

# **AGREEMENTS - CITY - COUNTY**

## **Chapter 193 AGREEMENT TRANSPORTATION CORRIDORS CITY - TOWNSHIP - COUNTY**

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#### **Article 1 AGREEMENT - EXECUTION**

##### **193.1.1 City - Township - County**

The Corporation of the City of Brantford shall enter into an Agreement with the Corporation of the Township of Brantford and the Corporation of the County of Brant to provide for such transportation corridor and annexation and that such Agreement shall be in the form marked Schedule 'A' to this Chapter.

##### **193.1.2 Authorization - Mayor - Clerk**

The Mayor and the Clerk are hereby authorized and directed on behalf of the Corporation to execute the said Agreement and affix thereto the corporate seal of the Corporation and cause to be prepared and execute any documents, reports, forms and correspondence as may be required in order to give effect to the Agreement. By-law 179-85, 28 October, 1985.

AGREEMENT - TRANSPORTATION

**AGREEMENT**

THIS AGREEMENT made in quadruplicate this day of , 1985

BETWEEN:

The Corporation of the City of Brantford  
(hereinafter called the "City")

OF THE FIRST PART

- and -

The Corporation of the Township of Brantford  
(hereinafter called the "Township")

OF THE SECOND PART

- and -

The Corporation of the County of Brant  
(hereinafter called the "County")

OF THE THIRD PART

*WHEREAS under s. 7 of the Brantford - Brant Annexation Act, 1980, S.O. 1980, c. 43, the City, the Township and the County may by agreement, make recommendations to the Lieutenant Governor in Council with respect to the provision of a transportation and service corridor linking the area annexed to the City under said Act;*

*AND WHEREAS under s. 16 of the said Act, the Lieutenant Governor in Council, upon the recommendation of the Minister of Municipal Affairs may authorize all such acts or things not specifically provided for in said Act that, in the Minister's opinion, are considered necessary or advisable to carry out effectively the purposes of said Act;*

*AND WHEREAS the parties have come to an agreement respecting the provision of said transportation and service corridor;*

*NOW THEREFORE WITNESSETH THAT in consideration of the premises and the mutual terms and conditions hereinafter contained, the parties hereto agree to and hereby recommend the following:*

1. Area to be annexed by the City

On January 1, 1986, or such other date as is provided for in the Order of the Lieutenant Governor in Council (hereinafter called the "annexation day"), the portion of the Township described in Schedule 'A' to this Agreement (hereinafter referred to as "the area to be annexed") shall be annexed to the City and shall form part of Ward One within the City.

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### 2. Assets and Liabilities

(1) All real property of the Township located in the area to be annexed shall vest in and become the property of the City on annexation day.

(2) All assets and liabilities, excluding all real property, of the Township attributable to the area to be annexed shall remain the assets and liabilities of the Township.

(3) For the purpose of this section, real property shall be deemed to also include any highway, street fixture, waterline, easement and restrictive covenant running with the land.

### 3. County Assets and Liabilities

(1) All real property of the County located in the area to be annexed shall vest in and become the property of the City on annexation day.

(2) All assets and liabilities, excluding all real property of the County attributable to the area to be annexed shall remain the assets and liabilities of the County.

(3) For the purpose of this section, real property shall be deemed to also include any highway, street fixture, waterline, easement and restrictive covenant running with the land.

### 4. Real Property Taxes

(1) All real property taxes levied under any general or special Act and uncollected in the area to be annexed which are due and unpaid on the day prior to the annexation day shall, on annexation day, become a debt owed to the City and may be collected by the City.

(2) The Clerk of the Township of Brantford shall forthwith prepare and furnish to the Clerk of the City of Brantford a special collector's roll showing all real property taxes or special rates assessed against the lands in the area to be annexed up to the annexation day and the persons assessed therefor.

(3) The City shall pay to the Township, within thirty days after receipt of the special collectors roll referred to in subsection (2), an amount equal to the amount due and unpaid in subsection (1).

