
DATE: October 13, 2009

REPORT TITLE: **FINAL APPROVAL OF THE HALTON/PEEL BOUNDARY ADJUSTMENT PROPOSAL TO ANNEX THE NINTH LINE CORRIDOR**

FROM: David Szwarc, Chief Administrative Officer

RECOMMENDATION

That By-Law 106-2009 indicating support of the proposed restructuring and annexation of lands by the Region and City of Mississauga from the Region of Halton and Town of Milton as set out in Appendix 1 of the report of the Chief Administrative Officer dated October 12, 2009, titled "Final Approval of the Halton/Peel Boundary Adjustment Proposal to Annex the Ninth Line Corridor" be forwarded to the October 29th Regional Council Meeting for enactment;

And further, that upon enactment a certified copy of the by-law be forwarded to the City of Mississauga to be included as part of the restructuring report to be submitted to the Minister of Municipal Affairs and Housing;

And further, that the Regional Solicitor be authorized to make any minor amendments to the Restructuring Proposal and Boundary Adjustment Agreement required following approval by Council, provided that the amendments do not affect the substance of either document.

REPORT HIGHLIGHTS

- All municipalities support the boundary realignment to the middle of Highway 407.
- Milton and Halton have agreed to accept \$3.29M as compensation for the boundary realignment.
- The Regional Municipality of Peel and the City of Mississauga have agreed to share the obligation to pay the Regional Municipality of Halton and the Town of Milton \$3.29M in the same proportion that taxes are shared; Peel 63%, Mississauga 37%.
- A general description of the contents of the Restructuring Proposal and the Boundary Adjustment Agreement is set out in the report.

DISCUSSION

1. Background

On January 14, 2009, Council approved a Memorandum of Understanding, executed on March 5, 2009 between the Region, the Regional Municipality of Halton, the Town of Milton

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and the City of Mississauga to guide the re-alignment of the boundary between Peel and Halton for lands west of the Ninth Line and east of Highway 407, south of Highway 401 and north of Highway 403. This would result in 400 hectares of land now within Halton and Milton being annexed into Peel and Mississauga.

A consultant was retained to recommend appropriate compensation to be paid to Milton and Halton resulting from the proposed boundary realignment. The consultant recommended Mississauga and Peel pay Milton and Halton \$3.29 million. All four municipalities have accepted the consultant's recommendation.

Mississauga and Peel have agreed to share the obligation to compensate based on the same proportion as tax dollars are shared between Mississauga/Peel; Mississauga 37 percent, Peel 63 percent.

A joint public meeting was held on September 30, 2009 at 7:00 p.m. in the Council Chambers of the Regional Municipality of Halton in Oakville. The main issue that arose at the public meeting was the fact that many of residents' tax bills would increase after the annexation by about 16% as a result of the differing tax rates. They requested a phase-in of tax increases. Mississauga staff is reviewing this matter with the concerned residents. Regional staff will continue to confer with Mississauga staff on the matter of tax assistance and will report to Council should further direction be required. Minutes of the joint public meeting are available on the Peel web site under News/Notices -> Public Notices -> "Proposed Restructuring Annexation of Lands" link.

2. Restructuring Proposal and Boundary Adjustment Agreement

The Restructuring Proposal follows a format provided by Ministry staff and is based on their experience with municipal restructuring. Typically not all of the agreements between municipalities involved in such proposals are included in the Minister's Order, which is usually based on the Restructuring Proposal. These other agreements often become the content of a Boundary Adjustment Agreement between the municipalities involved.

Therefore the Restructuring Proposal covers off some of the more general particulars such as: the date of the annexation, and the vesting of assets and liabilities after the annexation. In this case on the advice of both Mississauga and Peel's staff, the Ninth Line will vest in Mississauga and not Peel. The compensation and how it will be shared, and the continuation of some by-laws is also provided for in the Restructuring proposal.

The Boundary Adjustment Agreement provides more detail respecting the transition, particularly under the heading Tax Collection and Assessment. It also provides that after the annexation, Mississauga/Peel will provide municipal services to these lands.

3. Findings

The proposed boundary adjustment provides the City of Mississauga the opportunity to ensure that any development that might eventually occur on the lands will be compatible with the existing community that has developed within Mississauga on the east side of Ninth Line. When development does occur, it will contribute towards the cost of the municipal services provided by Peel and Mississauga and not to Halton and Milton. Further, some of the lands now owned by the City of Mississauga for storm-water management and other purposes will be within Mississauga's own jurisdiction.

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The proposal represents good planning because the land will complete existing communities within Mississauga rather than constitute an isolated pocket of Milton located east of Highway 407.

CONCLUSION

Staffs of all four municipalities are recommending that this annexation proceed. Each municipality has endorsed its staff's recommendations. Passing the by-law and the resolutions in support of the Restructuring Order are the last remaining steps for Peel Region's Council to take. Peel staff are recommending that Regional Council proceed as recommended.

Approved for Submission:



D. Swarc, Chief Administrative Officer

*For further information regarding this report, please contact
Doug Gates at extension 4382 or via email at doug.gates@peelregion.ca*

Authored By: Doug Gates

- c. Legislative Services
N. Trim, Chief Financial Officer and Commissioner of Corporate Services
Patrick O'Connor Regional Solicitor

Doug Gates

File: 20154

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**FINAL APPROVAL OF THE HALTON/PEEL BOUNDARY ADJUSTMENT PROPOSAL TO
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THE REGIONAL MUNICIPALITY OF PEEL

BY-LAW NUMBER 106-2009

A by-law to support a minor restructuring proposal.

