TO: Mayor and Members  
General Issues Committee  
WARD(S) AFFECTED: Ward 15

COMMITTEE DATE: April 3, 2013

SUBJECT/REPORT NO: Highway 5/6 Interchange and Associated Municipal Roads, Ministry of Transportation (MTO) Transportation Environmental Study Report (TESR) Addendum, Clappison's Corners (PED13063) (Ward 15)

PREPARED BY: Diana Morreale  
(905) 546-2424 Ext. 4101

SIGNATURE:

RECOMMENDATION

That the Transportation Environmental Study Report (TESR) Addendum prepared by the Ministry of Transportation (MTO) for the Highway 5/6 Interchange, associated Municipal Roads and carpool lot, be supported.

EXECUTIVE SUMMARY

Environmental Assessment Process:

The Ministry of Transportation (MTO) has completed a Transportation Environmental Study Report (TESR) Addendum for the Highway 5/6 Interchange. The TESR Addendum only deals with changes to the original TESR documentation and preliminary design. The Study was completed with MTO as the proponent, and the City of Hamilton as a key stakeholder.
In 2003, the MTO completed a TESR for the Highway 5/6 Interchange and received all of the appropriate environmental clearances. The need and justification to complete an Addendum to the 2003 TESR was a result of the following:

- The traffic analysis completed determined that an additional lane will be required in each direction along Highway 6 through the area of the Highway 5/6 Interchange to minimize delays and accommodate growth within the 20 year horizon;
- Requirements to provide municipal road network improvements to maintain property access; and,
- In 2007, the MTO completed a Carpool Lots Opportunity Study which identified this intersection as a desirable location for a new commuter parking lot.

The TESR Addendum Study area, as shown on Appendix "A" to Report PED13063, includes the immediate vicinity of the Highway 5/6 intersection. It extends along Highway 6 from the south of the Niagara Escarpment to north of Parkside Drive (3 kms), and along Highway 5/Dundas Street, for approximately 1 km east and west of Highway 6.

**Financial Agreement:**

The City of Hamilton and MTO have entered into a cost-sharing Agreement to facilitate the proposed Highway 5/6 Interchange (see Appendix "B" of Report PED13063). The cost-sharing Agreement was approved by Council on April 23, 2008. The Agreement highlights include:

**Interchange**

- All related costs to be shared on a 75/25 split between MTO and the City (MTO 75% / City 25%);
- Construction costs to the City will be capped at $7.5 M; and,
- Construction costs will include all utility costs.

**Municipal Roads**

- All costs related to providing the necessary municipal roads to facilitate the interchange will be shared on a 75/25 split (MTO 75% / City 25%);
- MTO will obtain Environmental Approvals (EA) and any other approvals for the construction of all the necessary municipal roads;
- MTO will design and construct all the necessary municipal roads (with the cooperation and assistance of the City, and to the City’s design standards); and,
- If any of the municipal roads are required, prior to MTO’s schedule for providing these roads (due to development of lands in the vicinity of the interchange), the City, with the agreement of MTO, will take responsibility for the construction of any such roadways. Regardless, the cost-sharing Agreement (75% MTO / 25% City) would not change in this instance.

This project is contained within the 2009 City Development Charges (DC) Background Study at a total cost of $25 M, 100% growth related, split 50% residential, 50% non-residential. Staff will update this estimate on the upcoming 2014 Development Charges (DC) Background Study. To date, the Province has spent approximately $22 M on land acquisition for the interchange with significant purchases still to come. The City’s first payment for its 25% share of these incurred costs will be due later in 2013 or early 2014. This project is funded from Development Charge Reserves which have sufficient funds to make this payment. It should be noted, the 5/6 Interchange project is currently not contained within the Province’s five-year capital forecast.

Alternatives for Consideration – See Page 15

FINANCIAL / STAFFING / LEGAL IMPLICATIONS

Financial:
The current cost-sharing Agreement for the proposed interchange at Highways 5/6 (and associated municipal roads to facilitate the Interchange) was approved by Council on April 23, 2008. The Agreement highlights are included on Page 2 of this Report. Table 1 provides updated information regarding budgeted costs for this project. The highlighted numbers represent new data compiled by staff.
Table 1
Highway 5/6 Interchange
Estimated Project Costs February 2013 ($ millions)

<table>
<thead>
<tr>
<th>Original Estimate</th>
<th>MTO (75%)</th>
<th>Hamilton (25%)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>22.87</td>
<td>7.63</td>
<td>30.50</td>
</tr>
<tr>
<td>Construction (note 1)</td>
<td>24.70</td>
<td>7.50</td>
<td>32.20</td>
</tr>
<tr>
<td>Overhead</td>
<td>1.51</td>
<td>0.50</td>
<td>2.01</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>49.08</td>
<td>15.63</td>
<td>64.71</td>
</tr>
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</table>

Note 1: City construction costs capped at $7.5 M

<table>
<thead>
<tr>
<th>Additional Infrastructure (Internal roads) Costs ($ millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
</tr>
<tr>
<td>$4.80</td>
</tr>
<tr>
<td>1.60</td>
</tr>
<tr>
<td><strong>5.40</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non- Levy Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial DCs</td>
</tr>
<tr>
<td>(roads $7 sq.ft. = $10.5 M)</td>
</tr>
<tr>
<td>- Butty lands (ind.)</td>
</tr>
<tr>
<td>Non DC</td>
</tr>
<tr>
<td>- Parkland Dedication</td>
</tr>
<tr>
<td>- FPC contribution</td>
</tr>
<tr>
<td><strong>Total Non - Levy Revenues</strong></td>
</tr>
</tbody>
</table>

Operating Revenues (Levy - Commercial Property Taxes)
(Flamborough Power Centre only)
Years 1 - 3, $1.3 M annually, Years 4 - 5 ($2.0 M annually), Year 6 ($3.5 M annually)

This project is contained within the 2009 City Development Charges (DC) Background Study at a total cost of $25 M, 100% growth related, split 50% residential, 50% non-residential. Staff will update this estimate for the upcoming 2014 DC Background Study. To date, the Province has spent approximately $22 M on land acquisition for the interchange with significant purchases still to come. The City’s first payment for it’s 25% share of these incurred costs will be due later in 2013 or early 2014, funded from DC reserves. It is important to note, this project is currently not contained within the Province’s five-year capital forecast.

