MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated the 4th day of April, 2012.

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON ("BRAMPTON")

OF THE FIRST PART,

-AND-

THE CORPORATION OF THE TOWN OF CALEDON ("CALEDON")

OF THE SECOND PART,

-AND-

THE REGIONAL MUNICIPALITY OF PEEL ("PEEL")

OF THE THIRD PART,

-AND-

THE REGIONAL MUNICIPALITY OF HALTON ("HALTON")

OF THE FOURTH PART,

-AND-

THE CORPORATION OF THE TOWN OF HALTON HILLS ("HALTON HILLS")

OF THE FIFTH PART.

WHEREAS HDR | iTRANS was retained in April 2007 by Peel, Brampton, Caledon, Halton and Halton Hills (collectively referred to herein as "the Municipal Partners"), to undertake a boundary area transportation study referred to as the Halton-Peel Boundary Area Transportation Study ("HPBAT Study"), to be carried out as a Transportation Master Plan study under the Municipal Class Environmental Assessment document (October 2000, as amended in 2007);

AND WHEREAS Council for each of the Municipal Partners have received and endorsed the HPBAT Study and directed staff to develop a Memorandum of Understanding ("MOU");

AND WHEREAS the purpose of this MOU is to establish a framework for the timely implementation of transportation improvements recommended in the HPBAT Study; to settle ongoing and future litigation between the Municipal Partners involving transportation issues, and to provide a framework for the Municipal Partners to move forward;

AND WHEREAS the Ministry of Transportation ("MTO") has released the GTA West Corridor Environmental Assessment Transportation Development Strategy Report Draft for consultation;

NOW THEREFORE the Municipal Partners have entered into this MOU for the purposes outlined above and there is consideration acknowledged between the Municipal Partners:

1. INTERPRETATION

1.1. Definitions

Where used in this Agreement or in any amendment, the following terms have the following meanings:

- (a) "CAOs Group" means the group which is composed of the Chief Administrative Officer for each of the Municipal Partners;
- (b) "Halton-Peel Cross Boundary Improvements" includes the North-South Transportation Corridor including the Halton-Peel Freeway and the Georgetown and Brampton link referred to as the East-West Connection as identified in the HPBAT Study Recommendations;
- (c) "HPBAT Study" means the final version of the Halton-Peel Boundary Area Transportation Study Final Report as amended and issued dated May 2010:
- (d) "HPBAT Study Recommendations" means the recommendations set out in Table 8-1 and Exhibit 8-3 of the HPBAT Study and attached hereto as Schedules "B.1" and "B.2" respectively;

2. **GUIDING PRINCIPLES**

The MOU is based upon the following principles:

- 2.1. The Municipal Partners confirm their endorsement of the recommendations set out in the HPBAT Study and attached hereto as Schedules "B.1" and "B.2";
- 2.2. That various outstanding OMB appeals and other land use planning concerns identified in Schedule "A" will be resolved in the manner described in Schedule "A" of this MOU.
- 2.3. In order to ensure the timely implementation of the Transportation Improvements recommended in HPBAT Study the following are required:
 - (a) corridor protection policies for the Halton-Peel Cross Boundary Improvements as described in Article 3 of this MOU, will be developed and implemented by each of the Municipal Partners;
 - (b) a work plan for the continuation of the Environmental Assessment Study(s) will be established following the approach set out in Article 4 of this MOU based on a systems approach and establishing proponency.
- 2.4. The Municipal Partners will continue to co-ordinate with MTO and have inter-agency discussions with MTO.
- 2.5. After the execution of this MOU, the dispute resolution procedure for issues involving the MOU will be that if the Municipal Partners are unable to resolve any disagreement or conflict arising as a result of this MOU, they will refer the matter to the CAOs Group for discussion and resolution and if not resolved by the CAOs Group, then to the affected Municipal Councils for decision.

3. PROCESS AND TIME FRAMES FOR IMPLEMENTING CORRIDOR PROTECTION POLICIES

- 3.1 The corridor protection policies for the Halton-Peel Cross Boundary Improvements will be incorporated into the Municipal Partners' Official Plans, and the applicable Zoning By-laws for Brampton and Halton Hills (herein referred to as "planning instruments"). The Municipal Partners shall circulate the planning instruments to each other for comment prior to consideration by the Councils for the Municipal Partners and their adoption of same and/or requesting approval of same by the Ontario Municipal Board.
- 3.2 In order to facilitate and expedite the process for implementing the corridor protection policies the Municipal Partners may establish working and steering Committees.

