

CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3108

A By-Law to authorize the execution of a Boundary Adjustment Agreement between the Corporation of the Township of Perth East, the Corporation of the County of Perth, the Corporation of the Township of East Zorra-Tavistock and the County of Oxford as provided for under the Municipal Act, 2001.

WHEREAS the Councils of the Corporations of the Township of Perth East and the Township of East Zorra-Tavistock have agreed that it would be mutually advantageous to adjust their municipal boundary to include certain lands now within the Township of Perth East;

AND WHEREAS Section 173 of the Municipal Act, 2001, Chapter 25, provides the authority for municipalities to enter into a restructuring proposal which annexes part of a municipality to another municipality;

AND WHEREAS the Corporation of the Township of Perth East and the Corporation of the Township of East Zorra-Tavistock have come to an agreement, with which the County of Oxford and the Corporation of the County of Perth concurs, respecting the resolution of the inter-municipal boundary issue;

AND WHEREAS a joint public hearing was held on October 6, 2008, by the Townships of Perth East and East Zorra-Tavistock and the Counties of Perth and Oxford to consult with the public on the boundary restructuring proposal;

AND WHEREAS it is deemed necessary and appropriate to enter into an agreement respecting provisions related to the boundary adjustment;

AND WHEREAS it is expedient to have an Agreement in written form so that the parties may request that the Minister of Municipal Affairs and Housing recommend to the Lieutenant Governor in Council that an Order giving effect to the said Agreement be made pursuant to the Municipal Act, 2001,

NOW THEREFORE the Council of the County of Perth enacts as follows:

1. THAT the County of Perth enter into a Boundary Adjustment Agreement with The County of Oxford, the Corporation of the Township of Perth East and the Corporation of the Township of East Zorra-Tavistock to provide for the adjustment of the municipal boundary between the Township of Perth East and the Township of East Zorra-Tavistock and the municipal boundary between the Corporation of the County of Perth and the County of Oxford.

2. THAT the Warden and the Clerk be authorized and they are hereby instructed to execute on behalf of the County of Perth the said Agreement dated the 6th day of November, 2008, a copy of which Agreement is hereto attached.

READ a first and second time this 6th day of November, 2008.

READ a third time and finally passed this 6th day of November, 2008.

Ron McKay, Warden

Ria Colquhoun, CAO/Clerk

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT made this day of , 2008.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK

Party of the First Part

(hereinafter referred to as the "Township of East Zorra-Tavistock")

AND:

THE CORPORATION OF THE TOWNSHIP OF PERTH EAST

Party of the Second Part

(hereinafter referred to as the "Township of Perth East")

AND:

THE COUNTY OF OXFORD

Party of the Third Part

(hereinafter referred to as the "County of Oxford")

AND:

THE CORPORATION OF THE COUNTY OF PERTH

Party of the Fourth Part

(hereinafter referred to as the "County of Perth")

The Township of East Zorra-Tavistock, Township of Perth East, County of Oxford and County of Perth have negotiated an agreement among them for the transfer of land, located in the Township of Perth East, to the Township of East Zorra-Tavistock, with the concurrence of the County of Perth and County of Oxford, by way of a restructuring proposal pursuant to sections 172 and 173 of the Municipal Act, S.O. 2001, Chapter 25.

This document sets out the agreement among the municipalities.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements and subject to the terms and conditions set forth in this agreement, the parties hereto agree as follows:

1.0 Effective Date and Implementation

- 1.1 This Agreement, deemed to constitute a restructuring proposal, will be submitted to the Minister of Municipal Affairs and Housing (“the Minister”) for implementation effective January 1, 2009 (“the effective date”). The Minister is authorized by the municipalities to implement the provisions of this Agreement that the Minister has authority to implement. The municipalities agree that all of the provisions of the Agreement are binding upon them, whether contained in the Minister’s Order, or otherwise.

2.0 Lands to be Annexed

- 2.1 This Boundary Adjustment Agreement concerns a proposed annexation of certain lands now situated in the Township of Perth East as follows:

The lands, as offered by the Township of Perth East, are generally as shown on Schedule ‘A’ attached hereto and more specifically described on Schedule “B” attached hereto.

