Precinct from the Highway 400 northbound exit ramp at Major Mackenzie Drive. The extension would provide direct access from Highway 400 northbound and possibly a single-lane southbound right turn access onto Major Mackenzie Drive. This extension may be constructed in the later phases of the precinct development and will be subject to a detailed Environmental Assessment study. As identified in the Infrastructure Implementation Plan, the estimated cost of this extension is approximately \$6.7M (2014 values), which may vary considerably depending when this phase is initiated. These costs are not included in this Cost-Sharing Agreement and will be subject to both separate negotiations and a cost sharing agreement.

### Relationship to Vaughan Vision 2020/Strategic Plan

This report is consistent with the priorities previously set by Council and ties into the following Vaughan Vision 20/20 Goals and Objectives:

Goal: Service Excellence

Objective: Promote Community Safety, Health, & Wellness

Continuing with the Hospital Precinct Development, and completing the servicing of the lands for the new Mackenzie Vaughan Hospital in partnership with Mackenzie Health, will ultimately provide a new much-awaited hospital and healthcare facility for Vaughan, thus contributing to fulfilment of this vital Strategic Objective.

### **Regional Implications**

The Region of York continues to be a participating stakeholder for the required approvals during the detailed design and construction of infrastructure related to the development of the Precinct Plan.

### **Conclusion**

Council's approval of the agreed upon Key Terms will enable staff to finalize the negotiation of a Cost-Sharing Agreement with Mackenzie Health, prior to the issuance of Tender T14-270 – Site Servicing for the Vaughan Healthcare Centre.

### **Attachments**

Attachment No. 1 – Location Map

Attachment No. 2 - Cost-Sharing Principles

Attachment No. 3 – Key Terms Position Comparison Matrix (to be provided via communication)

Attachment No. 4 – Vaughan Healthcare Centre Implementation Plan v11.

### Report prepared by:

Jack Graziosi, Director of Engineering Services, ext. 8201

Respectfully submitted,

Barbara Cribbett Interim City Manager Paul Jankowski Commissioner of Public Works

MaryLee Farrugia Commissioner of Legal & Administrative Services/City Solicitor John Henry Commissioner of Finance and City Treasurer

### ATTACHMENT NO. 1



### ATTACHMENT NO. 2 COST-SHARING PRINCIPLES

The City and Mackenzie Health agree to share the Infrastructure Costs in accordance with the following overarching principles:

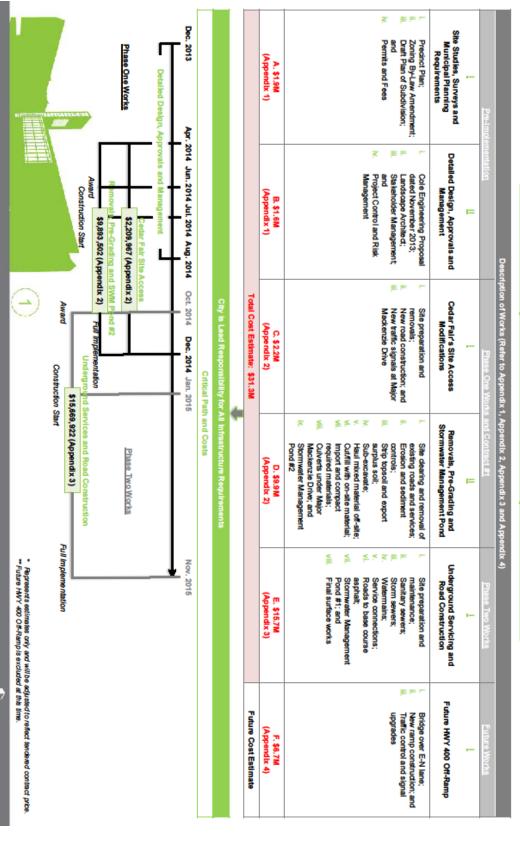
- a) Overall cost efficiency and risk mitigation shall be fundamental goals;
- b) Only the cost of Shared Services shall be shared by the Parties ("Shared Costs"). Infrastructure Costs attributable solely to the development of the Remainder Lands shall be "City Costs" and shall be the responsibility of the City alone;
- c) Shared Costs shall be shared by the Parties on a proportionate basis; and
- d) The City is entitled to implement the Infrastructure Plan in accordance with the City's policies and practices respecting procurement and contract administration, including policies and practices respecting the tendering and award of contracts, contract amendment and enforcement, and dispute resolution. In this context the City has contracted with an agent to administer the various contracts for construction of the completed works (the "Contract Administrator").