- 3.3 The adoption of the necessary official plan amendments and zoning bylaws will be recommended to the Municipal Partners' Councils within one (1) year of the execution of this MOU by the Municipal Partners.
- 4. SCOPE OF THE WORK: HALTON-PEEL CROSS BOUNDARY IMPROVEMENTS; ENVIRONMENTAL ASSESSMENT

4.1

- 4.1.1 Peel and Halton will jointly retain a consultant or consultant team (the "Consultants") immediately following the execution of this MOU to assist in the preparation of a work plan to be recommended that may involve one or more EA(s).
- 4.1.2 The cost of the Consultants for the preparation of the work plan will be shared between Peel and Halton on terms to be agreed upon between those municipalities.
- 4.1.3 The Consultants' team will include expert(s) on the Environmental Assessment processes, both municipal and provincial, who will provide advice on the EA process for the Halton-Peel Freeway and East-West Connection (as a system) including protection for a potential connection northerly into Caledon between the Halton Peel Freeway and the GTA West Corridor as identified on Schedule "B.2" of this MOU.
- 4.1.4 Additional work by the Consultants will be subject to separate approvals by the Municipal Partners and is outside the scope of this MOU.
- 4.1.5 The following elements will be the foundation for the work plan undertaken on the basis of a systems approach:
 - responsiveness of the EA relative to proponency of the undertaking in recognition of timing/jurisdiction;
 - (b) an integrated review of the Halton-Peel Freeway and the East-West Connection improvements;
 - (c) a co-ordinated assessment and an integrated review of the Credit River crossing (s), which includes weighing the benefits and environmental impacts of the proposed transportation improvements in accordance with the EA process;
 - (d) integration and timing of technical /feasibility studies on connecting to Highway 401 and Highway 407, and;
 - (e) collaboration with the MTO as per Article 2.4.

- 4.1.6 Representatives of the Municipal Partners will meet for the purposes of reviewing the work plan, approving it and will consult with MTO. The work plan will identify the EA process for the Halton-Peel Cross Boundary Improvements including determining the work plan for the appropriate road project schedules under the EA.
- 4.1.7 The work plan contemplated in this Article 4.1, shall be completed expeditiously within six (6) months of the execution of this MOU by the Municipal Partners.

4.2 Bram West Parkway

The Municipal Partners acknowledge that Brampton may proceed with and complete the Class EA for Bramwest Parkway and Financial Drive in cooperation with Peel and in consultation with Halton and Halton Hills to finalize the transportation infrastructure requirements for the two corridors up to and including Financial Drive while recognizing the need to protect options for the Halton-Peel Cross Boundary Improvements through corridor protection policies.

4.3 Transportation Study – Heritage Heights

The Municipal Partners also acknowledge that Brampton will be proceeding with a Transportation Study as a component study and undertaken as a Transportation Master Plan in support of the Secondary Plan Areas 52 and 53 (referred to as "Heritage Heights") in cooperation with Peel and in consultation with Halton and Halton Hills to finalize the transportation infrastructure requirements for Heritage Heights while recognizing the need to protect options for the Halton-Peel Cross Boundary Improvements through corridor protection policies. The purpose of the study is as set out in the Notice of Commencement issued by the City of Brampton and published on September 16th and 21st. Copies of the study shall be provided to Halton and Halton Hills.

4.4 Transportation Study – Halton Hills 401 Corridor Study

The Municipal Partners also acknowledge that Halton and/or Halton Hills may be proceeding with a Transportation Study/analysis as a component input into the Halton corridor protection ROPA and the Halton Hills corridor protection OPA and zoning by-law so as to refine the limits of the area of corridor protection between Highway 401 and the northerly limit of the first concession lot north of Steeles Avenue and between Ninth Line and Winston Churchill Boulevard identified as employment lands within Halton's ROPA 38. Copies of the study shall be provided to Peel and Brampton.