3.0 Agreement:

- 3.1 The parties hereto agree it is in their mutual interests to negotiate an annexation of the said lands from the Township of Perth East to the Township of East Zorra-Tavistock in order to facilitate infrastructure (roads, waterlines, sewers) for residential development and align the municipal corporate boundary with property boundaries.

4.0 Name and Status

- 4.1 The expanded Township will remain the Township of East Zorra-Tavistock.

5.0 Representation

- 5.1 There are no changes proposed for representation for the Township of East Zorra-Tavistock, Township of Perth East, the County of Oxford or the County of Perth.

6.0 Local Boards

- 6.1 There are no local board issues.

7.0 Compensation

- 7.1 Whereas the property tax difference based on 2007 taxation is less than a \$60 increase to the affected property owners, the parties agree there is no provision

for a property tax phase-in or adjustment provisions for the affected property owners.

- 7.2 Whereas the total property taxation is less than a \$200 decrease in overall property taxation to the Township of Perth East and County of Perth, the parties agree there is no provision for property tax compensation between the municipalities.
- 7.3 The Township of East Zorra-Tavistock, being the initiator of the proposal, agrees to undertake prepare and submit the Boundary Adjustment Proposal to the Ministry of Municipal Affairs and pay expenses related to this boundary adjustment proposal such as advertising, hosting public meetings and other similar expenses.
- 7.4 The Township of East Zorra-Tavistock agrees to re-imburse the Township of Perth East and County of Perth for staff costs and expenses directly related to work and expenses incurred related to this Boundary Adjustment Proposal.
- 7.5 Each party shall be responsible for their own legal fees, if incurred, related to this Boundary Adjustment Proposal.

8.0 Tax Collection and Assessment

- 8.1 All real property taxes levied under any general or special Act and uncollected in the annexed area as of the effective date shall be deemed to be taxes due and payable to the Township of East Zorra-Tavistock and shall be collected by the Township of East Zorra-Tavistock.
- 8.2 The Treasurer/Collector of the Township of Perth East shall prepare and furnish to the Treasurer of the Township of East Zorra-Tavistock a special collector's roll for such lands showing all outstanding taxes in the annexed area as of the effective date.
- 8.3 The Township of East Zorra-Tavistock shall have authority to continue with any tax sale procedures that have been initiated by the Township of Perth and have not concluded by the effective date.
- 8.4 For the purpose of the assessment roll to be prepared for the Township of East Zorra-Tavistock for taxation in the year of annexation, the annexed area shall be deemed to be part of the Township of East Zorra-Tavistock and the annexed area shall be assessed on the same basis that the assessment roll for the Township of East Zorra-Tavistock is prepared.
- 8.5 Prior to January 1, 2009, the Clerk of the Township of Perth East shall prepare and furnish to the Clerk of the Township of East Zorra-Tavistock, in respect of the annexed land, a schedule detailing any local improvement charges and/or

drainage charges to facilitate billing of them by the Township of East Zorra-Tavistock with payment of these amounts to be forwarded back to the Township of Perth East to satisfy the original debt incurred.

9.0 Municipal By-laws

9.1 As of the effective date, the by-laws of the Township of East Zorra-Tavistock shall apply to the annexed area as outlined in this Agreement and the by-laws of the Township of Perth East shall cease to apply to such areas except,

- (a) By-laws of the Township of Perth East,
 - (i) That were passed under sections 34 or 41 of the Planning Act or a predecessor of those sections, or
 - (ii) That were passed under the Highway Traffic Act or the Municipal Act that regulate the use of highways by vehicles or pedestrians and that regulate the encroachment or projection of buildings, or any portion thereof, upon or over highways, which shall remain in force until repealed by the Council of the Township of East Zorra-Tavistock.
- (b) By-laws of the Township of Perth East passed under sections 45, 58, or 61 of the Drainage Act or a predecessor of these sections;
- (c) By-laws of the Township of Perth East passed under section 10 of the Weed Control Act;
- (d) By-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Council of the Township of Perth East; and
- (e) By-laws of the Township of Perth East passed under the Development Charges Act which shall remain in force until repealed by the Township of East Zorra-Tavistock or expire under that Act.

9.2 If the Township of Perth East has commenced procedures to enact a by-law under any Act and that by-law applies to the annexed area and is not in force as of the date of annexation, the Council of the Township of East Zorra-Tavistock may continue the procedures to enact the bylaw to the extent that it applies to the annexed area.