**Staffing:**
There are no staffing implications.
Legal:
The 2003 TESR and Preliminary Design Report was carried out as a Group “B” project following the Class Environmental Assessment for Provincial Transportation Facilities, (MTO 2000) (Class EA) as approved under the Ontario Environmental Assessment Act. According to the Class Environmental Assessment for Provincial Transportation Facilities, (MTO 2000), significant changes in a Transportation Environmental Study Report (TESR) design concept requires that a TESR Addendum to the original TESR be prepared. The proposed changes must be discussed with those parties most affected by the proposal. The Addendum must document the circumstances or conditions that necessitated the proposed changes, and the environmental effects and proposed mitigation associated with these changes.

It is important to note that the scope of a TESR Addendum only deals with changes to the original 2003 TESR documentation and preliminary design. While all Group “B” TESRs are eligible for a Part II Order Request or “bump-up” request (Class Environmental Assessment for Provincial Transportation Facilities, (MTO 2000)), in the case of a TESR Addendum, only the changes proposed to the original undertaking are subjected to a “bump-up” request. The completed TESR Addendum will be made available for a 30-day public review period that will include a “bump-up” request opportunity.

In 2008, Ministry of Transportation and the City of Hamilton entered into a legal Agreement that resulted in the Ministry of Transportation leading the Design Study for the interchange and any necessary municipal roads required to facilitate the interchange. Therefore, the MTO Class EA process as specified in the Class Environmental Assessment for Provincial Transportation Facilities (MTO 2000) has been followed for the development and documentation of the internal municipal road network works and commuter parking lot. In addition, the Study had followed the intent and principals for Schedule “C” projects under the Municipal Class EA, so the TESR Addendum includes: resolution of the municipal road configuration in the south-east, south-west, and north-west quadrants of the Highway 5/6 intersection; and, location of a commuter parking facility in the north-east quadrant adjacent to the interchange.

HISTORICAL BACKGROUND

The Ministry of Transportation (MTO) has completed a Transportation Environmental Study Report (TESR) Addendum for the Highway 5/6 Interchange. The Addendum includes the planning of new and modified municipal roads, to serve adjacent land uses and to provide a commuter parking lot in the vicinity of the interchange. The following provides a brief chronology of events that have occurred since 2003:
2003
In 2003, MTO completed a Preliminary Design Study for a Highway 5/6 Interchange in Waterdown, including the submission of a TESR to obtain the appropriate environmental approvals from the Ministry of Environment (MOE). The purpose of this Study was to protect for the long term transportation needs of the Highway 6 Corridor while developing a strategy to enhance safety and address future capacity issues within the Study Area. The 2003 Study examined the provision of a new Parclo A4 style interchange to replace the existing Highway 5/6 intersection.

In conjunction with the interchange works, the 2003 Study documented a need to reconfigure the access to a number of properties which will be directly impacted by the proposed interchange configuration. An initial Municipal Access Road concept was developed as part of the 2003 TESR. This configuration is illustrated in Appendix "C" of Report PED13063. At that time, no environmental approvals were obtained for the Municipal Access Road concept.

2008
In 2008 the City of Hamilton entered into a cost-sharing Agreement with the MTO for the Highway 5/6 Interchange project. In summary, the principles were that the City would cost-share in the amount of twenty-five percent (25%) with the Province, whose share would be seventy-five percent (75%). However, the City’s share of the interchange construction and utility costs would be capped at $7,500,000 (Report FCS07037(a)).

2010
The MTO identified a need to update key aspects of the 2003 design, and initiated a TESR Addendum for the Highway 5/6 Interchange. The MTO is the proponent of the project and the City of Hamilton is a key stakeholder. The Addendum includes the following:

- approval for widening of Highway 6 to six lanes through the interchange and widening Dundas Street to six lanes between Highway 6 and Clappison Avenue to accommodate 2031 traffic projections; and,

- planning of new and modified municipal roads to serve adjacent land use that will lose access, and to provide a commuter parking lot in the vicinity of the interchange.

The MTO has been developing municipal road alternatives for the north-west quadrant, south-east quadrant and south-west quadrant. The TESR Addendum does not include alternatives for a municipal road in the north-east quadrant because this road will be created through plan of subdivision. However, as part of the TESR Addendum work the north-east quadrant was selected as the preferred location for a commuter parking lot.
POLICY IMPLICATIONS

City of Hamilton Strategic Plan (2012 – 2015)
The recommendation requesting endorsement of the Transportation Environmental Study Report Addendum prepared by the MTO for the Highway 5 and 6 Interchanges aligns with our Strategic Plan 2012 – 2015.

Strategic Objective 3.1 of the Corporate Strategic Plan states:

Engage in a range of intergovernmental relations (IGR) work that will advance partnerships and projects that benefit the City of Hamilton. This includes Strategic Actions:
(i) Adopt infrastructure, transportation, housing, downloading and Accessibility for Ontarians with Disabilities Act (AODA) as initial priority areas relative to intergovernmental relations advocacy, finding priorities and grant programs.