### ATTACHMENT NO. 4

## Precinct Plan: Northwest Quadrant/Jane Street and Major Mackenzie Drive

Version 10: August 1, 2014 (Cost Estimates Updated)

### Infrastructure Implementation Plan and Implementation Lead

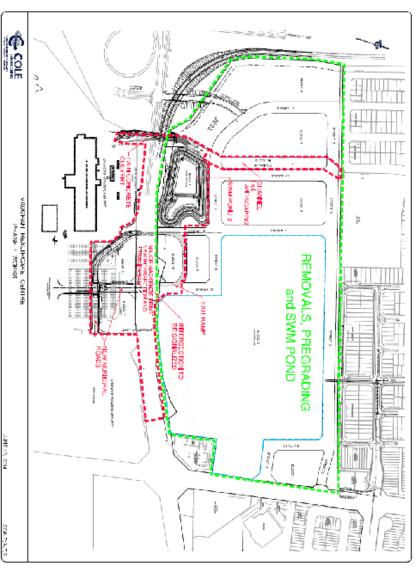


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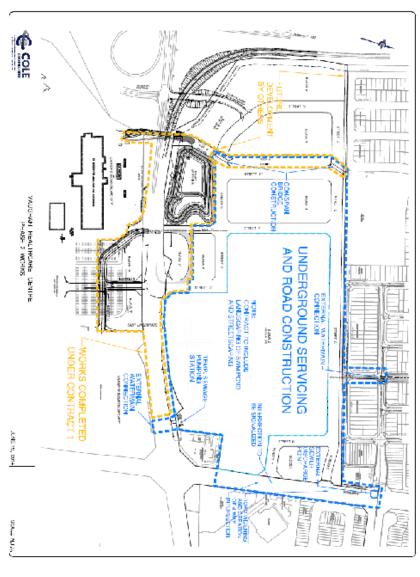
### Precinct Plan: Northwest Quadrant/Jane Street and Major Mackenzie Drive Infrastructure Implementation Plan and Implementation Lead







### Precinct Plan: Northwest Quadrant/Jane Street and Major Mackenzie Drive Infrastructure Implementation Plan and Implementation Lead







### Appendix 1 - Infrastructure Requirements: Pre-Implementation

Notes:			5	۵	ю		-	
109:	HST at 1.76%	<ul> <li>Project Control and Risk Management – P2i Strategies Ltd.</li> <li>Eectrical Street Lighting Design – PowerStream (Phase One Works Only)</li> </ul>	Engineering Design Consultant - Cole Engineering Group Ltd.     Stak eholder Management - PRISM Partners Inc.     Landscape Architect - HOK	not at 1.75%	TRCA Fees (Refer to Appendix 5) i. Draft Plan of Subdivision	Engineening Consultant – Cole Engineening Group Ltd.*      Planning Consultant – Malone Givens Parson Ltd.      Legal Services – Borden Ladher Gervais LLP      Schaeffer Dzaldov Bennett Ltd.	Site Studies, Surveys and Municipal Planning Requirements (Assumes Commitments Includes a Provision for HST)  Development Facilitator – PRISM Partners Inc.	
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- Extract from the Finance, Administration and Audit Committee Report dated April 25, 2014.
   Includes Phase 1 and Phase 2 Environmental Assessments.