WHEREAS Section 173 of the *Municipal Act*, 2001 S.O. 2001 c.25, as amended, authorizes the Minister of Municipal Affairs and Housing to approve minor restructuring proposals;

AND WHEREAS the Corporation of the City of Mississauga has submitted a minor restructuring proposal for the annexation of lands described herein that are presently part of the Town of Milton;

AND WHEREAS a Special Committee established by the Councils of The Regional Municipality of Peel, The Regional Municipality of Halton, The Corporation of the City of Mississauga and The Corporation of the Town of Milton held a joint public meeting on September 30, 2009 at The Region of Halton's Council Chambers in the Town of Oakville to consider the minor restructuring proposal;

NOW THEREFORE the Council of the Regional Municipality of Peel enacts as follows:

1. That The Regional Municipality of Peel hereby supports the minor restructuring proposal of The Corporation of the City of Mississauga attached as Schedule "A" to this By-law providing for the annexation by the City of Mississauga of the lands described in Schedule "A" to this By-law.
2. The Regional signing officers are hereby authorized to execute all documents required to implement the minor restructuring proposal, including a Boundary Adjustment Agreement attached as Schedule "B" to this By-law.

READ THREE TIMES AND PASSED IN OPEN COUNCIL this 29th day of October, 2009.

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RESTRUCTURING PROPOSAL

The Restructuring Proposal of the City of Mississauga, the Region of Peel, the Region of Halton and the Town of Milton is hereby approved by all four municipal councils for submission to the Minister of Municipal Affairs and Housing under section 173 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

**THE REGIONAL MUNICIPALITY OF PEEL, THE REGIONAL MUNICIPALITY OF
HALTON , THE CORPORATION OF THE CITY OF MISSISSAUGA, THE
CORPORATION OF THE TOWN OF MILTON**

DEFINITIONS

1. In this proposal:

"Annexed Lands" means the area comprised of the lands as shown on Schedule "A" to this proposal and as described in Schedule "B" to this Proposal;

"Effective Date" shall mean January 1, 2010;

"Peel" shall mean The Regional Municipality of Peel;

"Halton" shall mean The Regional Municipality of Halton;

"Mississauga" shall mean The Corporation of the City of Mississauga;

"Milton" shall mean The Corporation of the Town of Milton;

ANNEXATION

2. (1) On January 1, 2010 the portion of the Town of Milton and the Regional Municipality of Halton as shown on Schedule "A" and as described in Schedule "B" to this Proposal, is annexed to the City of Mississauga and the Regional Municipality of Peel.

(2) As of the Effective Date the annexed lands shall be removed from Ward 1 in Milton and form part of Wards 8, 9 & 10 in Mississauga, as shown on Schedule "C" and as described in Schedule "D" to this Proposal, and the residents of the Annexed Lands shall be entitled to vote in Mississauga in the regular

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municipal elections to be held in November, 2010 in accordance with the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, Sched.

- (3) All real property, currently owned or benefiting Milton including any highway, street, fixture, easement or restrictive covenant running with the lands located within the Annexed Lands depicted in Schedule "A" shall vest in Mississauga on January 1, 2010.
- (4) All real property, currently owned or benefiting Halton including any highway, street, fixture, easement or restrictive covenant running with the lands located within the Annexed Lands depicted on Schedule "A" shall vest in Peel as of January 1, 2010. Assets of Milton Hydro Holding Inc. and its related companies are specifically excluded from this Proposal.
- (5) All assets and liabilities of Milton acquired or arising on or before December 31, 2009 with respect to the Annexed Lands are transferred to Mississauga on January 1, 2010.
- (6) All assets and liabilities of Halton acquired or arising on or before December 31, 2009 with respect to the Annexed Lands are transferred to Peel on January 1, 2010.
- (7) Notwithstanding subsections (4) and (6) above, that portion of Ninth Line within the Annexed Lands shall vest from the Region of Halton to the City of Mississauga and shall become a local road.
- (8) Notwithstanding subsections (4) and (5) above, any litigation commenced prior to the Effective Date, or after the Effective Date with respect to matters that occurred prior to the Effective Date with respect to the Annexed Lands, and related rights or liabilities, if any, remains the obligation of Milton and Halton as the case may be.

COMPENSATION

3. (1) Peel and Mississauga shall on January 4, 2010 jointly pay the sum of \$3,290,000 on January 4, 2010 by way of lump sum payment to Halton. The payment shall be divided as between Peel and Mississauga as follows:
 - (a) Payment by Mississauga: \$1,230,000;
 - (b) Payment by Peel: \$2,060,000.
- (2) Such lump sum payment is to be distributed by Halton as follows:
 - (a) Payment to Milton: \$2,000,000;
 - (b) Payment to Halton: \$1,290,000.

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4. For the purpose of the assessment roll to be prepared for Mississauga for taxation in 2010, the year of the annexation, the Annexed Lands shall be deemed to be part of Mississauga and the Annexed Lands shall be assessed on the same basis that the assessment roll for Mississauga is prepared.

BY-LAWS

5. (1) On January 1, 2010, the by-laws of Peel and Mississauga extend to the Annexed Lands and the by-laws of Halton and Milton cease to apply to such area except:

- (a) Milton and Halton By-laws passed pursuant to:
 - (i) the *Highway Traffic Act* or the *Municipal Act* that regulate the use of highways by vehicles or pedestrians and the encroachment or projection of buildings, or any portion thereof upon or over highways;
 - (ii) By-laws of Halton or Milton passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
 - (iii) By-laws passed under section 10 of the *Weed Control Act*;
 - (iv) By-laws passed pursuant to the *Local Improvement Act*;
 - (v) By-laws passed under the *Development Charges Act*;
 - (vi) By-laws of Milton passed under section 29 of the *Ontario Heritage Act* and;
 - (vii) any By-law conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of Halton or Milton, as the case may be,

which By-laws shall be deemed to be By-laws of Peel or Mississauga as the case may be, and shall remain in force and effect until amended or replaced by the Council for Peel or Mississauga, as the case may be.

