



# The Corporation of the Town of Milton

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Report To: Council

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From: M. Paul Cripps, P. Eng., Commissioner, Engineering Services

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Date: May 6, 2019

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Report No: ENG-014-19

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Subject: Transfer of Property to Halton Region

**Recommendation: THAT Council declare surplus and authorize the conveyance of Town-owned lands identified as Parts 2, 3, 6, and 8 on draft Reference Plan O.L.S File #12-88-4C, more particularly described as Part of PIN 249550267, attached as Appendix I, to Halton Region;**

**AND THAT the lands be exempt from a valuation as per the Town's Land Disposition Policy No. 162, Section 6.2;**

**AND FURTHER THAT the Mayor and the Town Clerk, or their designates, be authorized to execute any necessary agreements, amending agreements and supporting documentation to complete this transaction.**

## REPORT

### Background

Halton Region currently operates a waste water treatment facility at 161 Fulton Street. In order to convey the discharge of effluent from the plant, a force main pipe is required to be constructed upon lands currently held by The Town of Milton.

The lands in question are valley lands adjacent to the 16 Mile Creek channel and are vacant. The Town has no requirement for the lands therefore, they are surplus to the Town's needs. Please see Appendix III for key map.

### Discussion

Halton Region has initiated an amicable expropriation of the lands in question and requested that the Town of Milton acquiesce and convey the lands to Halton Region gratis.



# The Corporation of the Town of Milton

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The purpose of utilizing the expropriation process is to clean up any historic claims that may arise in the future as a result of the relocation of the centre line of the creek during channelization and to ensure proper title registry.

A draft expropriation document is attached as Appendix II for reference.

## Financial Impact

There is no financial impact to the Town as a result of this transaction.

Respectfully submitted,

M. Paul Cripps, P. Eng.  
Commissioner, Engineering Services

For questions, please  
contact:

John Brophy 905-878-7252 x2516

## Attachments

Appendix I – Draft R plan 12-88-4C  
Appendix II – Draft Expropriation Agreement  
Appendix III – Key Plan

CAO Approval  
William Mann, MCIP, RPP, OALA, CSLA, MCIF, RPF  
Chief Administrative Officer

Appendix I



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  
 DATE: PRELIMINARY - APRIL 9, 2019  
 MATTHEW DE JAGER  
 ONTARIO LAND SURVEYOR

**SCHEDULE**

PART	LOT	CONCESSION	AREA	PIN
1	106	2	0.70 HA.	24855-0257 (L/T)
2	107	2	0.20 HA. A	PART OF 24855-0257 (L/T)
3	108	2	0.80 HA. A	PART OF 24855-0257 (L/T)
4	109	2	0.20 HA. A	PART OF 24855-0257 (L/T)
5	110	2	0.20 HA. A	PART OF 24855-0257 (L/T)
6	111	2	0.20 HA. A	PART OF 24855-0257 (L/T)
7	112	2	0.20 HA. A	PART OF 24855-0257 (L/T)
8	113	2	0.20 HA. A	PART OF 24855-0257 (L/T)
9	114	2	0.20 HA. A	PART OF 24855-0257 (L/T)
10	115	2	0.20 HA. A	PART OF 24855-0257 (L/T)
11	116	2	0.20 HA. A	PART OF 24855-0257 (L/T)
12	117	2	0.20 HA. A	PART OF 24855-0257 (L/T)
13	118	2	0.20 HA. A	PART OF 24855-0257 (L/T)
14	119	2	0.20 HA. A	PART OF 24855-0257 (L/T)
15	120	2	0.20 HA. A	PART OF 24855-0257 (L/T)
16	121	2	0.20 HA. A	PART OF 24855-0257 (L/T)
17	122	2	0.20 HA. A	PART OF 24855-0257 (L/T)
18	123	2	0.20 HA. A	PART OF 24855-0257 (L/T)
19	124	2	0.20 HA. A	PART OF 24855-0257 (L/T)
20	125	2	0.20 HA. A	PART OF 24855-0257 (L/T)