10.0 Assets, Liabilities, Rights and Obligations

10.1 All real property, including any highway, street, fixture, easement or restrictive

covenant running with the land of the Township of Perth East located within the annexed area shall vest in the Township of East Zorra-Tavistock as of the effective date. All other assets and liabilities of the Township of Perth East and the County of Perth shall remain the assets and liabilities of the Township of Perth East and the County of Perth as the case may be.

- 10.2 Despite section 10.1 above, any litigation existing as of the date of annexation with respect to the annexed area shall remain the obligation of the Township of Perth East or the County of Perth as the case may be.

13.0 Studies, Plans Records

- 13.1 The Township of Perth East will transfer to the Township of East Zorra-Tavistock any studies, plans, records, designs or similar material that it has prepared and that are public in nature and relate to the annexed lands.
- 13.2 The Township of Perth East agrees that, after the effective date, it will continue to cooperate with the Township of East Zorra-Tavistock by providing such supporting information and documentation as is in its possession or under its control that is requested by the Township of East Zorra-Tavistock to enable the Township of East Zorra-Tavistock to respond to court actions or appeals brought to the Ontario Municipal Board by residents of the annexed lands.
- 13.3 The Township of Perth East agrees to provide the Township of East Zorra-Tavistock the information and documentation on hand with respect to municipal drains located in the annexed lands that may be the subject of assessments under the Drainage Act.

14.0 Dispute Resolution

- 14.1 If a dispute arises with respect to any interpretation of this Agreement, the matter in dispute may be referred for resolution through mediation. The mediator shall be agreed upon by all parties.
- 14.2 If a mediator cannot be agreed upon by all parties, or the dispute is not resolved through mediation, the matter may be referred to arbitration, to be conducted in accordance with the provisions of the Arbitration Act, 1991, except as provided herein.
- 14.3 Where a dispute is referred to arbitration under subsection (2), the decision of the arbitrator(s) shall be final.
- 14.4 If two municipalities are parties to a mediation under subsection (1) or an arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings shall be shared equally between the parties.

- 14.5 If three municipalities are parties to a mediation under subsection (1) or an arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings shall be shared equally between the parties.
- 14.6 If four municipalities are parties to a mediation under subsection (1) or an arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings shall be shared equally between the parties.

15.0 Other Provisions

- 15.1 This Agreement is conditional upon the issuance of an Order by the Minister of Municipal Affairs and Housing implementing the restructuring proposal submitted by the parties.
- 15.2 The invalidity, illegality or unenforceability of any particular provision, article or sub-article in this Agreement shall not affect any other provision of this Agreement, and the balance of this Agreement shall remain valid and in full force and effect notwithstanding any such invalidity, illegality or unenforceability.
- 15.3 The failure of either party to require performance by the other of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. Nor shall the waiver or a breach of any provision by either party be taken or be held to be a waiver of any further breach of the same provision or the breach of any other provision of this Agreement.
- 15.4 This Agreement shall become null and void in the event that the Township of East Zorra-Tavistock, Township of Perth East, County of Oxford and County of Perth become one municipality.
- 15.5 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their successors and assigns.

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

THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK

(SEAL)

Per: _____
Mayor

Per: _____
Clerk

THE CORPORATION OF THE TOWNSHIP OF PERTH EAST

(SEAL)

Per: _____
Mayor

Per: _____
Clerk

THE COUNTY OF OXFORD

(SEAL)