- (2) Any comprehensive zoning By-law or amendments thereto, and site plan control by-laws, passed pursuant to section 34 or 41 or predecessor of those sections of the *Planning Act*, or any Official Plan or amendments thereto of Halton or Milton that have been approved or adopted for the Annexed Lands pursuant to the provisions of the *Planning Act* shall be deemed to be part of the Zoning By-law,

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site plan control by-laws and Official Plan for Peel or Mississauga, as the case may be, as of the Effective Date and shall remain in full force and effect in the Annexed Lands until amended or repealed or otherwise replaced by Peel or Mississauga pursuant to the provisions of the *Planning Act*. As a result of this section, any part of Milton's Zoning By-law and Halton's and Milton's official plans pertaining to the Annexed Lands, no longer forms part of Milton's Zoning By-law and Halton and Milton's Official Plans.

- (3) Any application to amend Milton's Zoning By-law or the Official Plan for Halton or Milton or appeals therefrom that was initiated prior to the Effective Date for the Annexed Lands shall be continued by Peel or Mississauga.

TAX COLLECTION AND ASSESSMENT

6.
 - (1) All real property taxes, charges or rates levied under any general or special Act in the Annexed Lands that are uncollected as of December 31, 2009 shall be deemed to be taxes due and payable to Mississauga and shall be collected by Mississauga. After collection, Mississauga shall forward to Peel, Peel's share just as if the amounts collected under this paragraph are taxes, charges or rates levied elsewhere in Mississauga.
 - (2) Milton will issue, prior to November 15, 2009, notice to each affected landowner, instructing them that Milton shall no longer be collecting taxes in the Annexed Lands as of December 31, 2009 and that all outstanding taxes as of that date should be remitted to Mississauga. The notice shall be in a form and content satisfactory to Mississauga.
 - (3) Prior to January 15, 2010, the Clerk of Milton shall prepare and furnish to the Clerk of Mississauga a special collector's roll showing all outstanding taxes as of December 31, 2009 and the persons assessed for them with respect to the Annexed Lands.
 - (4) Mississauga shall pay to Milton prior to February 1, 2010, an amount equal to the outstanding taxes, as shown on the collector's roll furnished by the Clerk of Milton.
 - (5) Prior to January 15, 2010, the Clerk of Milton shall prepare and furnish to the Clerk of Mississauga in respect of the Annexed Lands, a schedule detailing the local improvement charges and/or drainage charges for the Annexed Lands.
 - (6) Mississauga shall pay to Milton prior to February 1, 2010, an amount equal to the present value of the outstanding local improvement charges and/or drainage charges as shown on the schedule furnished by the clerk of Milton. Any outstanding local improvement charges and/or drainage charges after December 31, 2009 shall be collected by Mississauga.

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DISPUTE RESOLUTION

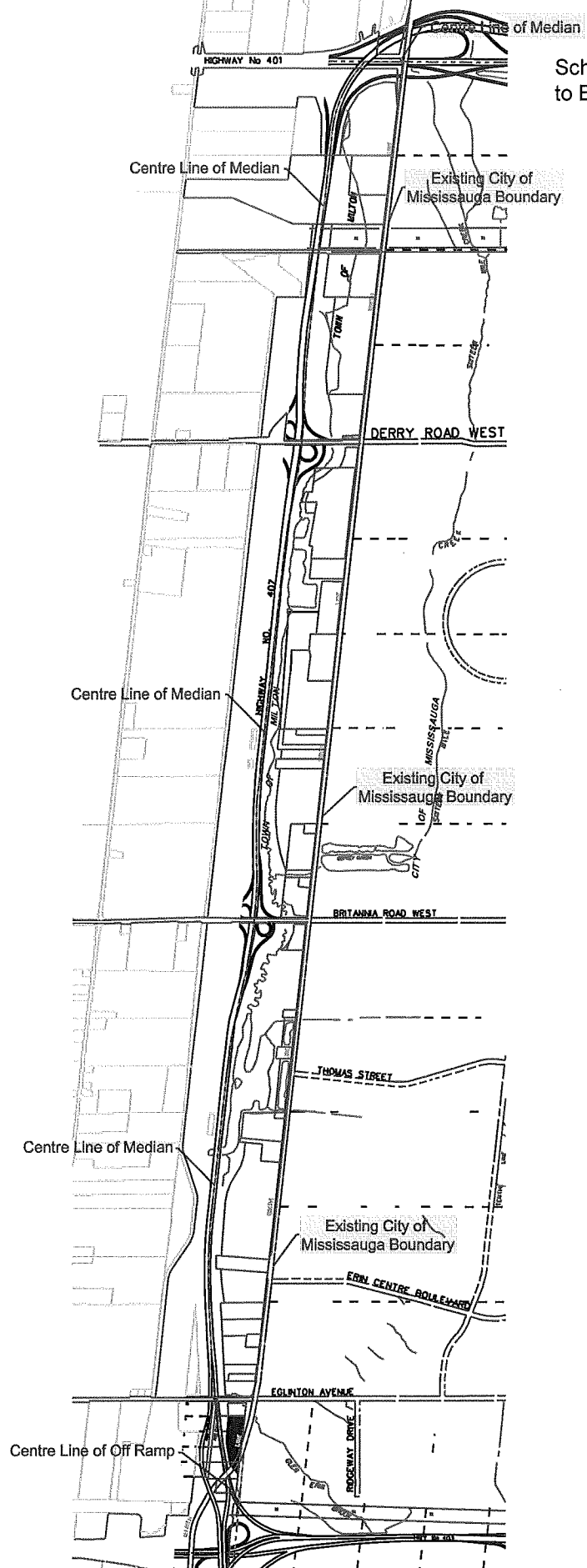
7. (1) Mediation: A dispute arising out of the interpretation of this Agreement may be resolved through mediation by way of a mediator agreed to by the municipalities to this Agreement. If the municipalities cannot agree on a mediator or the dispute is not resolved through mediation, the matter in dispute shall be referred to arbitration as provided herein.
- (2) Arbitration: A dispute arising out of the interpretation of this Agreement may be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*. The appointment of the arbitrator and the conduct of the arbitration will be governed by the provisions of the *Arbitration Act, 1991*.
- (3) Where a dispute is referred to arbitration under subsection (2) the decision of the arbitrator shall be final.
- (4) The costs associated with the mediation or arbitration proceedings shall be shared equally between all parties to the mediation or arbitration.