PARTS 1 TO 10, 12, 13, 14, 15, 16, 17, 18, 19 & 20 COMPRISE ALL OF PIN 24855-0257 (L/T)  
 PARTS 11 & 21 - SUBJECT TO EASEMENT AS SHOWN ON PLAN 24855-0257 (L/T)  
 PARTS 1, 2, 3, 4, 5, 6, 7, 8 & 9 - SUBJECT TO EASEMENT AS SHOWN ON PLAN 24855-0257 (L/T)

PLAN OF SURVEY OF  
 PART OF LOT 13  
 CONCESSION 2 NEW SURVEY  
 GEOGRAPHIC TOWNSHIP OF TRAFALGAR  
 TOWN OF MILTON  
 REGIONAL MUNICIPALITY OF HALTON  
 SCALE: 1:250  
 GUNNINGHAM McCONNELL LIMITED  
 ONTARIO LAND SURVEYOR

- LEGEND**
- SPROCKET SURVEY MONUMENT FOUND
  - ST SURVEY MONUMENT SET
  - REVISION SIGN BAR
  - SHORT STAGNANT SIGN BAR
  - IRON BAR
  - WOOD PIPE
  - WELLS
  - CONCRETE MOUND
  - NO IDENTIFICATION
  - PROPERTY DISTRICT NUMBER
  - PLAN 200-1088
  - PLAN 200-1089
  - PLAN BY G.C. GUNNINGHAM C.S.L. PROJECT NO. 78-18 (EXIST)
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**INTEGRATION NOTE:**  
 BEARINGS ARE GIVEN FROM SPROCKET CONTROL POINTS (SPCP) GUNNINGHAM AND CONTAIN NEW ZONE (1) AND IS (ORIGINAL).  
 COORDINATES ARE GIVEN IN UTM (ZONE 18, HAS NO CORRECTION) TO LOCAL ACCURACY.  
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**BEARING COMPARISONS:**

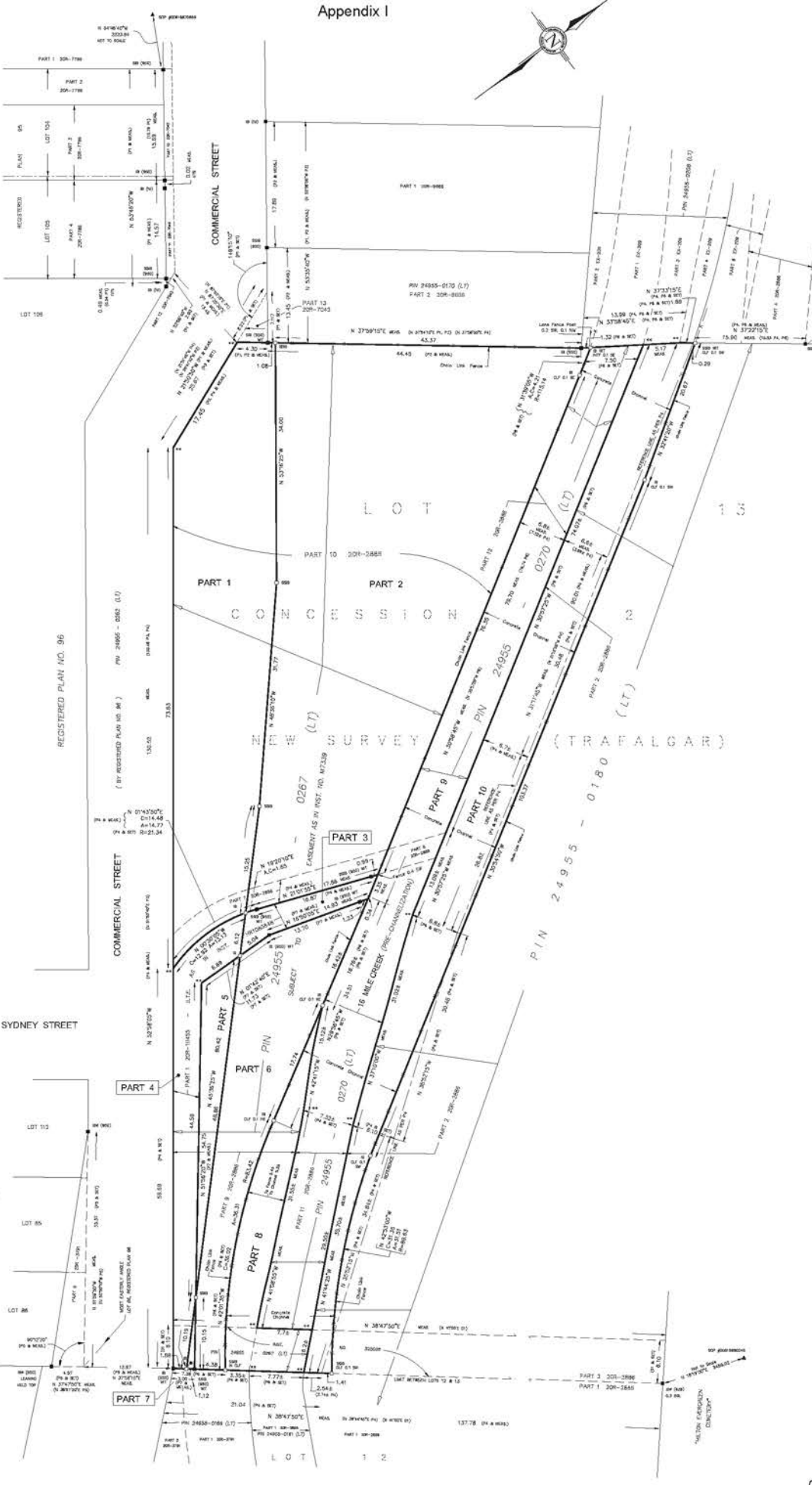
FOR THE PURPOSES OF COMPARISON, PREVIOUS SURVEYS HAVE BEEN ROTATED TO NEW BEARINGS BY THE ANGLES SHOWN BELOW.