RELEVANT CONSULTATION

The Study has followed the approved planning process for Group “B” projects under the Class Environmental Assessment Process for Provincial Transportation Facilities (MTO 2000) with opportunity for public input throughout. The public was engaged through the project website, correspondence, individual meetings and public information centres.

The project team held 13 individual meetings with property owners and agencies and special interest groups. A list of the meetings can be found in Appendix “D” of Report PED13063.

A Public Information Centre (PIC) was held at St. Thomas the Apostle Church (715 Centre Road, Waterdown, Ontario) on Tuesday, June 19, 2012, and was open to agencies from 3:00 p.m. to 4:00 p.m. and the public from 4:00 p.m. to 8:00 p.m. The PIC notice was advertised in the Burlington Post and Hamilton Spectator on June 13, 2012, and the Flamborough Review on June 14, 2012. A digital copy of the Notice of PIC #1 was posted on the project website on June 15, 2012.

A total of 165 persons attended the PIC (161 members of the general public, and four representatives from agencies). Agency staff included representatives from Halton Region, City of Burlington (two representatives), and the office of Member of Provincial Parliament (MPP) Ted McMeekin.

Established Federal and Provincial First Nations agencies were contacted to identify First Nations communities that may have interests in this project. From that response, notices were sent to a number of the First Nation’s communities. To date, the following responses have been received:
As part of TESR Addendum work for Highway 5/6 Interchange, staff from Planning and Economic Development, Public Works, Community Services, Corporate Services, and Emergency Services were consulted. Many detailed comments were provided by staff to the MTO and the project team during the evaluation of alternatives for this project. MTO has incorporated staff comments into the final TESR Addendum recommendations and into the design of the interchange, municipal roads, and carpool lot.

### ANALYSIS / RATIONALE FOR RECOMMENDATION

#### Study Area

The Study Area includes the immediate vicinity of the Highway 5/6 intersection. It extends along Highway 6 from the south of the Niagara Escarpment to north of Parkside Drive (3 kms), and along Highway 5/Dundas Street, for approximately 1 km east and west of Highway 6. See Appendix “A” of Report PED13063.

#### Analysis

The TESR Addendum Study included the following analysis:
- documentation of existing conditions within the study area;
- development and evaluation of alternatives for the associated municipal road network and new commuter parking lot; and,
- preparation of a preferred preliminary design alternative.
Traffic and Transportation

Highway 6 is currently two lanes in each direction with a third northbound lane (7% gradient) terminating immediately north of Highway 5. Heavy vehicle percentages constitute 10% of existing traffic southbound and 7% northbound. Traffic demands on Highway 6 are expected to double within the 20 year horizon. Year 2031 projections exceed the 2026 design hour projections identified as part of the approved 2004 Preliminary Design Study by 10-25% south of Highway 5 and 40-50% north of Highway 5. The 2031 forecasts indicate that existing Highway 6 will exceed capacity, particularly at signalized intersections along Highway 6. Capacity improvements, including an additional third southbound lane along Highway 6 will be required to accommodate 2031 traffic demands.

Municipal Road Network Options

The Study evaluated various alternatives for the municipal road network options. The alternatives were evaluated using the following criteria, and a preferred alternative for each quadrant was identified.

<table>
<thead>
<tr>
<th>Criteria Group</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation/Technical</td>
<td>Network Capacity and Level of Service, Traffic Safety, Emergency Response, Flexibility</td>
</tr>
<tr>
<td>Socio-economic and Cultural Environment</td>
<td>Property Requirements, Accessibility to Properties, Property Severance, Redevelopment Potential, Agricultural Land, Noise, Archaeology and Built Heritage/Cultural Heritage Landscapes</td>
</tr>
<tr>
<td>Natural Environment</td>
<td>Terrestrial Resources (Wildlife and Vegetation), Aquatic Species/Watercourses, Surface Drainage and Groundwater, Environmentally Sensitive Features</td>
</tr>
<tr>
<td>Cost</td>
<td>Capital Cost, Maintenance Costs</td>
</tr>
</tbody>
</table>
South-West Quadrant Preferred Alternative

For the south-west quadrant, a total of eight municipal road alternatives were developed and assessed. With all alternatives, Innovation Drive was extended to the west to connect to South Drive to Highway 5, introducing a new signalized intersection on Highway 5 located approximately 360 metres west of the proposed north-east/west ramp terminal, as shown in Appendix “E”. Out of the eight alternatives, ‘Alternative A’, as shown in Appendix “E” of Report PED13063, was selected as the preferred municipal road configuration for the south-west quadrant.

‘Alternative A’ provides a short 0.1 kilometre cul-de-sac which intersects Highway 5 at the signalized north-east/west ramp terminal. This cul-de-sac will provide access to the Suncor (Petro-Canada) and Tim Horton’s/Wendy’s properties. Due to its proximity to the south-west ramp, the northbound right turn movement at this intersection will be signal controlled and restricted to ‘No Right Turn on Red’. Based on MTO’s “Access Roads at Freeway Ramp Terminals (January 2005)” design guidelines, the northbound left turn opposite the north-east/west ramp is prohibited.

Some of the advantages of ‘Alternative A’ include the following:
- Avoids potential need to buy-out the Focus Environmental Lands (business located within the south-west quadrant);
- Limits impacts and costs associated with enclosing the existing drainage channel;
- From a design perspective the proposed municipal road overall meets the intent of the City of Hamilton municipal geometric standards (sight lines, roadway elevations, grading, etc.); and,
- Lower number of parking spaces to be removed from the City of Hamilton Innovation Drive facility (less than 10 parking spaces).