DATED this day of , 2009.

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Schedule "A" to Schedule "A"
to By-law 106-2009



NOTE: THIS SKETCH IS FOR THE USE BY THE CITY OF MISSISSAUGA, TRANSPORTATION AND WORKS DEPARTMENT AND IS NOT INTENDED FOR USE BY ANY OTHER PARTIES UNLESS EXPRESSED WRITTEN CONSENT IS OBTAINED.

NOTE: THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT AS NOTED IN THE TITLE.

SKETCH SHOWING LANDS
TO BE ANNEXED TO MISSISSAUGA

NOT TO SCALE

MISSISSAUGA
Leading today for tomorrow

Mississauga, Ontario
L4R 1A4
Tel: 905.874.1000
Fax: 905.874.1007

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Schedule "B"**Legal Description**

In the Town of Milton, Regional Municipality of Halton (originally the Geographic Township of Trafalgar):

Commencing at a point where the centreline median of Highway 401 is intersected by the existing westerly limit of the City of Mississauga;

Thence southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), approximately 9,345 metres to the point where the said City limit intersects the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound Highway 403 lanes;

Thence north westerly along the centreline of the said on-ramp approximately 700 metres to a point where the centreline of the said on-ramp intersects the centreline of Lower Base Line Road;

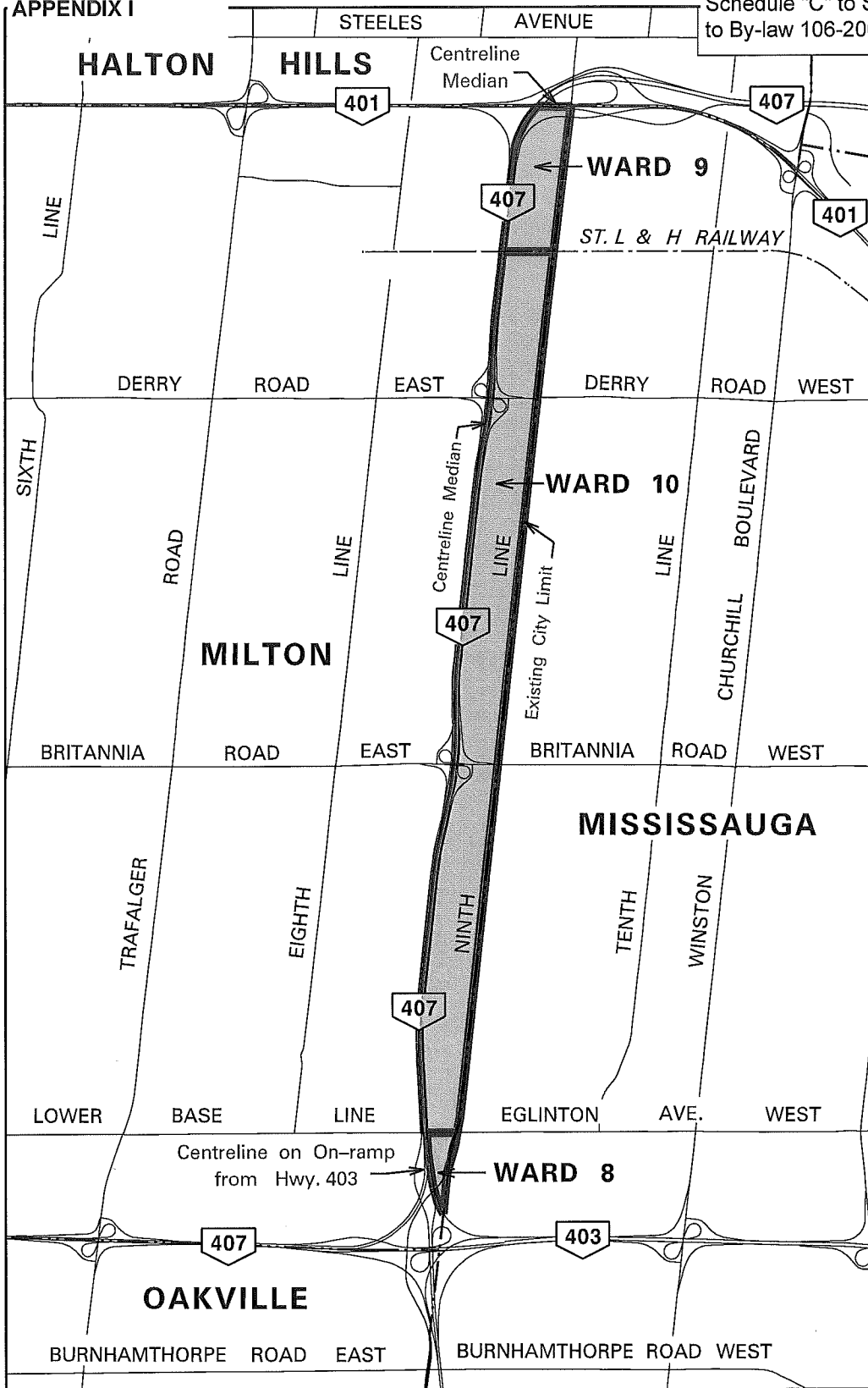
Thence westerly along the centreline of Lower Base Line Road approximately 20 metres to a point where the centreline of Lower Base Line Road intersects the centreline median of Highway 407;