PLAN	ROTATION FOR NORTHEAST BEARINGS
PL. 98	- 0342.43°

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
 1. THIS SURVEY PLAN IS CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE REGULATIONS AND THE LAND TITLES ACT AND THE REGULATIONS AND PROOF THEREOF.  
 2. THE SURVEY WAS COMPLETED ON THE DATE: PRELIMINARY - APRIL 9, 2019  
 MATTHEW DE JAGER  
 ONTARIO LAND SURVEYOR

**GUNNINGHAM McCONNELL LIMITED**  
 ONTARIO LAND SURVEYORS  
 355 MAIN STREET WILTON, ONTARIO L9T 1N7  
 1500 BRIDGE ROAD, UNIT 38 CHESHIRE, ONTARIO L6L 2S4  
 PHONE: (905) 878-9872 PHONE: (905) 840-3867  
 FAX: (905) 878-9872 FAX: (905) 840-3859  
 miltonoffice@munings.com info@munings.com  
 S.L.L. FILE # 19-06-01



## Appendix II

**THIS AGREEMENT** made this      day of April, 2019 pursuant to Section 24 of the *Expropriations Act*, R.S.O. 1990, c.E.26, as amended (the "Act").

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF MILTON**

hereinafter referred to as the "**Town**"

**AND:**

**THE REGIONAL MUNICIPALITY OF HALTON**

hereinafter referred to as the "**Region**"

**WHEREAS** the Town owns certain lands and premises legally described as Parts 2, 3, 6 and 8 on draft Reference Plan O.L.S. File #12-88-4C attached as Schedule "A" hereto, Town of Milton, Region of Halton (the "**Subject Property**");

**AND WHEREAS** the Region requires the Subject Property for the purpose of the construction of a 600mm forcemain under the 16 Mile Creek in the Town of Milton and related works (the "**Works**");

**AND WHEREAS** the Region proposes to expropriate all right, title and interest in the Subject Property (the "**Expropriation**");

**AND WHEREAS** the Town is prepared to agree and consent to the Expropriation on such terms and conditions as set forth hereunder;

**AND WHEREAS** pursuant to Section 6(2) of the Municipal Act (Ontario) the Region requires the approval (the "**LPAT Approval**") of the Local Planning Appeal Tribunal (the "**LPAT**") in order to exercise its authority to expropriate the Subject Property from the Town;

