

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:

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

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

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

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

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*.

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

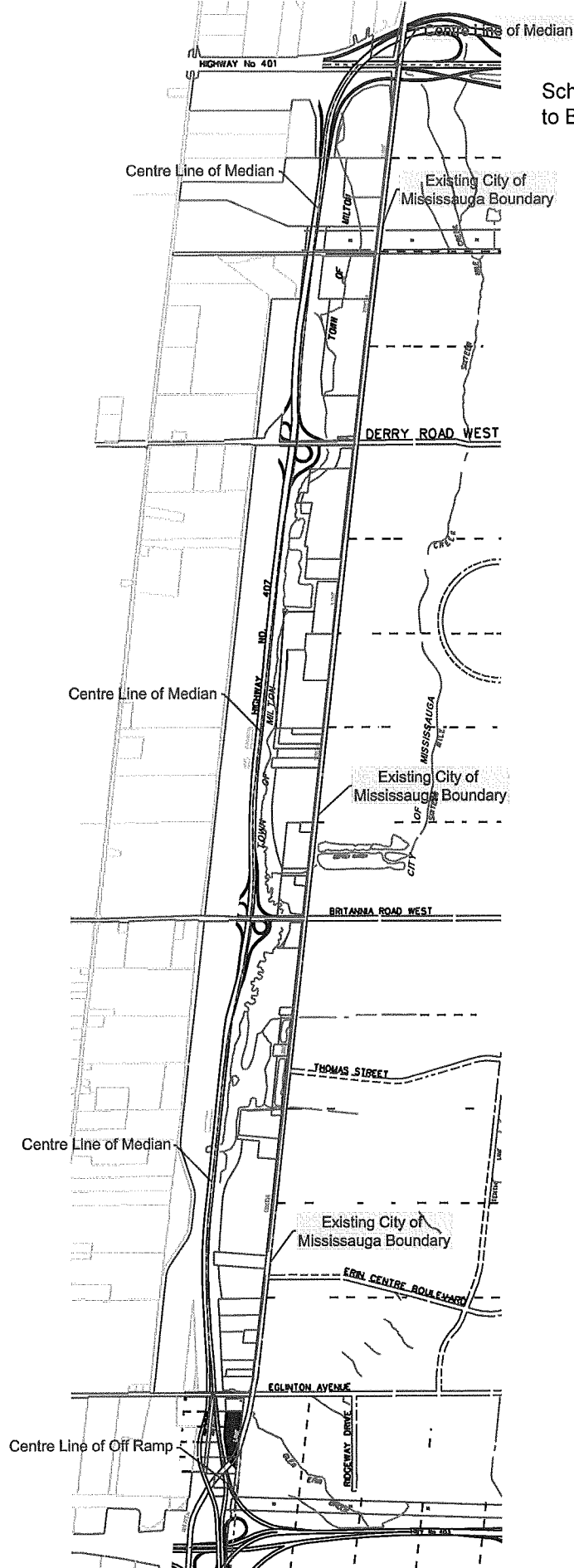
Per: _____

Name: Susan Lathan

Title: Regional Clerk

I/we have authority to bind the Corporation

Schedule "A" to Schedule "B"
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

<p>MISSISSAUGA Leading today for tomorrow</p>	<p>COMMUNICATION & RECORDS CITY OF MISSISSAUGA 100 CITY CENTER DRIVE MISSISSAUGA, ONTARIO L4Y 1R7 TEL: 905-874-1000</p>
	<p>FORM B0308 (April 2008) (Subject to change without notice)</p>

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;

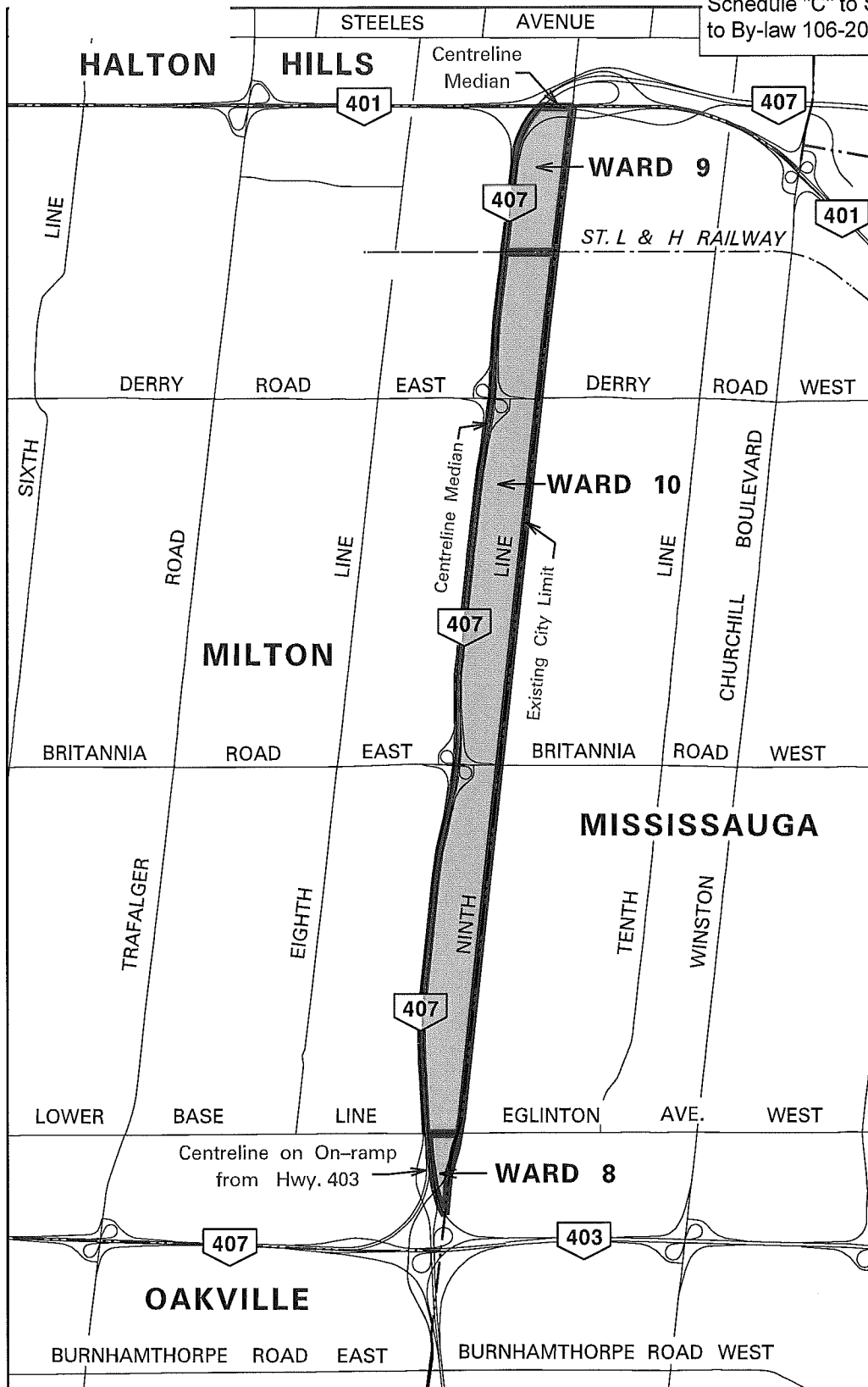
Thence southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), approximately 9,345 metres to the point where the said City limit intersects the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound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



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



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