Per: _____
Warden

Per: _____
Clerk

THE CORPORATION OF THE COUNTY OF PERTH

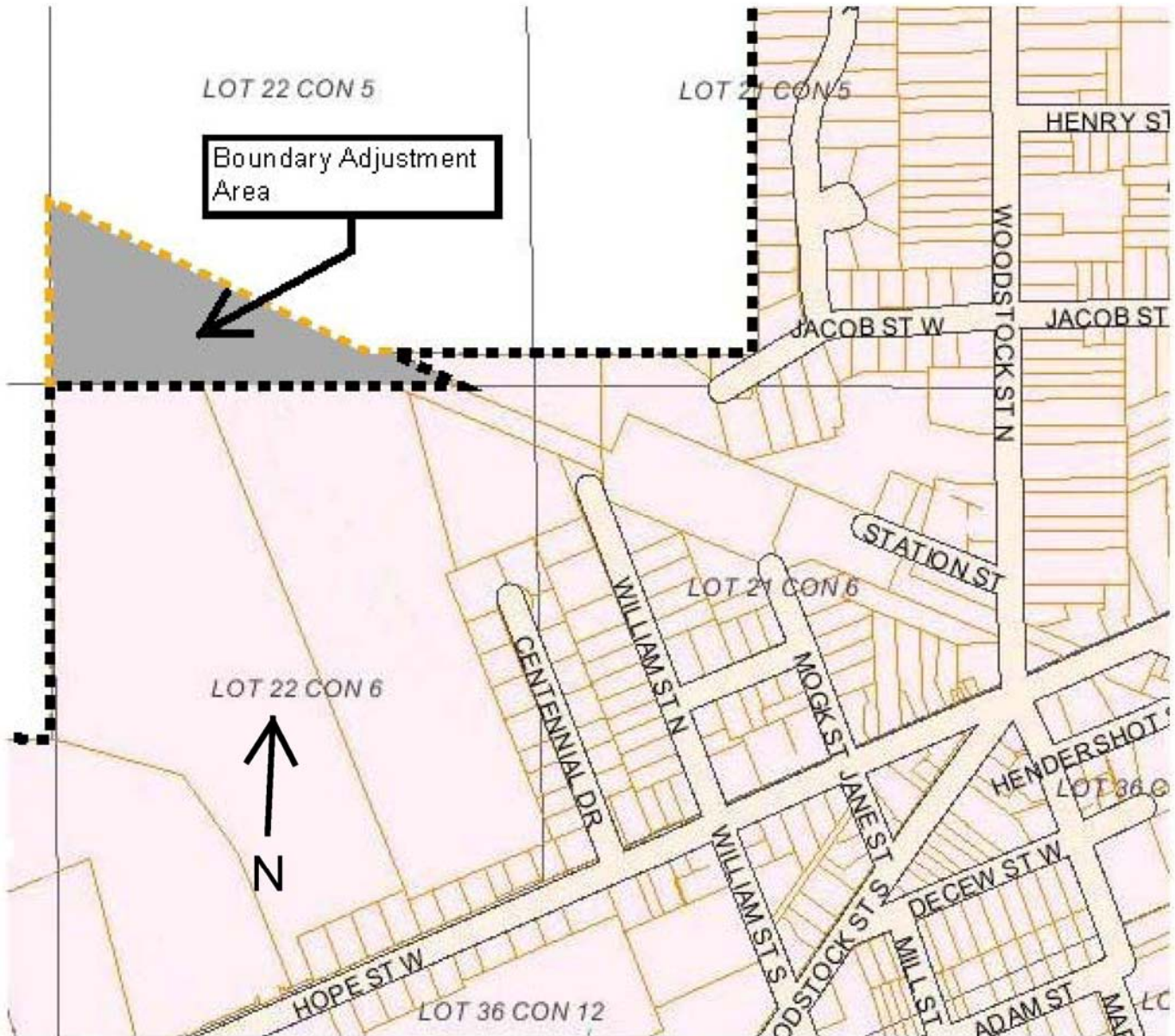
(SEAL)

Per: _____
Warden

Per: _____
Clerk

Schedule "A"

Village of Tavistock



Schedule "B"

DESCRIPTION

Part of Lot 22, Concession 5, in the Township of Perth East, formerly in the Township of South Easthope, in the County of Perth, described as follows:

COMMENCING at the south-west corner of the said Lot 22;

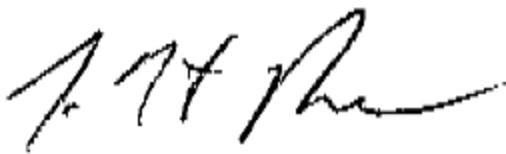
THENCE easterly along the southern limit of the said Lot 22, also being the limit between the Counties of Oxford and Perth, to the eastern Corner of PART 2, Plan 41R-2718;

THENCE north-westerly and south-westerly along the respective limits of the said PART 2, to its western angle;