**AND WHEREAS** the Town is prepared to agree and consent to an Order of the LPAT providing approval to the Region to exercise its authority to expropriate the Subject Property;

**AND WHEREAS** the Town and the Region (together, the "**Parties**") have agreed to enter into this Agreement to govern the terms, conditions and steps that will be undertaken in order to effect the Expropriation in a proper and mutually agreeable manner;

**NOW THEREFORE**, in consideration of the payment of TEN DOLLARS (\$10.00) paid by each of the Parties to the other, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants set out below, the Parties agree as follows:



### The Expropriation

1. The Town hereby agrees and consents to the Expropriation to be effected by the Region in accordance with the terms and conditions set forth herein.
2. Prior to making Application for Approval to Expropriate the Subject Property from the Town, the Region shall bring a motion at the LPAT to obtain LPAT Approval. The said motion shall be brought by the Region at its sole effort and expense with the Town's consent to be provided in the form set forth in Schedule "B" hereto (the "**Town Consent**") subject to such amendments or modifications as reasonably required. The Town hereby agrees to provide such further assurances or executed documents as reasonably required by the Region in order to secure the LPAT Approval.
3. The Town hereby waives and releases the Region from compliance with the procedural and substantive requirements of the Act in effecting the Expropriation including, without limitation:
  - (a) the Town's right to an inquiry pursuant to Sections 6 and 7 of the Act;
  - (b) the requirement to serve a Notice of Expropriation upon the Town and associated compensation election date processes prescribed in Section 10 of the Act;
  - (c) the timelines for possession and the requirement to serve a Notice of Possession upon the Town in accordance with Section 39 of the Act; and
  - (d) the right(s) of the Town over and in respect of the Subject Property exercisable pursuant to Sections 41 and 42 of the Act upon any future abandonment and/or disposal of the Subject Property by the Region.
4. To the extent necessary, the Town acknowledges that the Region has complied or will be deemed to have complied with all provisions in the Act applicable to the Expropriation including, without limitation, Sections 6 and 25 of the Act.
5. The Region shall have vacant possession of the Subject Property as of the Registration Date (as defined hereunder).
6. The Town agrees and consents to any additional or other actions or steps that maybe required in order for the Region to acquire good and valid title to the Subject Property provided that this is done at the cost and effort of the Region and otherwise in compliance with this Agreement.
7. The Town hereby covenants and agrees to refrain from any further dealings with the Subject Property between the date hereof and the date of the Expropriation and shall at all material times prior to the Expropriation preserve title to the Subject Lands as shown in the Parcel Register for Property Identifier 24955-0267 dated [INSERT DATE] attached as Schedule "C" hereto.

8. Except as otherwise provided herein, the Region agrees to accept the Subject Property 'as is' and 'where is' and shall satisfy itself as to the suitability of such for its intended uses without claim or set off against the Town.

### Compensation

9. As compensation for the Region's acquisition by expropriation of all right, title and interest in and over the Subject Lands, and subject to the terms and conditions of this Agreement, the Region shall pay to the Town the sum of TEN (\$10.00) DOLLARS, in Canadian currency, subject to the usual adjustments, including, but not limited to, apportionment of outstanding real property taxes and local improvement charges.
10. For clarity, all monies remitted by the Region to the Town pursuant to this Agreement shall be deemed to be made in accordance with Section 25(1)(a) of the Act and are accepted by the Town as full compensation for the Town's interest in the Subject Property. The Region stands fully released by the Town in connection with the making of any additional payment or liability for any further or other compensation to the Town in any way related to the Expropriation of the Subject Lands and/or the construction and operation by the Region of the Works proposed thereon.

### Registration Date and Conditions

11. The obligations of the parties pursuant to and under this Agreement are conditional upon:
  - (a) Approval of the Council for The Regional Municipality of Halton of this Agreement; and
  - (b) Approval of the Council for The Corporation of the Town of Milton of this Agreement.
12. The completion of the Expropriation by the Region shall be conditional upon the issuance by the LPAT of the LPAT Approval and the approval of the Expropriation by the Council for The Regional Municipality of Halton.
13. The registration of the plan of expropriation for the Expropriation shall be completed by no later than [INSERT DATE] (the "**Registration Date**").

