

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2024-40

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND RITCHIE BROTHERS PROPERTIES LTD. (Permanent Intersection Improvements Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and Ritchie Bros. Properties Ltd., in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 12<sup>th</sup> day of September, 2024.

Original signed by:

\_\_\_\_\_  
Darren White, Warden

Original signed by:

\_\_\_\_\_  
Michelle Dunne, Clerk



**For a complete copy of the agreement, please contact the Clerk's department.**

## **PERMANENT INTERSECTION IMPROVEMENTS AGREEMENT**

**THIS AGREEMENT** (the “**Agreement**”) is entered into as of the      day of August, 2024 (the “**Effective Date**”)

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF DUFFERIN**  
(the “**County**”)

**AND**

**RITCHIE BROS. PROPERTIES LTD.**  
(“**Ritchie Bros.**” and, together with the County, the “**Parties**”)

**WHEREAS:**

- A. Ritchie Bros. is the owner of the lands municipally known in the year 2024 as 20539 Dufferin County Road 109 in the Township of Amaranth (the “**Township**”) and legally described in Schedule “A” attached hereto (the “**Lands**”) and seeks to develop the Lands by constructing a proposed auction facility thereon (the “**Development**”).
- B. The development of the Lands and the adjacent lands to the north requires a road re-alignment between Township 2<sup>nd</sup> Line and County Road 109, the precise scope of which will be determined by the County’s ongoing Schedule C Municipal Class Environmental Assessment (the “**EA**”). The results of the EA will not be known for some time, but it is anticipated that the general scope of work of the transportation improvements will include the re-alignment of the Township’s 2<sup>nd</sup> Line, construction and signalization of the re-aligned intersection of Township 2<sup>nd</sup> Line and County Road 109, re-alignment of the adjacent and impacted intersections of County Road 3 and County Road 109, and the intersection of County Road 3 and County Road 23 (B-Line) (together, the “**Permanent Transportation Improvements**”).
- C. The Lands are currently zoned with a Holding “H” Provision (the “**Holding Provision**”), the lifting of which by the Township in whole or in part is conditional upon Ritchie Bros. satisfying certain requirements, including: (i) developing, securing and/or implementing any required transportation improvements for the Lands pursuant to Section 10 iv) h) of Township Zoning By-law No. 17-2014 (the “**Transportation Improvement Condition**”); and (ii) entering into a storm water management pond easement and operating agreement (the “**SWEOA**”) with OPTrust Amaranth 6 Inc., as the registered owner of lands abutting the Lands to the north, regarding the use of stormwater infrastructure thereon, pursuant to Section 10 iv) i) of Township Zoning By-law No. 17-2014 (the “**SWEOA Condition**”).
- D. The conditions of lifting the Holding Provision, including the Transportation Improvement Condition, engage the County’s interests. The County has advised the Township that the County’s support for the lifting of the Holding Provision would be based, in part, on the site plan agreement between Ritchie Bros. and the Township containing a provision which secures the obligation of Ritchie Bros. to make a proportionate financial contribution towards the full cost of the study, design and construction of the County portion of the Permanent Transportation Improvements, and to enter into a written agreement with the County in respect of such contribution.
- E. As the site plan agreement in respect of the Development is presently being negotiated, Ritchie Bros. wishes to pay the Permanent Improvement Funds (defined herein) to the County in advance

of execution of the site plan agreement, and has agreed to do so in accordance with, and on the terms and conditions set out in, this Agreement, in order to satisfy the condition noted in Recital D.

**NOW THEREFORE** in consideration of the mutual covenants and agreements of the Parties hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

- 1.1 The Recitals form an integral part of this Agreement and are incorporated by reference.
- 1.2 Upon execution of this Agreement, Ritchie Bros. shall pay to the County the “**Permanent Improvement Funds**” being the aggregate amount of \$3,367,082.52, calculated as further set out in Schedule “C” attached hereto, in satisfaction of the financial contribution condition noted in Recital D above. The County hereby directs Ritchie Bros. to pay the Permanent Improvement Funds by wire transfer of immediately available funds to the County in accordance with the payment instructions attached hereto as Schedule “B” in satisfaction of the County’s condition described in Recital D, and this shall be Ritchie Bros.’ good and sufficient authority to do so. Immediately upon receipt of the Permanent Improvement Funds, the County shall deliver written notice to Ritchie Bros. confirming the same.
- 1.3 Upon the County’s receipt of the Permanent Improvement Funds and provided that the SWEOA Condition has been satisfied, as confirmed by Ritchie Bros.’ presentation to the County of evidence that the SWEOA has been executed and registered on title to the Lands:
  - (a) the County will give irrevocable written notice to the Township that the County is thereby providing its approval to the lifting of the Holding Provision; and
  - (b) following the County’s delivery of the notice referenced in Section 1.3(a) hereof, the County may, in its sole and absolute discretion, apply the Permanent Improvement Funds to any matters relating to the study, design and construction of the County portion of the Permanent Transportation Improvements.
- 1.4 Without fettering the legislative discretion of the County and its officials, the County agrees to make reasonable efforts to assist Ritchie Bros., upon request, in the process of seeking such approvals as Ritchie Bros. may require in connection with the Development, including, without limitation, obtaining site plan approval and negotiating the relevant site plan agreement with the Township, and facilitating the waiver of any conditions contemplated thereby, provided that where the County is required to obtain support from external consultants and legal counsel in providing such assistance, Ritchie Bros. shall reimburse the County for such out-of pocket expenses actually incurred.
- 1.5 Ritchie Bros. acknowledges and agrees that the County reserves the right to adjust its formula for the calculation of the Permanent Improvement Funds as more detailed design specifications emerge through the EA process, and that the County may require Ritchie Bros. to pay, and Ritchie Bros. shall pay, an additional financial contribution toward the Permanent Transportation Improvements once the extent of such improvements are known following the completion of the EA process provided that the County provides Ritchie Bros. with supporting documentation demonstrating the basis for, and calculation of, any such additional financial contribution.
- 1.6 Within ninety (90) days following the completion of the study, design and construction of the County portion of the Permanent Transportation Improvements, the County shall prepare and deliver to Ritchie Bros. a detailed reconciliation statement of the costs incurred by the County in connection therewith, together with a cheque in full payment of any surplus Permanent