These advantages outweigh the following concerns associated with this ‘Alternative A’:
- Potentially limits access opportunity in the event of increased traffic volumes or lane blockages;
- Increases the potential of eastbound ‘U’ turn at the Dundas Street and ramp south-east/west signalized intersection (potentially required with Alternative A); and,
- The Suncor (Petro-Canada) and Tim Horton’s/Wendy’s commercial properties have expressed concerns regarding accessibility, visibility, orientation of building relative to the access, need for directional signing and potential conflict with septic services which they feel could affect the viability if their businesses.
South-East Quadrant Preferred Alternative

As part of the approved interchange design, Mountain Brow Road will be closed at Highway 6. Mountain Brow Road currently provides access to Liburdi Engineering (located within the City of Hamilton boundary) and three residential lots (located within the City of Burlington boundary). It is also a shared boundary road between the Cities of Hamilton and Burlington. The Cities currently have a Road Boundary Agreement in place for Mountain Brow Road.

To accommodate access to these properties, a new municipal road connecting Mountain Brow Road to Dundas Street is required. This roadway will also be required to provide access to lands within the south-east quadrant (i.e. Krpan property) planned for future commercial development.

Two key considerations affecting the location of the proposed roadway at Dundas Street East are:

1. In anticipation of a future roadway to serve development within the south-east quadrant, the City of Hamilton has protected for a 13 metre allowance (representing half of the proposed 26 metre right-of-way width) adjacent to the RONA site with the expectation that the balance of the right-of-way will be secured from the Krpan property in the future; and,

2. In the north-east and south-east quadrant, Clappison Avenue currently exists and serves as the primary access to the development within the Flamborough Power Centres, both north and south of Dundas Street East. The intersection is located approximately 621 metres east of the proposed signalized south-east/west ramp terminal, and provides for four through lanes (plus right turn and dual left turn lanes) along Dundas Street East. Up to 55,000 square metres of development may proceed north of Dundas Street East based on this configuration. Any development beyond these levels is expected to require a second connection to Dundas Street East (to date commonly been referred to as Street ‘C’). The potential impacts associated with Street ‘C’ north of Dundas Street East, will need to be considered as part of the evaluation of alternatives, since there is a need to consolidate the north and south legs of this intersection.

The municipal road alternatives developed for this quadrant build upon the concept plans initially presented as part of the 2003 TESR, in which a new access road was proposed connecting Mountain Brow Road to Dundas Street East between the south-east/west ramp terminal and the Clappison Avenue signalized intersection.

“South-East (SE) Alternative 2” as shown in Appendix ‘F’ was selected as the preferred municipal road configuration for the south-east quadrant. “SE Alternative 2” provides a new all way fully signalized intersection located 327 metres east of the proposed
south-east/west ramp terminal and 294 metres from the Clappison Avenue intersection.

“SE Alternative 2” is preferred, as it best balances the need to provide access to residential/commercial properties, with lower impacts to property and costs. Some of the advantages of SE Alternative 2 include the following:

- Avoids the removal of an office building on the south side of Dundas Street East;
- SE Alternative 2 offers a second access to the Liburdi Engineering property as well as connects to existing Mountain Brow Road to serve three residential properties. The road configuration offers a more direct route for employees and trucks to enter/exit the Liburdi site and, therefore, is expected to minimize the amount of commercial traffic in front of the three residential properties located at the south side of Mountain Brow Road; and,
- Does not impact the woodlot located at the south side of Mountain Brow Road.

It is important to note that to implement this preferred alternative, the City of Hamilton and City of Burlington will be required to ratify their current maintenance Agreement for Mountain Brow Road as it functions as a boundary road. Staff from both municipalities are in agreement with the selected alternative.

North-West Quadrant Preferred Alternative

A) North of Borer’s Creek

The interchange design included in the 2003 TESR recommends that a concrete barrier/raised median be constructed along the centre of Highway 6 south of Parkside Drive. As such, access to residential properties on Garwood Avenue and Woodsworth Avenue, as well as those properties fronting onto Highway 6 will be affected. Since Garwood Avenue intersects Highway 6 within the limits of the interchange, this intersection will need to be closed. Also this portion of Highway 6 is being designated by MTO as controlled access.

In the development of alternatives two key issues influenced the evaluation of design alternatives.

1. Direct Access to Highway 6

Given the proximity of the resident driveways to the proposed interchange, maintaining direct access to residential properties on Highway 6 is a significant safety concern. It is desirable to remove these driveways from Highway 6 due to the safety concerns associated with drivers entering and exiting the highway, and in many cases the lack of opportunity for homeowners to turn around on their property and, therefore, forcing drivers to back out of their driveway onto the highway.
2. **2031 Traffic Projections**

Based on traffic projections developed as part of the TESR Addendum, it is expected that prior to 2031, Highway 6 will either need to be a four lane (controlled access) free flow facility from Highway 5 to north of Parkside Drive, or a six lane facility with signalized access control. If Highway 6 is a four lane free flow facility, Parkside Drive will either need to be closed or grade separated at Highway 6. If Highway 6 is a six lane facility, Parkside Drive may remain open, however it is expected to operate at a poor level of service, particularly if a fourth west leg is added to the intersection.

The municipal road alternatives developed for this quadrant build upon the concept plans initially presented as part of the original 2003 TESR, in which a new access road was proposed to connect both Woodsworth Avenue and Garwood Drive to Highway 6 at Parkside Drive. However, given the uncertainty of maintaining the Parkside Drive intersection open in the long term, the evaluation also considered the alternative of connecting Garwood Avenue and Woodsworth Avenue onto Highway 6 southbound.