Thence northerly along the centreline median of Highway 407 approximately 8,700 metres to a point where the centreline median of Highway 407 intersects the centreline median of Highway 401;

Thence easterly along the centreline median of Highway 401 approximately 280 metres, to the point of commencement.

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Schedule "C" to Schedule "A" to By-law 106-2009



SKETCH SHOWING PROPOSED WARD BOUNDARIES WITHIN LANDS TO BE ANNEXED FROM MILTON



Produced by Transportation and Works Department, GEOMATICS



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Schedule "D"

Lands to be Annexed to Wards 8, 9 and 10

Lands to be Annexed to Ward 8

COMMENCING at the intersection of the centreline of Lower Base Line Road with the westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line);

THENCE southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), to a point where the said City limit intersects the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound Highway 403 lanes;

THENCE north westerly along the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound Highway 403 lanes to a point where the said centreline intersects the centreline of Lower Base Line Road;

THENCE easterly along the centreline of Lower Base Line Road to the point of commencement.

Lands to be Annexed to Ward 9

COMMENCING at a point where the centreline median of Highway 401 is intersected by the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line);

THENCE southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line) to a point where the said City limit intersects the centreline of the St. Lawrence and Hudson Railway Company lands;

THENCE westerly along the centerline of the St. Lawrence and Hudson Railway lands to a point where the said centreline intersects the centreline median of Highway 407;

THENCE northerly along the centreline median of Highway 407 to a point where the said centreline median intersects the centreline median of Highway 401;

THENCE easterly along the centreline median of Highway 401 to the point of commencement.

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Lands to be Annexed to Ward 10

COMMENCING at a point where the centerline of the St. Lawrence and Hudson Railway Company lands is intersected by the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line);

THENCE southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), to a point where the said City limit intersects the centreline of Lower Base Line Road;

THENCE westerly along the centreline of Lower Base Line Road to a point where the said centreline intersects the centreline median of Highway 407;

THENCE northerly along the centreline median of Highway 407 to a point where the said centreline median intersects the centerline of the St. Lawrence and Hudson Railway Company lands;

THENCE easterly along the centerline of the St. Lawrence and Hudson Railway Company lands to the point of commencement.

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BOUNDARY ADJUSTMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA

("Mississauga")

- and -

THE CORPORATION OF THE TOWN OF MILTON

("Milton")

- and -

THE REGIONAL MUNICIPALITY OF PEEL

("Peel")

- and -

THE REGIONAL MUNICIPALITY OF HALTON

("Halton")

INTRODUCTION:

Mississauga, Milton, Peel and Halton (the "Municipalities") have negotiated a restructuring proposal with an effective date of January 1, 2010 between them for the transfer of land, located in Milton, in The Regional Municipality of Halton to Mississauga, in The Regional Municipality of Peel and by way of a restructuring proposal pursuant to sections 172 and 173 of the *Municipal Act*, S.O. 2001, c. 25, which will be submitted to the Minister of Municipal Affairs and Housing for implementation.

This document sets out the agreement between the municipalities including the financial arrangements and other items not included within the restructuring proposal.

THIS DOCUMENT WITNESSES that in consideration of the mutual covenants and agreements contained in it, and subject to the terms and conditions contained in it, the municipalities agree as follows:

APPENDIX I**1.0 EFFECTIVE DATE:**

- 1.1 This Boundary Adjustment Agreement ("Agreement") shall become effective as of the date upon which the restructuring proposal between the parties comes into force (the "Effective Date"). The municipalities agree that all of the provisions of this Agreement are binding on them, whether contained in the Minister's Order or otherwise.

2.0 LANDS TO BE ANNEXED

- 2.1 This Agreement concerns a proposed annexation of part of Milton, in the Region of Halton as follows:

The lands as offered by Milton and Halton to Mississauga and Peel, are shown on Schedule "A" and are as described in Schedule "B" attached hereto (the "Annexed Lands").

3.0 AGREEMENT

- 3.1 The municipalities hereto agree it is in their mutual interest to negotiate an annexation of the Annexed Lands from Milton to Mississauga for the purpose of realigning the municipal boundary to coincide with Highway 407.

4.0 REPRESENTATION

- 4.1 The Annexed Lands shall be removed from Ward 1 in the Town of Milton and shall form part of Wards 8, 9 & 10 in Mississauga, as shown on Schedule "C" as of the Effective Date and the residents of the Annexed Lands shall be entitled to vote in Mississauga in the regular municipal elections to be held in November, 2010 in accordance with the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, Sched.