### Deliveries

14. At the time of execution of this Agreement, the Town shall deliver to the Region each of the following:
  - (a) The Town Consent to be held in escrow by the Region pending approval of this Agreement by Town Council; and
  - (b) **[NTD: any Declarations from the Town regarding the use or occupation of the Subject Property?]**



### HST and LTX

15. The amounts payable by the Region to the Town herein does **not** include any taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (such taxes hereinafter referred to as the “**HST**”) and the Region warrants that it is a registrant and hereby covenants to self-assess and remit HST, if any, in addition to the amounts payable by the Region to the Town herein in accordance with the provisions of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended, and the Region will indemnify the Town for all monies, claims and costs related thereto. The Region’s solicitors shall deliver an Undertaking and Indemnity confirming the foregoing to the Town’s solicitors on the Closing Date.

### Permission to Enter

16. The Region and its authorized agents shall have the right to enter onto and inspect the Subject Property at any reasonable time or times upon reasonable notice to the Town or its agents prior to the Registration Date for the purpose of carrying out its investigations. The right to inspect shall include the right to conduct such searches, inspections, tests, sampling, drilling and monitoring as Region in its sole and absolute discretion deems advisable with respect to the Subject Property. Such entry and inspections shall be at the sole risk of Region, which agrees to repair any damage and restore the Subject Property to the condition it was in as far as is practicable immediately before Region’s entry.

### Irrevocable Date

17. This Agreement shall be irrevocable and open for acceptance by [INSERT] for a period of [INSERT] days.

### Town Representations and Warranties [NTD: This is Optional – ROH to Review and Advise]

18. The Town hereby represents and warrants to and in favour of the Region that, as of the date of this Agreement and as of the Registration Date:
- (a) It has the necessary authority, power and capacity to enter into this Agreement and the documents and matters contemplated herein;
  - (b) This Agreement and the obligation of the Town hereunder and each document and matter contemplated herein have been, or prior to the Registration Date will have been, authorized by all requisite proceedings and constitute legal, valid and binding obligations of the Town enforceable against the Town in accordance with its terms;
  - (c) there is as of the date of this Agreement no litigation or proceeding, including appeals and applications for review, in progress and that there are no actions, suits, claims or proceedings pending or threatened at law or in equity to the best knowledge of the Town, against or relating to the Town before any domestic court, governmental department, commission, bureau, agency, or arbitration panel which

materially and adversely affects the Subject Property or the use of occupancy thereof, and there is not, as of the date of this Agreement, outstanding against the Town any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, or arbitrator which materially and adversely affects the Subject Property or the use of occupancy thereof.

- (d) no third party consents are necessary for the Town to enter into this Agreement and the documents and matters contemplated herein and to complete this Agreement on the terms and conditions herein contained;
- (e) to the best of the Town's knowledge, having made no specific investigations nor having any information to the contrary, the Subject Property has never been used as a waste disposal site;
- (f) to the best of the Town's knowledge, having made no specific investigations nor having any information to the contrary, no contaminants, pollutants, dangerous substances, liquid waste or hazardous materials exist or have been stored in or on the Subject Property; and
- (g) the Town represents and warrants that, save and except for the contracts disclosed by the Town to the Region in writing and those registered instruments listed in Schedule "A" hereto it has not entered into any contracts relating to the Subject Property.

### **General**

- 19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the lands or supported hereby other than as expressed herein in writing.
- 20. This Agreement is to the benefit of and binding upon the parties hereto and their respective heirs, administrators, successors and assigns.
- 21. The Subject Property shall remain at the Town's risk until the Registration Date.
- 22. All representations, warranties, obligations and covenants of each of the Town and Region contained in this Agreement shall not merge upon Expropriation and shall continue thereafter in full force and effect.
- 23. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing, and may be delivered in person, sent by recognized national courier service requiring a signature for delivery, by pre-paid registered mail or by confirmed facsimile transmission. All notices, demands and requests required or permitted to be given may be given by delivering the same:



(a) To the Region:

c/o [Insert]  
[address]  
[email]  
[fax]

(b) To the Town:

c/o [Insert]  
[address]  
[email]  
[fax]

Any notice, demand or request, if delivered shall be deemed to have been given or made on the day on which it was delivered if delivered prior to 5:00 p.m. on a business day. Otherwise, such notice shall be deemed to be given or made on the next business day. The Parties may change their addresses for service from time to time by giving notice in accordance with the foregoing.

24. Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Towns and Region or by their respective solicitors who are hereby expressly appointed in this regard.
25. Each Party shall at the request of the other execute such other documents and assurances as may reasonably be requested to give effect to the terms and conditions contained herein.
26. If any of the provisions contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby to the extent possible.
27. This Agreement and Schedules constitute the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Subject Property other than expressed herein.
28. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

-INTENTIONALLY LEFT BLANK-

29. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario and the laws of Canada applicable thereto.
30. This Agreement is to be read with any changes of number or gender that the context requires.

DATED at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE CORPORATION OF THE TOWN OF MILTON**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:  
I/we have authority to bind the corporation

c/s

DATED at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE REGIONAL MUNICIPALITY OF HALTON**

\_\_\_\_\_  
Name:  
Title:

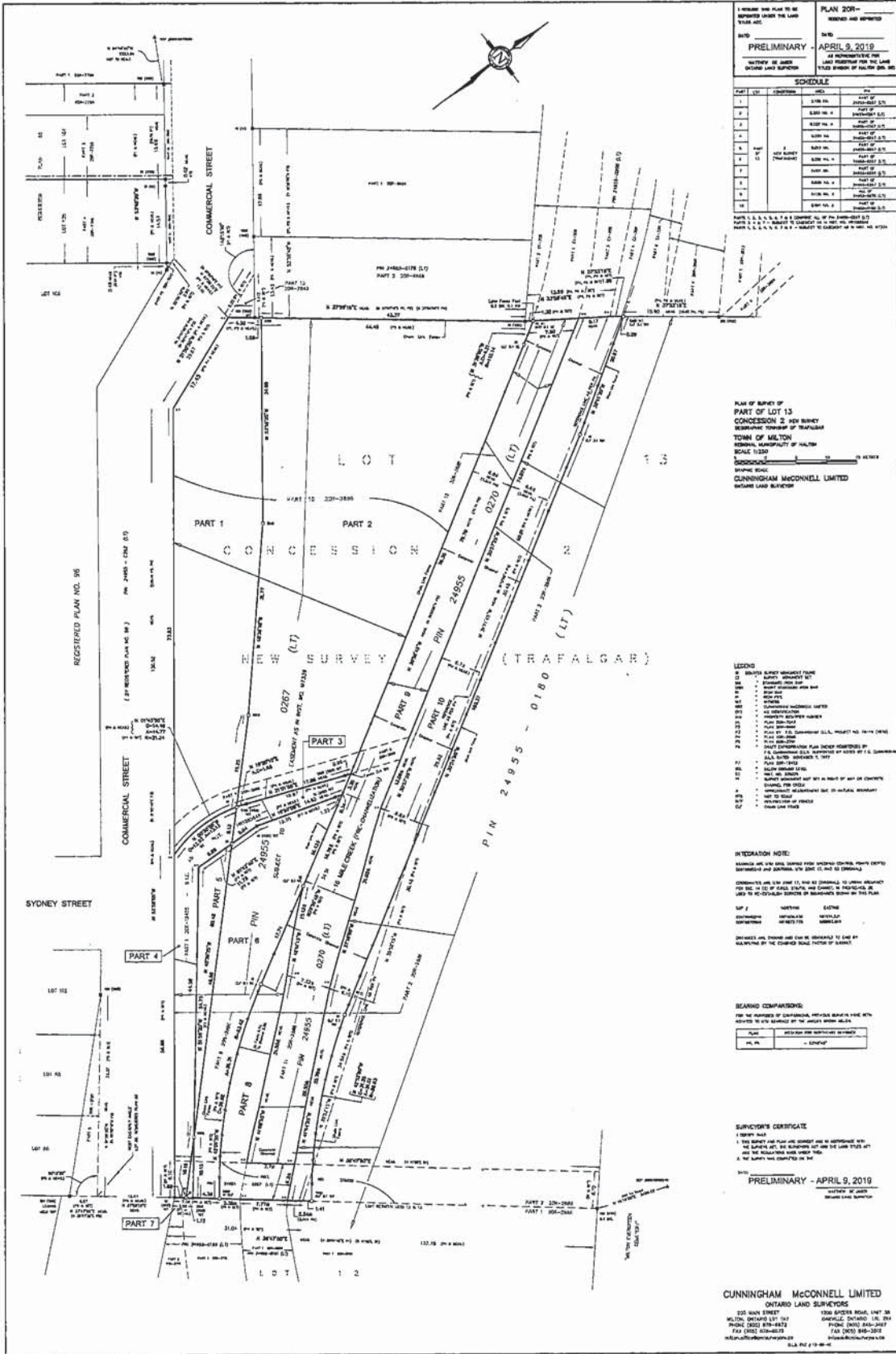
\_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation

**Schedule "A"**

Draft Reference Plan





**Schedule "B"**

LPAT Approval Consent

**LOCAL PLANNING APPEAL TRIBUNAL**

**IN THE MATTER OF THE MUNICIPAL ACT, 2001, S.O. 2001, C. 24 AND THE  
EXPROPRIATIONS ACT, R.S.O. 1990, c. E.26**

BETWEEN:

**THE REGIONAL MUNICIPALITY OF HALTON**

- and -

**THE CORPORATION OF THE TOWN OF MILTON**

**CONSENT**

The Parties hereto, none of whom is under any legal disability, through their respective solicitors, hereby consent to an Order of the Local Planning Appeal Tribunal in the form attached as Schedule "A" hereto.

Dated at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2019.

THE REGIONAL MUNICIPALITY OF  
HALTON

THE CORPORATION OF THE TOWN OF  
MILTON

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the Corporation

Per: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the Corporation



Schedule "A"

L.P.A.T. File No. [INSERT]

LOCAL PLANNING APPEAL TRIBUNAL

IN THE MATTER OF THE MUNICIPAL ACT, 2001, S.O. 2001, C. 24 AND THE  
EXPROPRIATIONS ACT, R.S.O. 1990, c. E.26

BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON

- and -

THE CORPORATION OF THE TOWN OF MILTON

ORDER

BEFORE:

)  
)  
)  
)

In accordance with the Consent attached, the Local Planning Appeal Tribunal orders as follows:

1. That in accordance with Section 6(2) of the Municipal Act, 2001, S.O. 2001, C. 24, The Regional Municipality of Halton be and is hereby authorized to exercise its authority to expropriate lands held by The Corporation of the Town of Milton legally described as follows:

Parts 2, 3, 6 and 8 on draft Reference Plan O.L.S. File #12-88-4C attached as Appendix "1"  
hereto representing [part or all of] PIN 24955-0267

or

[INSERT DESCRIPTION ONCE REFERENCE PLAN IS REGISTERED]

\_\_\_\_\_

Appendix "1"

Draft Reference Plan O.L.S. File #12-88-4C

LPAT File No. [INSERT]

THE REGIONAL MUNICIPALITY OF HALTON

- and -

THE CORPORATION OF THE TOWN OF MILTON

---

**LOCAL PLANNING APPEAL TRIBUNAL**

IN THE MATTER OF THE *MUNICIPAL ACT, 2001, S.O. 2001, C. 24* AND THE *EXPROPRIATIONS ACT, R.S.O. 1990, c. E.26*

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**ORDER**

---

**BORDEN LADNER GERVAIS LLP**

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Toronto, ON M5H 4E3

**Frank J. Sperduti, LSO No. 40677N**

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**Liviu Cananau, LSO No. 54222Q**

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Fax: 416.367.6749

Email: lcananau@blg.com

Lawyers for The Regional Municipality of Halton



LPAT File No. [INSERT]

THE REGIONAL MUNICIPALITY OF HALTON -and-

THE CORPORATION OF THE TOWN OF MILTON

**LOCAL PLANNING APPEAL TRIBUNAL**

IN THE MATTER OF THE *MUNICIPAL ACT, 2001, S.O. 2001, C. 24* AND THE *EXPROPRIATIONS ACT, R.S.O. 1990, c. E.26*

**CONSENT**

**BORDEN LADNER GERVAIS LLP**

Barristers and Solicitors  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3