### 5. Business Taxes

All business taxes levied and uncollected in the area to be annexed which are due and unpaid on the day prior to annexation day shall continue after the date to be taxes due and payable to the Township of Brantford and may be collected by the Township of Brantford.

### 6. By-laws in Area to be annexed by the City

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(1) The by-laws of the City in force on annexation day, shall, as of that date, extend to the area to be annexed and any Township or County by-law then in force in the area to be annexed shall, as of that date cease to apply to said area.

(2) Notwithstanding subsection (1), the zoning by-laws of the Township in force in the area to be annexed on the day prior to annexation day, shall continue to apply after that date and shall be deemed to have been passed by the Council of the City until such time as they are amended, altered or repealed by the Council of the City.

(3) On and after annexation day, that portion of the area to be annexed that is not already described in Schedule 'D' to the *Brantford Brant Annexation Act*, 1980 shall form part of such area for the purposes of subsection 4(12) of that Act and shall cease to be included in the area described in Schedule 'C' to that Act.

### 7. Assessments

(1) The Assessment Commissioner shall in the years 1985 and 1986 assess real property in the annexed area on the same basis as the assessment of real property in the Township in the years 1985 and 1986 and the special assessment roll prepared for the annexed area in accordance with this provision shall be used for the fixing and levying of rates of taxation by the Council of the City in the years 1986 and 1987 in accordance with subsection 8(1).

(2) For the purposes of taxation on and after January 1, 1988, the Assessment Commissioner shall be requested to prepare the assessment roll for the area to be annexed on the same basis that the assessment roll for the City is prepared in order to provide the area to be annexed with an assessment that is equitable to the assessment of real property in the City.

### 8. Phase-in of Tax Increases

(1) The Treasurer of the City will in the year 1986 and 1987, calculate mill rates which accurately reflect the mill rate and any special charges which would have been levied against the annexed properties had they remained in the Township and will submit those mill rates and calculations to the Treasurer of the Township. In the event that both Treasurers agree on the mill rates, those shall be the rates levied. In the event that the Treasurers fail to reach an agreement on the appropriate rates in each year, the Minister of Municipal Affairs will appoint an arbitrator to determine the rates whose decision will be final.

(2) The City agrees to accept the taxes as calculated above (including special charges or their equivalents) as full payment of all taxes levied by the City for the year 1986 and 1987, even if the assessed value of the annexed

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properties attract costs and charges to the City in excess of the revenue generated by them.

(3) The City further agrees to phase-in over five (5) years the difference between the mill rates levied on the annexed properties in 1987, and those that would have been levied in 1987 under the normal mill rates within the City.

(4) The adjustment to the mill rates described in subsection (4) represents an adjustment to the normal mill rate such that the property owners shall pay:

- (a) in 1988, the mill rate calculated in subsection (1) for 1987 plus 20% of the difference between that mill rate and the City's normal mill rate for 1987 plus the normal mill rate increase or decrease borne generally across the City for 1988;
- (b) in 1989, the mill rate calculated in subsection (1) for 1987 plus 40% of the difference between that mill rate and the City's normal mill rate for 1987 plus normal increases or decreases borne for 1988 and 1989;
- (c) in 1990, the mill rate calculated in subsection (1) for 1987 plus 60% of the difference between that mill rate and the City's normal mill rate for 1987 plus normal increases or decreases for 1988, 1989 and 1990;
- (d) in 1991, the mill rate calculated in (1) above for 1987 plus 80% of the difference between that mill rate and the City's normal mill rate for 1987 plus normal increases or decreases for 1988, 1989, 1990 and 1991;
- (e) in 1992, the normal City mill rate for 1992.

### 9. Land Purchases

(1) Where in acquiring land for the purposes of the transportation corridor within the area to be annexed after the annexation day, it appears to the Council of the City that it can more economically or practically acquire the land it needs by also purchasing land outside the City, then it may do so provided the land to be purchased is contiguous to the new boundary line dividing the City from the Township.