### Appendix 2 - Infrastructure Requirements: Contract #1 (Refer to Page 3)

Cedar Fair's Site Access Modifications (Refer to Schedule 1) Part A. General Removals Part B. Removals									ы													<u></u>	
51,495 51,495 -0-120,064 -0-174,240 -174,240 -1,795,317 -0-1,795,317 -	HST at 1.76%	i			Part G = Site Grading and Stormwater Management	Part F - Culverts Under Major Mackenzie Drive	Part B - Removals	Part A - General	Removals, Pre-Grading and Stormwater Management Pond (Refer to Schedule 1)		HST at 1 76%						vi. Part H - Street Lighting	<ul> <li>Part E – Traffic Signals, Pavement Markings and Signage (Major Mackenzie Drive)</li> </ul>	Part D – Streets D. H. I. J and Exit Ramp Construction	Part C - Major Mackanzia Driva Construction	Part A - General	Cedar Fair's Site Access Modifications (Refer to Schedule 1)	
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### Notes:

(6)					<ol> <li>Shared on a 45.55 basis representing the average of Schedule 1 and Schedule 2 proportion ate sharing as calculated below:</li> </ol>
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# Appendix 3 – Infrastructure Requirements: Phase Two Works (Refer to Page 4)

Notes																-			
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	HST at 1.76%	TRCA Permits (Refer to Appendix 5)	Indirect – 3.15% of Direct Costs Plus Contingency	Contingency – 15% of Direct Costs	Electrical other Lighting – Provision of apply, you for port Design and Construction		Section I - Final Surface Works	Section H – Stormwater Management Pond #1	Section G – Miscellaneous	Section F - Roads to Base Course Asphalt	Section E – Service Connections	Section D – Watermains	Section C – Storm Sewers	Section B – Sanitary Sewers	Section A – Site Preparation and Maintenance	Phase Two Works			
	Total Cost Estimate	Subtotal Cost Estimate			Subtotal Cost Estimate	Subtotal Cost Estimate													
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Not considered for cost-sharing with Mackenzie Health, but still must be funded from the Vaughan Hospital Precinct Development Levy.
 Shared on a 49:51 basis representing the Schedule 2 proportionate sharing as calculated below.
 Shared on a 45:55 basis representing the average of Schedule 1 and Schedule 2 proportionate sharing (refer to page 6).

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k	Schedule		
100%	9 935 833	Direct Costs	
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51%	5 066 608	<u>cov</u>	





### Appendix 4 - Infrastructure Requirements: Future Phase Works

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Design Fees Estimate	Indirect - 5% of Direct Costs Plus Contingency	Contingency - 25% of Direct Costs	HWY 400 Off-Ramp - Temp., Ramp, Traffic Control, Signal Upgrades	HWY 400 E-N New Ramp Construction (Approximately 440m)	HWY 400 Off-Ramp, Excluding Bridge Structure (~250m Length)	HWY 400 Off-Ramp	
Total Cost Estimate	Total Construction Estimate	ontituda cost estillate	Subtate Cost Fediments				
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### Appendix 5 - TRCA Fee Schedule

For Discussion Purposes Only

TRCA Fees for Vaughan Healthcare Centre

Based on January 31, 2014 Fee Schedule. Dollars.

Fees have not been requested to date for any of the work completed.

91,910	13,610	78,300	Total
		ТВО	Expedited Review Fee
4,075 25,925		4,075 25,925	Permits** Ph 1 Loop Ramp Reconstruction Ph 2 Stripping and Grading
6,825	1,575	5,250	Site Plan* Block 2 Hospital Site
55,085	12,035	43,050	Draft Plan of Subdivison  Clearance fees by phase vary with complexity of phase.  Complex
Total	Clearance	Service	Process
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- Fees will apply to additional site plans in the future in other locations.
   Permit Revision Fee of \$4,200, if revisions become necessary.





### Appendix 6 - Construction Cost Estimate

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