The “North-West (NW) Alternative 1” (modified) as shown in Appendix ‘G’ of Report PED13063 is preferred. Some of the advantages of “N-W Alternative 1” include:

- Lowest overall cost; and,
- Since the required centre median along Highway 6 will restrict northbound left turn onto Woodsworth Avenue and Garwood Avenue the provision of a turnaround bulb on the west side of the Highway 6/Parkside Drive intersection will help facilitate that movement.

**B) South of Borer’s Creek**

On the south side of the Borer’s Creek, lands in the north-west quadrant are to be accessed by a new municipal road connection to Highway 5. This roadway is expected to intersect Highway 5 approximately 360 metres west of the proposed north-east/west ramp terminal. North of Highway 5, this road will provide access to the North Wentworth Community Centre, existing properties along Highway 6, including Beverly Tire, Good Year Canada, Advanced Consulting and Training, as well as provide a link to Coreslab Drive via the existing road allowance.

In keeping with the 2003 preliminary design recommendations, North Wentworth Drive will be closed at the existing Highway 5 intersection, and any accesses on Highway 5 between this intersection and the north-west/west ramp terminal will be eliminated. Access to existing properties on Highway 5, west of North Wentworth Drive, will remain unrestricted until such time as they are redeveloped. Access to the new Wentworth Community Centre will be provided by new internal municipal roads as illustrated in Appendix “H” of Report PED13063.
North-East Quadrant - Commuter Parking Lot

Subsequent to the approval of the TESR in 2003, the Ministry identified an opportunity to provide a commuter parking lot in the vicinity of the Highway 5/6 Interchange. This was documented in the MTO Central Region Carpool Lots Opportunity Study, dated December 2007.

Based on that MTO Study, this lot was classified as a King’s Highway commuter lot carpool lot, which generally serves a small travel market. Specifically, it is intended to service demands within the Hamilton north coverage area, and as such the target users are primarily drivers traveling north-south on Highway 6 and east-west on Highway 5. It was further suggested that the north-east quadrant (opposite the south-east/west ramp) of the Highway 5/6 Interchange may provide a suitable location for the lot given the availability of undeveloped land (at the time of the 2007 Study), and ability to accommodate more than 100 spaces.

For the purposes of this TESR Addendum, it was expected that the Ministry would prefer to own and operate the commuter parking lot, and that this lot utilize existing or surplus MTO property. Although less desirable, opportunities to lease or acquire property on a willing seller basis adjacent to the Ministry right-of-way and/or jointly operate with the City of Hamilton (if deemed appropriate) were also considered.

The selection of a preferred site was based on evaluation criteria that included property ownership, traffic operations and safety, accessibility, flexibility, security and serviceability, environmental setting, and cost. The following minimum Design Criteria were also used for the facility:

- Paved lot sized to accommodate more than 100 parking spaces;
- Configured to accommodate snow plows and buses, however discourage the use by longer commercial vehicles/ trucks;
- Flexibility to accommodate future bus service (Local and Regional Transit). Currently, no GO Transit service is proposed along Highway 5 or Highway 6 however may become a possibility in the future; and,
- Potential for future expansion.

Based on the evaluation of the commuter parking lot alternatives, ‘Alternative 3’ with a new lot in the north-east quadrant opposite the south-east/west ramp of the interchange is preferred (as shown in Appendix “I” of Report PED13063). This alternative is the most desirable from a transit location perspective, as it is highly visible, accessible to commuters and minimizes the amount of out-of-way travel. It will also best serve potential GO Transit operations along Highway 6 in the future.
ALTERNATIVES FOR CONSIDERATION

Do Nothing

The traffic volumes for the Highway 5/6 intersection are anticipated to increase due to future development and traffic growth along the Highway 6 and 5 corridors. In relation to the Highway 6 corridor, through traffic volumes are also expected to increase, thereby making the corridor less safe especially when making left turns. Eventually without an interchange at this location the intersection will start to fail in the future.

Do Nothing is not a desirable alternative and staff recommend that Council endorse the preferred interchange design, municipal road alternatives and car pool lot as illustrated in Appendix “J” of Report PED13063.

ALIGNMENT TO THE 2012 – 2015 STRATEGIC PLAN:

Strategic Priority #1
A Prosperous & Healthy Community

*WE enhance our image, economy and well-being by demonstrating that Hamilton is a great place to live, work, play and learn.*

Strategic Objective
1.2 Continue to prioritize capital infrastructure projects to support managed growth and optimize community benefit.
1.6 Enhance Overall Sustainability (financial, economic, social and environmental).

Strategic Priority #2
Valued & Sustainable Services

*WE deliver high quality services that meet citizen needs and expectations, in a cost effective and responsible manner.*

Strategic Objective
2.2 Improve the City’s approach to engaging and informing citizens and stakeholders.
Strategic Priority #3
Leadership & Governance

*WE work together to ensure we are a government that is respectful towards each other and that the community has confidence and trust in.*

**Strategic Objective**
3.1 Engage in a range of inter-governmental relations (IGR) work that will advance partnerships and projects that benefit the City of Hamilton.
3.3 Improve employee engagement.
3.4 Enhance opportunities for administrative and operational efficiencies.

### APPENDICES / SCHEDULES

- **Appendix A** - TESR Addendum Study Area
- **Appendix B** - 2008 Financial Agreement
- **Appendix C** - 2003 Municipal Access Road Concept
- **Appendix D** - List of Individual Meetings
- **Appendix E** - South-West Quadrant Preferred Alternative
- **Appendix F** - South-East Quadrant Preferred Alternative
- **Appendix G** - North-West Quadrant Preferred Alternative (North of Borer’s Creek)
- **Appendix H** - North-West Quadrant Preferred Alternative (South of Borer’s Creek)
- **Appendix I** - North-East Quadrant - Commuter Parking Lot
- **Appendix J** - Preferred Alternative

DM:mh
TESR Addendum Study Area
THIS AGREEMENT made is this 18th day of November, 2008.