(2) Any past purchases by the City of land within the area to be annexed by the City are authorized and approved.

(3) Where, after annexation day, the City retains ownership of land outside its boundaries the acquisition of which is authorized by this section and that land is not required for the purposes of the municipality, it shall sell or otherwise dispose of such property in an expeditious manner.

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10. Implementation

(1) The parties request the Lieutenant Governor in Council to implement the recommendations contained in this Agreement that are provided for under s.7 of the *Brantford-Brant Annexation Act*, 1980.

(2) The parties request the Minister of Municipal Affairs to recommend to the Lieutenant Governor in Council the implementation of the recommendations contained in this Agreement that are not specifically provided for in s.7 of the *Brantford - Brant Annexation Act*, 1980 but which may be implemented under s. 16 of said Act.

11. Binding on Successors

This Agreement shall be binding on the successors and assigns to the parties hereto.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto under their respective corporate seal.

THE CORPORATION OF THE  
CITY OF BRANTFORD

per: \_\_\_\_\_

per: \_\_\_\_\_

THE CORPORATION OF THE  
TOWNSHIP OF BRANTFORD

per: \_\_\_\_\_

per: \_\_\_\_\_

THE CORPORATION OF THE  
COUNTY OF BRANT

per: \_\_\_\_\_

per: \_\_\_\_\_

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## SCHEDULE

### Schedule `A` - Area to be annexed

That portion of the Township of Brantford in the County of Brant described as follows:

Beginning at an angle in the City of Brantford, the said angle being at the intersection of the westerly limit of Lot 66 as shown on a Plan registered in the Land Registry Office for the Registry Division of Brant (No.2) as Number 663 prolonged southerly to the centre line of the King's Highway Number 53.

Thence westerly along the centre line of the said King's Highway 222.81 metres to a point distant 15.37 metres measured south  $7^{\circ}58'40''$  east from a point on the northerly limit of the said King's Highway distant 81.75 metres measured south  $89^{\circ}24'45''$  west therealong from the southerly limit of Lot 2 in the Kerr Tract;

Thence north  $7^{\circ}58'40''$  west 145.685 metres to a point;

Thence north  $9^{\circ}54'30''$  east 14.438 metres to a point;

Thence north  $8^{\circ}34'45''$  east 80.04 metres to the southerly angle of an Instrument registered in the said Registry Office as Number A93482;

Thence north  $37^{\circ}40'40''$  east along the southeasterly limit of the said Instrument 55.248 metres to a point;

Thence north  $20^{\circ}24'20''$  east 151.144 metres to a point;

Thence north  $15^{\circ}47'30''$  east 96.216 metres to a point;

Thence north  $3^{\circ}48'35''$  west 92.601 metres to a point;

Thence north  $8^{\circ}12'30''$  west 61.164 metres to a point;

Thence north  $12^{\circ}53'45''$  west 609.6 metres to a point;

Thence north  $19^{\circ}54'40''$  west 61.42 metres to a point;

Thence north  $12^{\circ}53'45''$  west 213.36 metres to a point;

Thence north  $14^{\circ}27'20''$  west 59.722 metres to a point;

Thence north  $15^{\circ}26'40''$  west 471.093 metres to a point;

Thence north  $26^{\circ}15'40''$  west 27.731 metres to a point;

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Thence along a curve having a radius of 559.625 metres an arc distance of 270.486 metres measured north  $40^{\circ}06'25''$  west 267.861 metres to a point;

Thence north  $53^{\circ}57'15''$  west 40.133 metres to a point;

Thence north  $66^{\circ}32'35''$  west 89.956 metres to a point;

Thence north  $61^{\circ}45'35''$  west 377.95 metres to the boundary of the City of Brantford, being the northwesterly bank of the Grand River;

Thence easterly and southerly along the boundaries of the said City to the place of beginning. By-law 179-85, 28 October, 1985; Schedule 'A'.