- 4.5 The Municipal Partners agree that the findings resulting from the studies identified in Article 4.3 and 4.4 will not be binding on them nor shall they in any way constrain the findings of the EA(s) contemplated by this MOU. The Municipal Partners agree that these other studies may be used to inform the EA Consultants retained in connection with this MOU.
- 4.6 The Municipal Partners must ensure to the greatest extent possible that the Consultants doing any planning and/or transportation studies within the corridor lands are required to consult with the consultants doing the EA workplan contemplated by this MOU. The Municipal Partners cannot agree in advance that the findings resulting from these other studies will be binding on them nor should they in any way constrain the findings of the EA workplan contemplated by this MOU. The Municipal Partners agree that these other studies may be used to inform the EA consultants retained in connection with this MOU.
- 4.7 Notwithstanding anything in this MOU to the contrary, no reduction in the corridor protection area set out in the HPBATS Study or its Recommendations shall be permitted during the term of this MOU without first being considered by the CAOs Group and affected Councils. Also, each Municipal Partner retains the right to appeal to the Ontario Municipal Board (OMB), any planning initiative that results in a narrowing of the corridor.

5. RESOLUTION OF OUTSTANDING APPEALS AND ONGOING PLANNING MATTERS

Upon execution of this MOU, the Municipal Partners agree to take the following steps outlined in Schedule "A" in order to resolve or withdraw their respective appeals and concerns and to consult with the MTO as per Article 2.4 and for that purpose to provide the MTO with the necessary supporting materials related to each matter.

6. TERM

This MOU shall be in force from the date it is executed by all of the Municipal Partners and shall expire at the earlier of:

- (a) upon the Province or the Municipal Partners putting in place and having in force corridor protection policies for the Halton-Peel Cross Boundary Improvements and the work plan referred to in Article 4.1; or
- (b) the Municipal Partners agreeing in writing to an alternate date.

7. CALEDON'S ROLE

It is acknowledged that the execution of this MOU by Caledon recognizes its role as a partner in the HPBAT Study and its continued participation in the implementation of the HPBAT Study. Article 5 however deals with matters between the remaining Municipal Partners only and is not binding on Caledon unless Caledon requests and obtains party status at the Ontario Municipal Board to any of the matters listed in Schedule "A", at which point Caledon shall be bound by the disposition of that matter as listed in Schedule "A". Caledon's participation in this MOU is limited to participation in the various committees that may be formed and the CAOs Group, and Caledon's participation in the CAOs Group and on the committees will be on planning and environmental assessment matters affecting Caledon.

8. GENERAL

8.1 **Time**

Time shall be of the essence.

8.2 Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if: (i) delivered personally or sent by prepaid courier service or by e-mail or facsimile (confirmed on the same day following confirmation of receipt) addressed,

8.2.1 in the case of the notice to Brampton as follows:

The Corporation of the City of Brampton 2 Wellington Street West Brampton ON L6Y 4R2

Attention:

Deborah Dubenofsky Chief Administrative Officer

and

John Corbett Commissioner of Planning, Design and Development

8.2.2 and, in the case of notice to Caledon, as follows:

The Corporation of the Town of Caledon 6311 Old Church Road Caledon, Ontario L7C 1J6

Attention:

Douglas A. Barnes Chief Administrative Officer

8.2.3 and, in the case of notice to Peel, as follows:

The Regional Municipality of Peel 10 Peel Centre Drive, Suite A Brampton, Ontario L6T 4B9

Attention:

David Szwarc Chief Administrative Officer

and

Dan Labrecque Commissioner of Public Works

8.2.4 and, in the case of notice to Halton, as follows:

The Regional Municipality of Halton 1151 Bronte Road Oakville, Ontario L6M 3L1 Attention:

Pat Moyle Chief Administrative Officer

and

Mitch Zamojc Commissioner of Public Works 8.2.5 and, in the case of notice to Halton Hills, as follows:

The Corporation of the Town of Halton Hills 1 Halton Hills Drive Halton Hills, Ontario L7G 5G2

Attention:

Dennis Perlin
Chief Administrative Officer

and

Chris Mills
Director of Infrastructure Services

8.2.6 Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by prepaid courier, facsimile or e-mail on the day that confirmation of receipt is received. Any Municipal Partner hereto or others mentioned above may change any particulars of its address for notice by advising the others in the manner aforesaid.

If sent by prepaid courier as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the business day following the date of initiation, but extended where necessary to accommodate any interruption, inclement weather, acts of God, enemies of the Queen or terrorist attacks in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the courier, allowing for such discontinuance or interruption of courier service.