5.0 COMPENSATION

- 5.1 In consideration of the transfer of the Annexed Lands from Milton to Mississauga, Milton and Halton and Mississauga and Peel have all agreed to the financial agreement as set out in Schedule "D" attached hereto.
- 5.2 The amounts owing under Schedule "D" or otherwise under this Agreement, are due and payable on the dates noted in Schedule "D" or otherwise under this Agreement, and the parties are entitled to take all necessary steps to enforce those obligations by any means permitted by law.

6.0 TAX COLLECTION AND ASSESSMENT

- 6.1 All real property taxes, charges or rates levied under any general or special Act in the Annexed Lands that are uncollected as of December 31, 2009 ("Outstanding

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- Taxes") shall be deemed to be taxes due and payable to Mississauga and shall be collected by Mississauga.
- 6.2 Milton will issue, prior to November 15, 2009, notice to each affected landowner, instructing them that Milton shall no longer be collecting taxes in the Annexed Lands as of December 31, 2009 and that all Outstanding Taxes as of that date should be remitted to Mississauga. The notice shall be in a form and content satisfactory to Mississauga.
 - 6.3 Prior to January 15, 2010, the Clerk of Milton shall prepare and furnish to the Clerk of Mississauga a special collector's roll showing all outstanding taxes as of December 31, 2009 and the persons assessed for them with respect to the Annexed Lands.
 - 6.4 Mississauga shall pay to Milton prior to February 1, 2010, an amount equal to the Outstanding Taxes, as shown on the collector's roll furnished by the Clerk of Milton.
 - 6.5 For the purpose of the assessment roll to be prepared for Mississauga for taxation in 2010, the year of the annexation, the Annexed Lands shall be deemed to be part of Mississauga and the Annexed Lands shall be assessed on the same basis that the assessment roll for Mississauga is prepared.
 - 6.6 Milton will issue, prior to November 15, 2009, notice to each affected landowner, instructing them that Milton shall no longer be collecting local improvement charges and/or drainage charges in the Annexed Lands as of December 31, 2009, and that all outstanding charges as of that date should be remitted to Mississauga. The notice shall be in a form and content satisfactory to Mississauga.
 - 6.7 Prior to January 15, 2010, the Clerk of Milton shall prepare and furnish to the Clerk of Mississauga in respect of the Annexed Lands, a schedule detailing the local improvement charges and/or drainage charges for the Annexed Lands.
 - 6.8 Mississauga shall pay to Milton prior to February 1, 2010, an amount equal to the present value of the outstanding local improvement charges and/or drainage charges as shown on the schedule furnished by the Clerk of Milton. Any outstanding local improvement charges and/or drainage charges after December 31, 2009 shall be collected by Mississauga.
 - 6.9 Where an assessment appeal or proceeding has been commenced pursuant to the *Assessment Act*, R.S.O. 1990, c. A.31 (the "*Assessment Act*"), a tax appeal or proceeding has been commenced pursuant to the provisions of the *Municipal Act*, 2001, S.O. 2110, c.25, or any other proceeding has been commenced by any person as defined by reference to the *Assessment Act* with respect to property taxes, charges or any rates, howsoever levied in respect of the Annexed Lands, prior to January 1, 2010, Milton shall, at its sole expense, take any and all measures required to diligently respond to and/or defend against such

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proceedings, including but not limited to attending before the Assessment Review Board after January 1, 2010 in respect of complaints filed prior to January 1, 2010 pursuant to section 40 of the *Assessment Act* for the purposes of responding to such complaints. Milton shall not undertake or agree to any settlement of such matters which would have the effect of reducing any property taxes, charges or rates howsoever levied by Mississauga in respect of the Annexed Lands, without the express written consent of Mississauga, but in the event that Mississauga should not consent to such settlement approved by Milton, Mississauga shall pay any further costs to respond to and/or defend against such proceedings, including but not limited to attending before the Assessment Review Board.

- 6.10 Mississauga shall pay to Milton prior to February 1, 2010, an amount equal to the outstanding payments required or requested pursuant to the *Municipal Tax Assistance Act*, R.S.O, 1990, c.M.59 and/or *Payments in Lieu of Taxes Act*, R.S.C. 1985, c.M-13, or any other successor or like legislation, with respect to property taxes, charges or any rates, that would be payable if the property were taxable, in respect of the Annexed Lands, in respect of the 2009 tax year as shown on the schedule furnished by the Clerk of Milton. Any outstanding payments or charges as outlined in this section shall be collected by Mississauga.
- 6.11 All payments under Article 6.0 are separate and distinct from all other amounts due and payable pursuant to Schedule "D" or otherwise in this Agreement.

7.0 PROVISION OF MUNICIPAL SERVICES

- 7.1 Subject to all applicable legislation, Mississauga and Peel will assume all responsibility for the provision of municipal services including but not limited to roads, sewer, water, police and fire protection and ambulance/emergency services for the Annexed Lands and the said municipal services shall become the responsibility of Mississauga and Peel as of the Effective Date or as otherwise agreed to by the municipalities.

