JOINT MUNICIPAL PROJECT REIMBURSEMENT AGREEMENT

THIS AGREEMENT made this ____ day of ________________, 2019 in quadruplicate (the “Agreement”).

BETWEEN:

THE REGIONAL MUNICIPALITY OF PEEL
(the “Region”)

- and -

THE CORPORATION OF THE TOWN OF CALEDON
(the “Town”)

(together referred to as the “Parties”)

Whereas:

A. On November 10, 2015, Council for the Town adopted Official Plan Amendment 222, which introduced changes to the Mayfield West Phase 2 Secondary Plan Area (the “OPA 222”);

B. On December 7, 2015 A-Major Homes (Ontario) Inc. (the “Developer”) filed its appeal of OPA 222 with the Town;

C. Notwithstanding the fact that the Town’s road network required in connection with a plan of subdivision would normally be accommodated through the conveyance of land through the registration of a plan of subdivision, the minutes of settlement relating to the Developer’s appeal to OPA 222 relieves the Developer from conveying the future extension of Van Kirk Drive and ancillary uses (the “Town’s Road Network”) through the property municipally known as 2596 Mayfield Road, Caledon, Ontario (the “Property”);

D. The Region requires certain additional road network requirements for the Region’s Mayfield Road widening project from Chinguacousy Road to Hurontario Street (the “Region’s Road Network”); and

E. The Parties are entering into this Agreement to outline their respective roles and obligations relating to the acquisition of the Town’s Road Network and the Region’s Road Network by the Region (collectively, the “Road Works”) and the purchase (whether by negotiation or expropriation) of those property interests and rights in the Property, as outlined in this Agreement and as noted on Schedule “A” attached hereto.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Region and the Town hereby agree as follows:

LAND ACQUISITION AND COST REIMBURSEMENT

1. The Region shall be responsible for the acquisition of the Road Works and shall negotiate with the owner(s) to acquire same. In the event a negotiated agreement cannot be obtained, the Region has commenced expropriation proceedings relating to the Road Works and, once expropriation proceedings are completed, the Region shall subsequently transfer those lands required for the Town’s Road Network into the name of the Town.
2. The Town shall be responsible for any and all fee simple land acquisition costs incurred by the Region in connection with the acquisition of the Town’s Road Network (the “Town’s Land Cost”) and the Town shall reimburse the Region in the full amount of the Town’s Land Cost in accordance with the terms of Section 3 hereof. The Town shall be responsible for the Town’s share of all other non-property costs relating to the acquisition of the Town’s Road Network. For purposes herein, all other non-property costs shall include, but not be limited to, all survey, appraisal and negotiation/expropriation costs (the “Town’s Administration Costs”), based upon revenue and expenditure statements provided by the Region to the Town. The Town’s Administration Costs shall be apportioned in accordance with those percentages outlined on Schedule “B” attached hereto.

3. The Town shall pay the Region the Town’s Land Cost and the Town’s Administration Cost within sixty (60) days of the closing of a conveyance of the Road Works.

4. Areas and calculations shown in Schedule “A” are approximate and the Region shall prepare and deposit a reference plan that accords substantially to the sketch indicated in Schedule “A”, which reference plan shall include area calculations of the Town’s Road Network and the Region’s Road Networks and such area calculations shall be binding on the Town and the Region.

5. The Town acknowledges and agrees that the Region is acting on behalf of itself and as a facilitator for the Town for purposes of the acquisition of the Town’s Road Network and upon completion of a negotiated agreement, the Town’s Road Network will be conveyed directly to the Town’s name on closing.

6. All dollar amounts referred to in this Agreement are in lawful money of Canada.

NOTICE

7. Any and all information, records, notices, approvals, waivers, agreements, extensions or other communications pursuant to this Agreement given by the Town or the Region shall be in writing, unless the Parties agree otherwise in writing.

8. Any notices required to be given pursuant to this Agreement hereunder in writing shall be deemed to be given if personally delivered, mailed by registered mail, posted prepaid at any time other than during a regular discontinuance of postal services due to a strike, walk out or otherwise, or facsimile transmission followed by post, and addressed to the Party to whom it is given as follows:

Region:
The Regional Municipality of Peel
10 Peel Centre Drive, Suite B, 6th Floor
Brampton, ON L6T 4B9
Attention: Manager, Real Estate
Facsimile: 905.791.3645

Town:
The Corporation of the Town of Caledon
6311 Old Church Road
Caledon, ON L7C 1J6
Attention: Town Solicitor/Manager, Legal Services
Email: alexis.aliyea@caledon.ca
Facsimile: 905.584.2272 x4207

GENERAL

9. The recitals first cited above are accurate and true.

10. Schedules “A” and “B” attached hereto form part of this Agreement.

Commented [ZA1]:
Note: We should discuss what this would entail.
11. This Agreement constitutes the complete exclusive statement of the Agreement between the Parties which supersedes all proposals, oral or written, and all other communications between the Parties, relating to the subject matter of this Agreement.

12. Any changes, alteration or amendment to this Agreement other than as herein specifically authorized shall be made in writing and signed by representatives of both the Region and the Town who can bind the respective Parties.

13. Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the female gender and vice versa, and words importing persons shall include firms and corporations and vice versa. Unless the context otherwise requires, the word “Region” and “Town” wherever used herein shall be construed to include and shall mean the successors of the Region and Town respectively.

14. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. In the event any of the terms, conditions, or provisions contained in this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

16. The failure of a Party to insist, in one or more instances, upon performance of any term or terms of this Agreement shall not be construed as a waiver of future performance of any such term or terms and the obligation of the other Party with respect to such future performance shall continue in full force and effect.

17. The Town and the Region each shall and will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever necessary to give effect to this Agreement, and the terms and conditions contained herein.

18. The Town and Region warrant that they have each taken all necessary steps and done all acts and passed any necessary By-laws and obtained all approvals with their respective powers required to give them respectively the authority to enter into this Agreement.

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

IN WITNESS WHEREOF the Parties have, on the ______ day of ____________, 2019 attested by the hands of their duly authorized officer(s).

THE REGIONAL MUNICIPALITY OF PEEL

______________________________
Name:  Gary Kocialek
Title:  Director of Transportation
I have authority to bind the Regional Corporation

THE CORPORATION OF THE
TOWN OF CALEDON

______________________________
Name:  
Title:  
I have authority to bind the Corporation
2596 Mayfield Rd. Site Area = 30,182.00 sq. ft.

- Region of Peel Jurisdiction = 11,469 sq. ft. (38% of total site area)
- Town of Caledon Jurisdiction = 18,713 sq. ft. (62% of total site area)
Schedule "B" – Apportionment of Costs

The Town and the Region shall share in the costs associated with the joint acquisition of the Property based upon the following:

- All appraisal fees, external expropriation fees, legal costs and surveyor’s fees shall be shared equally between the Town and the Region on a 50/50 split.

- The Town and Region shall each pay for its respective internal staff time. For greater clarity, this includes, but is not limited to, internal legal fees and engineering costs relating to the acquisition of the Property.

- The purchase/settlement price of the Property shall be apportioned between the Region and the Town based upon the following percentages:
  - Town: Sixty-two percent (62%)
  - Region: Thirty-eight percent (38%)