8.3 Counterparts

This MOU may be executed in counterparts and by electronic facsimile transmission, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

8.4 Further Assurances and Documents

Each of the Municipal Partners hereto will, from time to time, at the other's request and expense and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as the other may require to more effectively complete any matter provided herein.

8.5 Legal Nature of the MOU

- 8.5.1 This MOU shall not create any legal partnership, joint venture or agency relationship between the Municipal Partners, nor does it fetter the legislative discretion of any Municipal Partner's Council in its consideration of any proposal that may result from this MOU.
- 8.5.2 The Municipal Partners are committed to continuing to strengthen the relationship between the municipalities for the betterment of each community. The Municipal Partners are committed to working towards formalizing the relationship in order to secure the matters addressed in this MOU.

[SIGNATURES FOLLOW ON NEXT TWO PAGES]

THE CORPORATION OF THE CITY OF BRAMPTON

Per: Wolf Dubenofsky
Title: City Manager

Per: Name: John Corbett

Title: Commissioner, Planning, Design and

Development

THE CORPORATION OF THE TOWN OF CALEDON

AUTHORIZATION BY-LAW
NUMBER BL- 2012-OIS
PASSED BY THE TOWN OF CALEDON
COUNCIL ON THE LY
DAY OF February 2012

Per: Deborah Thompson
Title: Clerk Deputy Clerk

THE REGIONAL MUNICIPALITY OF PEEL

Per: David Szwarc

Title: Chief Administrative Officer

Document Execution No. <u>L03 -/6 727</u>

I/We have Authority to Bind the Regional Corporation

Per:

Name:Carol Reid Title: Regional Clerk THE REGIONAL MUNICIPALITY OF HALTON

Per:

Name: Gary Calir

Title: Regional Chair

Per:

Name: Karyn Bennett

Title: Regional Clerk and Director of Council

Services

THE CORPORATION OF THE TOWN OF HALTON HILLS

Per:

Name: Dennis Perlin

Title: Chief Administrative Officer

Per:

Name: Chris Mills

Title: Director of Infrastructure Services

Per:

Name: John Linhardt

Title: Director of Planning, Development and

Sustainability

SCHEDULE "A"

- (a) Supporting (or not opposing) the approval by the OMB of Brampton Official Plan Amendment 93-255, Zoning By-law 300-2005 and the related Corridor Protection Policies in the 2006 Brampton Official Plan, subject to appropriate modifications to ensure consistency with the transportation improvements recommended in the HPBAT Study and the implementation thereof. The remaining Municipal Partners recognize that the lands subject to the corridor protection policies may be further reduced as part of the process set out in this agreement. It is acknowledged that Brampton shall provide such modifications and refinements to the other Municipal Partners in a timely manner prior to any resumption of OMB proceedings, and should the other Municipal Partners be satisfied with such modifications and refinements, they shall advise the OMB that their participation in any hearing shall be limited to advising the OMB that they do not oppose the approval sought by Brampton and shall only call evidence if required in support of Brampton's position.
- (b) Supporting (or not opposing) the continued adjournment of the appeal by Maple Lodge Farms of the Halton Hills Official Plan in recognition of the commitment by Halton Hills to commence a separate Official Plan Amendment process and companion zoning by-law amendment ("Corridor Protection OPA and Zoning Bylaw") in conjunction with the Halton Official Plan process to implement corridor protection policies for the lands as shown in Schedule "B.2". The Municipal Partners further recognize that the lands subject to corridor protection policies between Steeles Avenue and the 401 in the Halton Hills 401 Corridor may be reduced further as part of the process set out in this agreement. The remaining Municipal Partners are supportive of the Corridor Protection OPA and Zoning Bylaw process.

The remaining Municipal Partners also recognize that Halton Hills is carrying out a planning process to implement the Growth Plan and provide conformity with Halton's ROPA 38, (being Halton Hills OPA 10). The remaining Municipal Partners acknowledge that OPA 10 as adopted by Halton Hills will not contain corridor protection policies, given the Town's commitment to the Corridor Protection OPA and Zoning By-law process. The remaining Municipal Partners also acknowledge that the corridor protection area shall have an impact on the employment land supply in Halton Hills. As such, the remaining Municipal Partners acknowledge that it is contemplated that there may be reallocation or designation of replacement employment lands north of Steeles Avenue west of the Ninth Line as part of ongoing planning matters. In recognition of Halton Hills' commitment to the Corridor Protection OPA and Zoning By-law process, the remaining Municipal Partners commit not to object to OPA 10, nor will the remaining Municipal Partners object to the reallocation or designation of replacement employment lands north of Steeles Avenue west of the Ninth Line.