8.0 PROPERTY AND ASSETS

- 8.1 All real property, currently owned by or benefiting Milton including any highway, street, fixture, easement or restrictive covenant running with the lands located within the Annexed Lands depicted in Schedule "A" shall vest in Mississauga as of the Effective Date. All real property, currently owned by or benefiting Halton including any highway, street, fixture, easement or restrictive covenant running with the lands located within the Annexed Lands depicted in Schedule "A" shall vest in Peel as of the Effective Date. Notwithstanding this subsection however, and any other reference in this Agreement, Ninth Line shall vest in Mississauga and shall become a local road as of the Effective Date.
- 8.2 There will be no transfer of any property from Milton to Mississauga or from Halton to Peel other than as provided for in this Agreement. Assets of Milton

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Hydro Holdings Inc. and its related companies are specifically excluded from this Agreement.

- 8.3 Milton and Halton will transfer, as of the Effective Date to Mississauga and Peel, as the case may be any pipes, water mains, pumping stations and related appurtenances in the Annexed Lands.

9.0 MUNICIPAL BOUNDARY

- 9.1 The Parties hereby agree that the centre line of the median of Highway 407 shall act as the new municipal boundary between them (the "Municipal Boundary").
- 9.2 The Parties may enter into a further agreement between them with respect to the provision of Road Maintenance Services for those sections of Britannia Road, Derry Road and Lower Base Line/Eglinton Avenue between the Municipal Boundary and Ninth Line, including all bridge installations and overpasses, and the associated costs of such services.

10.0 STUDIES, PLANS, RECORDS

- 10.1 Milton and Halton will transfer to Mississauga and Peel any studies, plans, records, designs or similar material that have been prepared and that are public in nature and relate to the Annexed Lands. This will include any records pertaining to minor variances within the Annexed Lands as well as the listing of properties on the Milton Heritage Register, as per section 27.1.2 of the *Ontario Heritage Act*.
- 10.2 Milton and Halton agree that after the Effective Date they will continue to cooperate with Mississauga and Peel by providing such supporting information and documentation that is in their possession or under their control that is requested by Mississauga or Peel.

11.0 LIABILITIES

- 11.1 Except as specifically provided for in this Agreement, any liabilities, obligations or responsibilities that Milton or Halton may have that relate to the Annexed Lands shall be transferred to Mississauga and Peel as of the Effective Date
- 11.2 Notwithstanding section 11.1, any litigation commenced prior to the Effective Date, or after the Effective Date with respect to matters that occurred prior to the Effective Date with respect to the Annexed Lands, remains the obligation of Milton and Halton as the case may be.

12.0 MUNICIPAL BY-LAWS AND OFFICIAL PLANS

- 12.1 Any comprehensive zoning By-law or amendments thereto, and site plan control by-laws, passed pursuant to section 34 or 41 or predecessor of those sections of the *Planning Act*, and any Official Plan or amendments thereto of Halton or

APPENDIX I

Milton that have been approved or adopted for the Annexed Lands pursuant to the provisions of the *Planning Act* shall be deemed to be part of the Zoning By-law, site plan control by-laws and Official Plan for Peel or Mississauga, as the case may be, as of the Effective Date and shall remain in full force and effect in the Annexed Lands until amended or repealed or otherwise replaced by Peel or Mississauga pursuant to the provisions of the *Planning Act*. As a result of this section, any part of Milton's Zoning By-Law and Halton and Milton's official plans pertaining to the Annexed Lands, no longer forms part of Milton's Zoning By-Law and Halton's and Milton's official plans.

- 12.2 Any application to amend the Zoning By-law or the Official Plan for Halton or Milton or appeal therefrom that was initiated prior to the Effective Date for the Annexed Lands shall be continued by Peel or Mississauga.
- 12.3 Save and except as provided for in this section, any By-laws and Resolutions of Peel and Mississauga shall come into force and take effect in the Annexed Lands as of the Effective Date save and except for Milton and Halton By-laws passed pursuant to the *Highway Traffic Act* or the *Municipal Act* that regulate the use of highways by vehicles or pedestrians and the encroachment or projection of buildings, or any portion thereof upon or over highways, By-laws of Halton or Milton passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections, By-laws passed under section 10 of the *Weed Control Act*, By-laws passed pursuant to the *Local Improvement Act*, By-laws of Halton or Milton passed under the *Development Charges Act*, By-laws of Milton passed under section 29 of the *Ontario Heritage Act* and any By-law conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of Halton or Milton, as the case may be, which By-laws shall be deemed to be By-laws of Peel or Mississauga as the case may be, and shall remain in force and effect until amended or replaced by the Council for Peel or Mississauga, as the case may be.

13.0 DISPUTE RESOLUTION

- 13.1 Mediation: A dispute arising out of the interpretation of this Agreement may be resolved through mediation by way of a mediator agreed to by the municipalities to this Agreement. If the municipalities cannot agree on a mediator or the dispute is not resolved through mediation, the matter in dispute shall be referred to arbitration as set out in section 13.2 below.
- 13.2 Arbitration: A dispute arising out of the interpretation of this Agreement may be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*. The appointment of the arbitrator and the conduct of the arbitration will be governed by the provisions of the *Arbitration Act, 1991*.