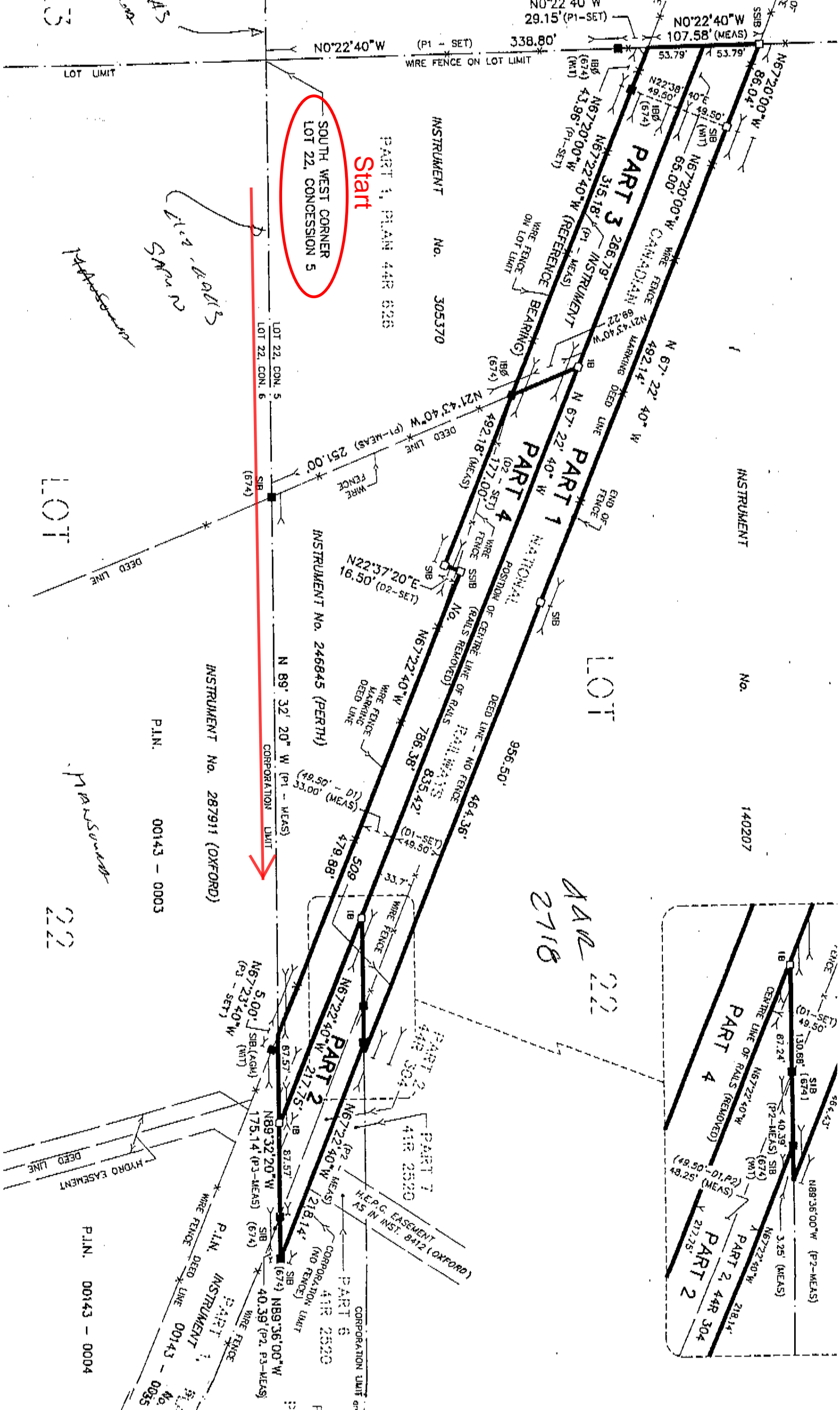
THENCE north-westerly along the south-western limit of PART 1, Plan 44R-2718 to it's intersection with the western limit of the said Lot 22;

THENCE southerly along this last-mentioned limit to the Point of Commencement.

October 14, 2008



T.H. Brooks, O.L.S.



SOUTH WEST CORNER
LOT 22, CONCESSION 5

Start

PART 4, PLAN 44R 626

INSTRUMENT No. 305370

INSTRUMENT No. 140207

INSTRUMENT No. 287911 (OXFORD)

PLAN. 00143 - 0003

PLAN. 00143 - 0004

2118
222

Handwritten notes:
112.6' leads
S.M.N.D.
Mansour

LOT

LOT

222