- (c) Supporting or not objecting to the approval by the OMB of modifications to Peel's ROPA 16 for the purpose of ensuring that it contains appropriate policies, including but not limited to corridor protection policies, to ensure consistency with the transportation improvements recommended in the HPBAT Study and the implementation thereof. It is acknowledged that the Region of Peel shall provide any proposed modifications to the other Municipal Partners in a timely manner prior to any resumption of OMB proceedings, and should the other Municipal Partners be satisfied with such modifications, they shall advise the OMB that their participation in any hearing shall be limited to advising the OMB that they do not oppose the approval sought by Peel and shall only call evidence if required in support of the Region's position.
- (d) Supporting or not objecting to OMB approval of further amendments to Brampton Official Plan Amendment OP93-270 to implement the Stage 1 Block Plan for Sub-Area 40-3 of the Bram West Secondary Plan, on the basis that such approval in no way prejudices the transportation improvements recommended in the HPBAT Study or the implementation thereof. It is acknowledged that Brampton shall provide any proposed modifications to the other Municipal Partners in a timely manner prior to any resumption of OMB proceedings, and should the other Municipal Partners be satisfied with such modifications, they shall advise the OMB that their participation in any hearing shall be limited to advising the OMB that they do not oppose the approval sought by Brampton and shall only call evidence if required in support of Brampton's position. It is further acknowledged that these matters were the subject of an OMB hearing (Case No. PL090856) and determination by OMB Order dated August 27, 2010 and December 30, 2010 which is in keeping with this MOU.
- Supporting or not objecting to the proposal by Orlando Corporation for draft plan (e) of subdivision approval and associated Official Plan and Zoning By-law amendments, on the basis that the proposed right-of-way for Bram West Parkway as set out in Article 4.2 above is consistent with the transportation improvements recommended in the HPBAT Study and in no way prejudices the implementation thereof, subject to resolving all other outstanding matters to the satisfaction of Brampton, Peel and other commenting agencies. It is acknowledged that Brampton shall provide any proposed modifications to the other Municipal Partners in a timely manner prior to any resumption of OMB proceedings, and should the other Municipal Partners be satisfied with such modifications, they shall advise the OMB that their participation in any hearing shall be limited to advising the OMB that they do not oppose the approval sought by Brampton and shall only call evidence if required in support of Brampton's position. It is further acknowledged that this matter was the subject of an OMB hearing (Case Nos. PL080456, PL080354, PL080457) and determination by OMB Order dated January 6, 2011 which is in keeping with this MOU.

- (f) Withdraw the appeal of Halton Hills' comprehensive Zoning By-law 2010-0050 by Brampton in recognition of the commitment by Halton Hills to commence a Zoning By-law process to implement corridor protection policies consistent with the Official Plan process set out in subparagraph (b) above.
- (g) In recognition of the commitment by Halton to commence a Regional Official Plan Amendment ("Corridor Protection ROPA") to implement corridor protection policies consistent with the Halton Hills Corridor Protection OPA and Zoning Bylaw process set out in subparagraph (b) above, the remaining Municipal Partners acknowledge that ROPA 38 is not intended to include corridor protection policies and by executing this MOU respect that decision. Also, following execution of this MOU by all Municipal Partners, Brampton and Peel shall withdraw their appeals of ROPA 38 provided the MOU is released to the public and there is an opportunity for submissions to the OMB in related proceedings. Should ROPA 38 ultimately contain corridor protection policies such that the Region of Halton believes it is unnecessary to further amend its Official Plan, the policies shall be discussed among all of the Parties to this MOU prior to being submitted to the OMB for adoption. The remaining Municipal Partners also acknowledge that ongoing Halton planning matters may reallocate or designate replacement employment lands north of Steeles Avenue west of the Ninth Line. In recognition of the Halton commitment to the Corridor Protection ROPA, the remaining Municipal Partners will not object to ROPA 38, nor will the remaining Municipal Partners object to the reallocation or designation of replacement employment lands north of Steeles Avenue, west of the Ninth Line.
- (h) Supporting (or not opposing) the approval of Peel ROPA 22 at the OMB subject to continuation of corridor protection policies within the ROPA to ensure consistency with the transportation improvements recommended in the HPBAT Study and the implementation thereof.
- (i) Modifying Brampton draft OPA 43 (or in the alternative commencing a new OPA) to include specific reference to the west east connection in policy 4.4.2.15 and to include in the mapping that portion of west Brampton lands presently omitted from being subject to the corridor protection policies.