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, (hereinafter referred to as the "Ministry")

OF THE FIRST PART

- and -

CITY OF HAMILTON, (hereinafter referred to as the "City")

OF THE SECOND PART.

WHEREAS the Ministry has jurisdiction and control of the King’s Highway No. 6 ("Highway 6") and King’s Highway No. 5 ("Highway 5"), west of Highway 6;

WHEREAS the City has jurisdiction and control of Regional Road No. 5 (formerly Kings’ Highway No. 5), east of Highway 6;

WHEREAS the Ministry intends to construct a grade separated interchange at the Highway 6 and Highway 5/Regional road 5 intersection, all within the City of Hamilton, as shown in Schedule ‘A’ attached to this Agreement ("Interchange");

AND WHEREAS the City has agreed to contribute and pay to the Ministry, twenty five (25%) percent of the actual design, property acquisition and contract administration of the Interchange, as detailed in Schedule ‘B’ attached to this Agreement;

AND WHEREAS the City has agreed to contribute and pay to the Ministry, twenty five (25%) percent of the construction cost (including, utility relocation costs) to a maximum of seven million five hundred thousand ($7,500,000.00) Dollars for the Interchange, as detailed in Schedule ‘B’ attached to this Agreement;

AND WHEREAS the City has agreed to contribute and pay to the Ministry twenty five (25%) percent of the actual costs as detailed in Schedule ‘C’ attached to this Agreement, in order to design and construct the municipal road improvements as shown in Schedules ‘A’ attached to this Agreement, in order to facilitate the Interchange;
AND WHEREAS it is deemed expedient to enter into this Agreement to set out the mutually agreed upon terms and conditions for the cost sharing of the design, property acquisition, utility relocations, contract administration and the construction of the Interchange and municipal road improvements.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained, the Parties hereto, for themselves and their respective successors and assigns, hereby mutually agree as follows:

DEFINITIONS
1. In this Agreement:
   a) “Director” means the Regional Director of the Central Region of the Ministry or his nominee;
   b) “Interchange” means that grade separated portion of the Highway 6 and Highway 5/Regional Road 5 within the designated right-of-way of Highway 6, as shown in Schedule ‘A’ to this Agreement; and.
   c) “Municipal Roads” means new and existing road re-alignments or improvements, shown as M1, M2, M3, M4 and M5, in Schedule ‘A’ to this Agreement, required to facilitate the Interchange.

SCOPE OF WORK
2. It is understood and agreed by the parties that the work consists of the detailed design, environmental approval, property acquisition, utility relocations, construction and construction administration of:
   a) a new interchange at the present intersection of Highway 6 and Highway 5 / Regional Road 5.
   b) the municipal roads in order to facilitate the grade separated interchange at the Highway 6 and Highway 5/Regional Road 5 intersection

DESIGN AND CONSTRUCTION
3. It is understood and agreed by the parties that the proposed design of the Interchange is in accordance with Ministry standards, specifications, policies and practices.
4. The Ministry will undertake all surveying, engineering investigations, environmental studies, engineering design and other duties associated with the design of the Interchange.
5. The Ministry will undertake all surveying, engineering investigations, environmental studies, engineering design and other duties associated with the design of the Municipal Roads. The City shall facilitate and assist in obtaining any municipal approvals for this work.
6. The Ministry shall obtain Environmental Approvals and such other approvals as required for the construction of the Interchange.
7. The Ministry shall obtain Environmental Approvals and such other approvals as required for the construction of the Municipal Roads shown as M1, M2, M3 and M5 in Schedule A to this Agreement. The City shall facilitate and assist in obtaining any municipal approvals that may be required for such work. The City will obtain Environmental Approvals and any other approvals for the construction of any roadway in the northwest quadrant for access to lands between Hwy 5 and the Creek, being the municipal road shown as M4 in Schedule A to this Agreement.
8. The City shall not object to the Ministry proposing the closure of any municipal road or portion thereof required to facilitate the construction of the Interchange or the improvements to the Municipal Roads, subject to the Ministry receiving environmental clearance through the Ministry's environmental approval process. The City will initiate the process to pass the necessary by-laws when required to do so.

9. The Ministry, or another person, shall undertake the relocation of any and all utilities that may be necessary for the Interchange. The City will facilitate and assist in obtaining and relocating utilities as required.

10. The Ministry, or another person, shall also undertake the relocation of any and all utilities that may be necessary for the Municipal Roads. The City will facilitate and assist in obtaining utility approvals and clearances, if required.

11. Prior to the commencement of construction of the Interchange, the Ministry shall acquire the lands necessary for the Interchange.

12. Prior to the commencement of construction of the Municipal Roads, the Ministry shall also acquire the lands necessary for the Municipal Roads. The City will facilitate and assist, if required.

13. The Ministry, at its sole discretion, may undertake the construction of the Interchange and the Municipal Roads by means of a series of suitable construction contracts that may be smaller by the cost or amount of work to be performed.

14. Prior to tendering a contract, the Ministry shall prepare a final cost estimate for the City’s information.

15. The Ministry shall tender the Interchange construction contract in such a way that the Municipal Road improvements shall be substantially completed and constructed prior to the commencement of construction of the Interchange in order to ensure safe traffic movement.