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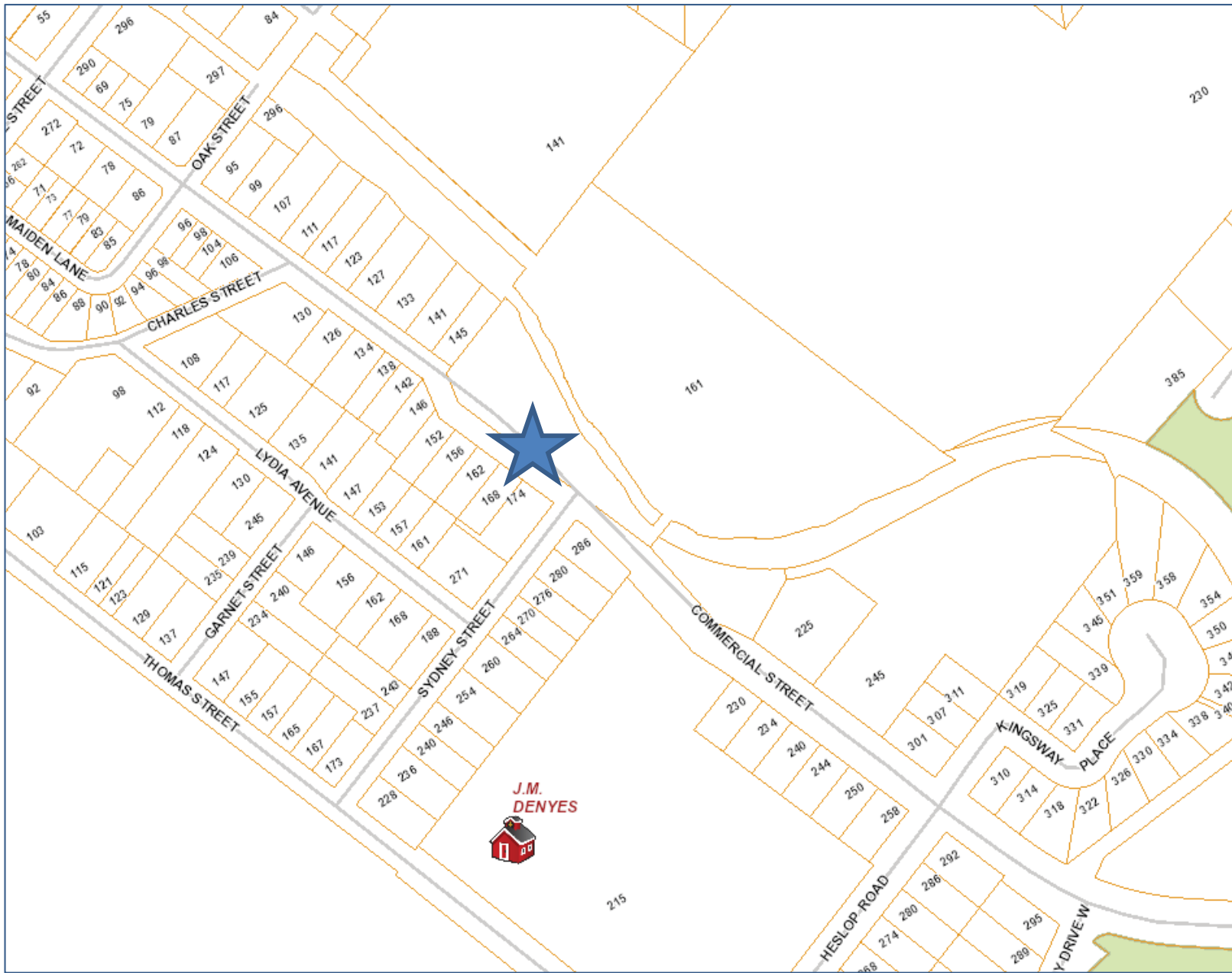
Fax: 416.367.6749

Email: lcananau@blg.com

Lawyers for The Regional Municipality of Halton

**Schedule "C"**

Title/Registrations



Appendix III