APPENDIX I

Per: _____

Name: Troy McHarg

Title: Town Clerk

I/we have authority to bind the Corporation

THE REGIONAL MUNICIPALITY OF PEEL

Per: _____

Name: Norma Trim

Title: Chief Financial Officer
and Commissioner of Corporate Services

Per: _____

Name: Jeff Payne

Title: Deputy Clerk

I/we have authority to bind the Corporation

THE REGIONAL MUNICIPALITY OF HALTON

Per: _____

Name: Gary Carr

Title: Regional Chair

Per: _____

Name: Susan Lathan

Title: Regional Clerk

I/we have authority to bind the Corporation

APPENDIX I

Schedule "B"

Legal Description

In the Town of Milton, Regional Municipality of Halton (originally the Geographic Township of Trafalgar):

Commencing at a point where the centreline median of Highway 401 is intersected by the existing westerly limit of the City of Mississauga;

Thence southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), approximately 9,345 metres to the point where the said City limit intersects the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound Highway 403 lanes;

Thence north westerly along the centreline of the said on-ramp approximately 700 metres to a point where the centreline of the said on-ramp intersects the centreline of Lower Base Line Road;

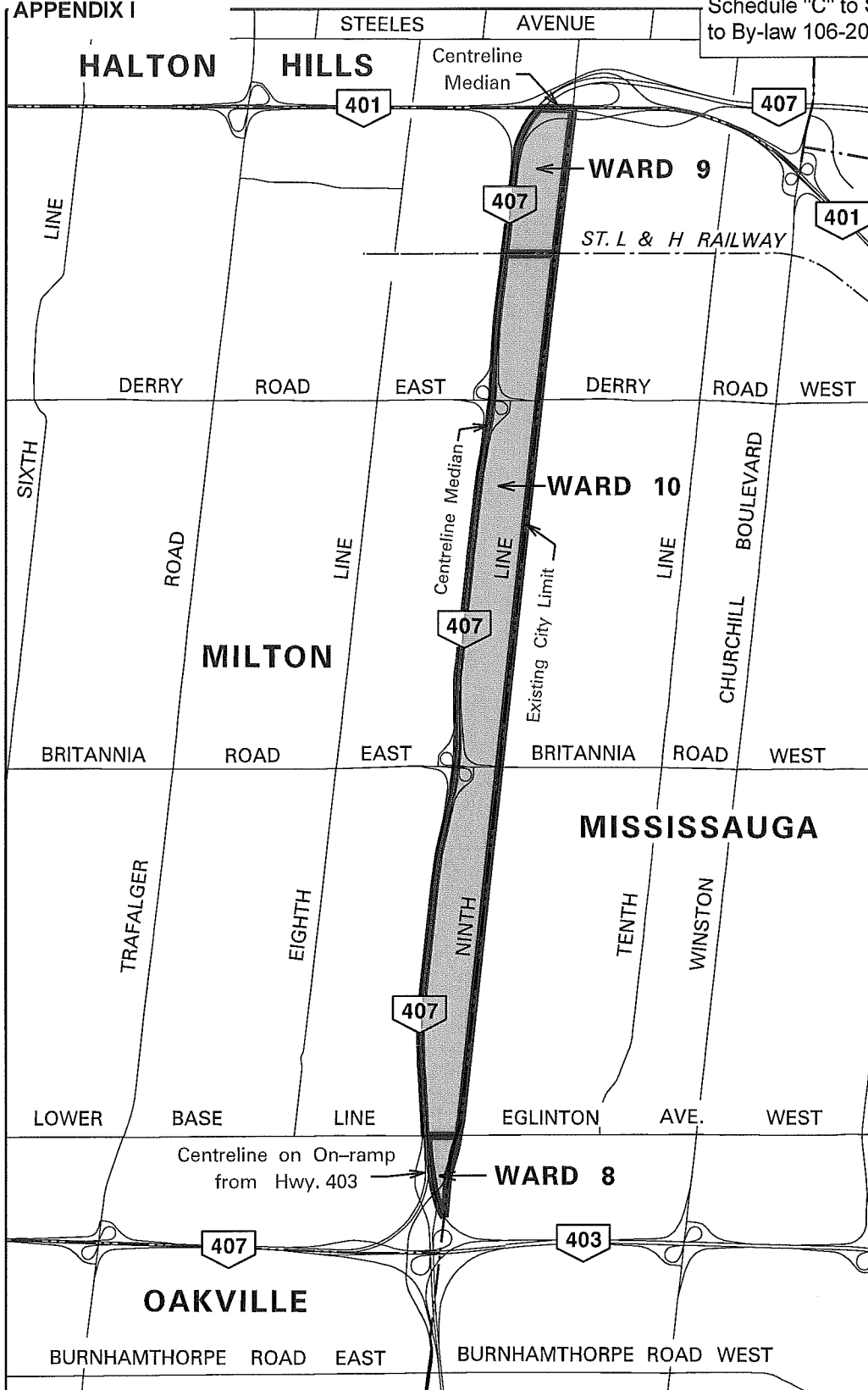
Thence westerly along the centreline of Lower Base Line Road approximately 20 metres to a point where the centreline of Lower Base Line Road intersects the centreline median of Highway 407;

Thence northerly along the centreline median of Highway 407 approximately 8,700 metres to a point where the centreline median of Highway 407 intersects the centreline median of Highway 401;

Thence easterly along the centreline median of Highway 401 approximately 280 metres, to the point of commencement.

APPENDIX I

Schedule "C" to Schedule "B"
to By-law 106-2009



SKETCH SHOWING PROPOSED WARD BOUNDARIES
WITHIN LANDS TO BE ANNEXED FROM MILTON



Produced by Transportation and Works Department, GEOMATICS



APPENDIX I

Schedule "D"

The Region of Peel and the City of Mississauga shall jointly pay the sum of \$3,290,000 on January 4, 2010 by way of lump sum payment to the Region of Halton. The payment shall be divided as between the Region of Peel and the City of Mississauga as follows:

Payment by the City of Mississauga: \$1,230,000

Payment by the Region of Peel: \$2,060,000

Such lump sum payment is to be distributed by the Region of Halton as follows:

Payment to the Town of Milton: \$2,000,000.00

Payment to the Region of Halton: \$1,290,000.00