16. The Ministry shall tender, advertise, award, administer the construction and construct the Interchange in accordance with Ministry standards, specifications, policies and practices.

17. If in the opinion of the Ministry, the unit prices or total bid tender are excessive, the Ministry reserves the right to refuse to approve the award of the construction contract and may re-tender and advertise the contract.

18. The Ministry shall ensure that the City is kept informed about the progress of design, construction and other associated activity for the construction of the Interchange and the Municipal Road improvements.

19. a) If the City determines that any of the Municipal Roads should be reconstructed sooner than anticipated by this Agreement, because of the need of the City to construct a municipal recreational building or other public building to be used by the City, than it is agreed that the City may reconstruct any or all those Municipal Roads in accordance with the applicable Ministry standards, specifications, policies and practices. The City shall pay 100% for the construction costs when incurred and 75% of the actual construction costs shall be deemed to be a credit in favour of the City toward its share of the payment for the construction costs for the Interchange as described in this Agreement. It is understood and agreed by the City that actual construction costs deemed to be a credit by this clause shall not include any amounts associated with its staff working on or providing administrative support for the Municipal Roads.

b) If the City determines that any of the Municipal Roads should be reconstructed sooner then
anticipated by this Agreement, because a person seeks to develop its lands pursuant to the planning process, than it is agreed that the City may reconstruct any or all those Municipal Roads in accordance with the applicable Ministry standards, specifications, policies and practices, but without any financial contribution from the Ministry.

FINANCIAL CONTRIBUTION

20. Subject to paragraph 19 of this Agreement, the Ministry and the City agree that the costs for the Interchange and the Municipal Roads, as detailed in Schedules 'B' and 'C' attached to this Agreement, are for estimating purposes only and that it is the intention of the parties to pay the actual costs in accordance with the terms and conditions set out in this Agreement. For additional clarity, it is understood and agreed by the City that it will not seek to recover from the Ministry any amounts for Administrative Overheads, meaning any amounts associated with its staff working on or providing administrative support for either the Municipal Roads or the Interchange, and this is indicated by a zero amount in both Schedules 'B' and 'C'.

21. The City shall pay twenty five (25%) percent of the actual costs for the design, property acquisition (including the cost for the lands and any and all expropriation costs), construction administration, resolution of liens and claims, plus Goods and Services Tax ("GST") for the Interchange, as shown in Schedule 'B' attached to this Agreement.

22. The City shall pay for construction cost, including all utility relocations for the Interchange to a maximum of Seven Million Five Hundred Thousand ($7,500,000.00) Dollars, plus GST, as shown in Schedule 'B' attached to this Agreement.

23. Subject to paragraph 19 of this Agreement, the City shall pay the costs as stated in Schedules 'C' attached to this Agreement, as well as all applicable GST, towards the design, property acquisition, (including the cost for the lands and any and all expropriation costs), utility relocations, construction administration and construction costs of the Municipal Roads.

24. In the event the City requests the Ministry to complete additional work with regard to the Interchange or the Municipal Roads, and the Ministry agrees to such a request, then the City shall pay the Ministry:
   a) the cost incurred by the Ministry in carrying out the request; and
   b) the cost of materials, labour, force account work, surcharges and other expenses associated with carrying out the request.

INVOICING

25. The Ministry shall, invoice the City for payments for the actual cost of the Interchange and the Municipal Roads, annually, in the Fall of each year for that year's costs for the accrued amounts from the preceding invoice, until construction is completed and final accounts are settled. The City shall pay the Ministry the invoiced amount within sixty (60) days of receipt of the invoice or by 31st December, whichever is later. Invoicing for the cost of the property acquisitions to facilitate the construction of the interchange and the municipal roads will commence in 2008. Invoicing for design and construction of the interchange and the
municipal roads will commence in 2010 or later

COMPLETION

26. The Ministry shall report the completion date of the Interchange and the Municipal Roads to the City

27. The Ministry shall seek to resolve any and all construction liens filed with respect to the Municipal Roads as may be reasonably possible.

GENERAL PROVISIONS

28. The rights, duties and powers of the Minister of Transportation for the Province of Ontario under this Agreement may be exercised by:

a) the Director, or
b) a nominee.

29. All notices, demands or requests sent to a party to this Agreement may be served personally 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) or sent by facsimile transmission and addressed to the party to whom it is given as follows:

   If to the Ministry:  Roger Hanmer  
   Regional Director, Central Region  
   Ministry of Transportation  
   2nd Floor, Atrium Tower (Building “D”)  
   1201 Wilson Avenue  
   Downsview, Ontario  
   M3M 1J8  
   Tel. No.: 416-235-5400  
   Fax No.: 416-235-5266

   If to the City:  Scott Stewart  
   General Manager  
   Public works Department  
   City of Hamilton  
   77 James St. North, Suite 320  
   Hamilton, Ontario  
   L8R 2K3  
   Tel. No.: 905-546-2424 ext. 2313  
   Fax No.: 905-546-4481

Any notice shall be deemed to have been given to and received by the party to whom it is addressed:

(a) if delivered, on the date of delivery;
(b) if mailed, then on the fifth business day after being deposited in the mail;
(c) if faxed, on the day after facsimile transmission.

The address for each party hereunder may be changed upon written notice to the other party.

30. All Schedules referred to in this Agreement and attached hereto form part of this Agreement.

31. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

32. The City warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals within its power legally required to give it the authority to enter into this agreement.

33. Any changes, alterations or amendments to this Agreement shall be made in writing and
mutually agreed upon by the Parties. The Director may execute any such amendment on behalf of the Ministry.

34. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Minister of Transportation for the Province of Ontario on behalf of the Party of the First Part has hereunto set his hand and the Party of the Second Part has hereunder affixed its Corporate Seal under the hands of its proper officers duly authorized in that behalf.

SIGNED this 18 day of November, 2008.

HER MAJESTY THE QUEEN in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario

MINISTER OF TRANSPORTATION (ONTARIO)

SIGNED AND SEALED this day of , 2008.

THE CITY OF HAMILTON

A. Mayor

City Clerk

FINANCIAL CONTENT APPROVED BY COUNCIL

OFFICE OF THE CLERK
APPROVED BY COUNCIL
DATE: Oct 29, 2008
REPORT No: 08-005 Item: 10
INTERNAL DATE: 2008-08-25
SCHEDULE "A"
To a Legal Agreement between the Ministry of Transportation and The City of Hamilton
Highway 6 and Highway 5/Regional Road 5 Interchange

Map showing New Interchange and Municipal Roads
### SCHEDULE “B”

to a Legal Agreement between the Ministry of Transportation and The City of Hamilton

Highway 6 and Highway 5/Regional Road 5 Interchange

#### SUMMARY OF COST SHARING DETAILS - INTERCHANGE

(Estimate as of December 2006)

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
<th>Ministry of Transportation (75% share)</th>
<th>City of Hamilton (25% share)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>$30,500,000.</td>
<td>$22,875,000.</td>
<td>$7,625,000.</td>
</tr>
<tr>
<td>Utilities</td>
<td>$1,500,000.</td>
<td>$1,125,000.</td>
<td>$375,000. (See Note 2)</td>
</tr>
<tr>
<td>Construction</td>
<td>$25,300,000.</td>
<td>$18,975,000.</td>
<td>$6325,000. (See Note 2)</td>
</tr>
<tr>
<td>Design (5% of Construction)</td>
<td>$1,265,000.</td>
<td>$948,750.</td>
<td>$316,250.</td>
</tr>
<tr>
<td>Construction Administration (8% of Construction)</td>
<td>$2,024,000.</td>
<td>$1,518,000.</td>
<td>$506,000.</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$60,589,000.</td>
<td>$45,441,750.</td>
<td>$15,147,250.</td>
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<tr>
<td>Admin Overheads (7%)</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

#### Notes:

1. The above costs are estimates only; the actual costs will also include the resolution of additional work, change orders, claims and liens.
2. The sum total of the City's share of the Utility relocation costs and the Construction Costs shall be capped at $7,500,000.00
3. For monies owed to the ministry.
## SCHEDULE “C”

to a Legal Agreement between the Ministry of Transportation and The City of Hamilton

Highway 6 and Highway 5/Regional Road 5 Interchange

### SUMMARY OF COST SHARING DETAILS – MUNICIPAL ROADS

(Estimated Construction and Property costs of Municipal roads, based on Hamilton’s estimates of April 2008)

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
<th>Ministry of Transportation (75% share)</th>
<th>City of Hamilton (25% share)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>$6,409,000.</td>
<td>$4,806,750.</td>
<td>$1,602,250.</td>
</tr>
<tr>
<td>Utilities</td>
<td>See note 2 below</td>
<td>See note 2 below</td>
<td>See note 2 below</td>
</tr>
<tr>
<td>Construction</td>
<td>$8,193,000.</td>
<td>$6,144,750.</td>
<td>$2,048,250.</td>
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<tr>
<td>Design (5% of Construction)</td>
<td>$409,650.</td>
<td>$307,238.</td>
<td>$102,412.</td>
</tr>
<tr>
<td>Construction Administration (8% of Construction)</td>
<td>$655,440.</td>
<td>$491,580.</td>
<td>$163,860.</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin Overheads (7%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GST</td>
<td></td>
<td>(5% x Subtotal)</td>
<td>See Note 4</td>
</tr>
</tbody>
</table>

### Notes:

1. The above costs are estimates only; the actual costs will also include the resolution of additional work, change orders, claims and liens.
2. Utility costs when determined will be split on a 75/25 basis (75% Ministry; 25% City)
3. If signals are warranted at Highway 5 and the proposed new municipal road intersection, west of the proposed N-E/W ramp terminal (the intersection of Highway 5 and municipal roads M3/M4, shown in Schedule A), the cost for this will be split on a 75/25 basis (75% Ministry; 25% City)
4. For monies owed to the ministry.
2003 Municipal Access Road Concept
List of Individual Meetings

1. Liburdi Group of Companies, February 22 and August 9, 2011, October 11, 2012;

2. SW Quadrant Property Owners (Suncor Energy, TDL Group, Prime Enterprises Inc., Focus Engineering property owner), February 23 and June 21, 2011;


5. Impacted Property Owners Meeting, Hamilton Innovation Centre, 7 Innovation Drive, April 11, 2011;

6. CANTAM Group Limited re: NE Quadrant, May 26, 2011;

7. Mountain Brow Road residential property owners, August 9, 2011;

8. Environmental Agencies (Conservation Halton, City of Burlington, NEC, City of Hamilton, Hamilton Conservation Authority) August 9, 2011;

9. Cootes to Escarpment Project Team, August 23, 2011;


12. City of Burlington Councilor R. Craven, Dr. Callaghan, C. Callaghan, R. Garwood-Jones, A. Iantomasi and project team representatives re: Mountain Brow Road alignment, October 25, 2012; and

South-West Quadrant Preferred Alternative

Appendix “E” of Report PED13063
South-East Quadrant Preferred Alternative
North-West Quadrant Preferred Alternative (North of Borer's Creek)
North-West Quadrant Preferred Alternative (South of Borer’s Creek)
North-East Quadrant – Commuter Parking Lot