Schedules "B.1" and "B.2" Halton–Peel Boundary Area Transportation Amended Final Study Recommendations

Schedules "B.1" and "B.2" being Table 8-1 and Exhibit 8-3 of the HPBAT Study are appended to and form part of this MOU, being pages 17, 18 and 19.

Table 8-1: Summary of Recommendations and Timing

Road	From	То	Improvement Type	Initial Lanes	Final Lanes	Suggested Timing
Roads						************
Halton Peel Freeway	Hwy 401 / 407 ETR in Halton	Bovaird Drive	New construction	0	8	2031
Halton Peel Freeway	Bovaird Drive	Mayfield Road	New construction	0	6 (8 ultimate)	2031
Halton Peel Freeway	Mayfield Road	GTA West Corridor	Corridor protection			Beyond 2031
East-West Connection	Guelph Street / Highway 7	Bovaird Drive	New construction	0	4	. 2021
Bramwest Parkway	Heritage Road south of 407 ETR	Halton Peel Freeway / Embleton Road	New construction	0	6	2016
Norval West Bypass	10 Sideroad	Guelph Street / Highway 7	New construction	0	4	2016
Highway 7	Norval West Bypass	McFarlane Drive/ Hall Road	Widening	3	4	2016
Winston Churchill Bypass	North of 5 Sideroad	10 Sideroad / Norval West Bypass	New construction	0	4	2016
Adamson Road North Bypass	Bovaird Drive	Winston Churchill Blvd	New construction	0	4	2021
Winston Churchill Blvd	5 Sideroad / Embleton Road	Winston Churchill Bypass	Widening	2	4	2016
Steeles Avenue	Winston Churchill Blvd	Milton	Widening	4	6	2031
Eight Line	Steeles Avenue	10 Sideroad	Reconstruction to Collector	2	2	2021
Tenth Line	Steeles Avenue	10 Sideroad	Reconstruction to Collector	2	2	2021
Fifth Line	Winston Churchill Blvd	Trafalgar Road	Reconstruction to Collector	2	2	2021

Halton-Peel Boundary Area Transportation Study Amended Final Report

Road	From	То	Improvement Type	Initial Lanes	Final Lanes	Suggested Timing
Transit						
Steeles Avenue BRT	Brampton	Milton	Bus rapid transit	4	4 plus HOV	2031
Guelph Street -Bovaird	Brampton	Georgetown GO	Inter-regional transit	4	4	2021
9 th Line	Georgetown GO	Milton or Mississauga	Transit service	4	4	2031
Halton-Pecl Freeway Transitway	HPF corridor		Bus service, potential for RBL	8	6 plus HOV	2031 and beyond
Carpool lots			HPF carpool lots (2)			2031

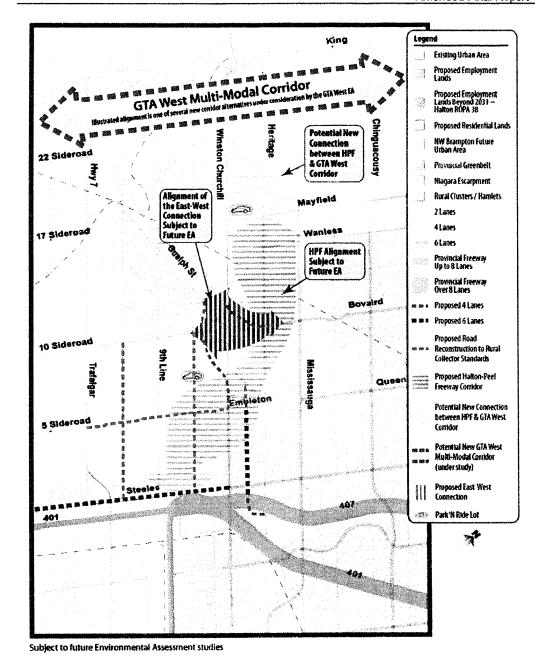


Exhibit 8-3: HPBATS Recommended Road Network, 2031