

CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3203-2010

**AUTHORIZE THE EXECUTION OF A BOUNDARY ADJUSTMENT AGREEMENT
WITH THE CORPORATION OF THE CITY OF STRATFORD, THE CORPORATION
OF THE TOWNSHIP OF PERTH EAST AND THE CORPORATION OF
THE COUNTY OF PERTH**

Recitals:

1. The Corporation of the City of Stratford (City) is a separated City within the geographical boundaries of the County and is a local municipality for the purposes of *The Municipal Act, 2001, S.O., c.25*;
2. The Corporation of the County of Perth (County) is an upper tier municipality;
3. The Corporation of the Township of Perth East (Township) is a local municipality within the County;
4. The City, Township and County will present, for approval, a proposal and report to restructure pursuant to Sections 172 and 173 of *The Municipal Act, 2001, S.O. 2001, c.25* to the Minister of Municipal Affairs and Housing (Minister) to effect the annexation of certain lands (the annexed lands) from the Township to the City.
5. The Restructuring Proposal requires the annexation of those lands described and set out in a map attached hereto as part of Schedule 'A' to this Agreement.
6. The Restructuring Proposal is anticipated to be approved by the Minister by January 1, 2011.
7. The City and the Township have negotiated an agreement among them for the transfer of the annexed lands located in the Township, to the City, with the concurrence and support of the County, by way of a proposal and report to restructure pursuant to Sections 172 and 173 of the Act.
8. The annexation to the City of the annexed lands will serve to facilitate the proper and orderly development of the annexed lands and the provision of services thereto in order to foster the current and future economic and social well-being of the City, the Township and the County.
9. The Public Meeting as required under *The Municipal Act, 2001, S.O., c. 25* was held at the County of Perth Court House on June 29, 2010. Notice of such meeting was completed as required.

10. It is deemed expedient to execute a Boundary Agreement between The Corporation of the City of Stratford, The Corporation of the Township of Perth East and The Corporation of the County of Perth.

Article: 1.0

1. The Warden and Clerk are hereby authorized to execute the Boundary Adjustment Agreement between The Corporation of the City of Stratford, The Corporation of the Township of Perth East and The Corporation of the County of Perth as in Schedule A attached hereto; and
2. The attached Schedule A shall form part of this by-law; and
3. This by-law comes into force and effect on July 15, 2010.

Read a first and second time this 15th day of July, 2010.

Read a third and final time this 15th day of July, 2010.

“Julie Behrns”

Julie Behrns, Warden

“R. William Arthur”

R. William Arthur, Clerk

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT made this 15th day of July, 2010.

B E T W E E N:

THE CORPORATION OF THE CITY OF STRATFORD

(hereinafter referred to as the "City")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF PERTH EAST

(hereinafter referred to as the "Township")

OF THE SECOND PART;

- and -

THE CORPORATION OF THE COUNTY OF PERTH

(hereinafter referred to as the "County")

OF THE THIRD PART.

WHEREAS the City is a separated City within the geographical boundaries of the County and is a local municipality for purposes of the *Municipal Act, 2001*, S.O. 2001, c. 25

AND WHEREAS the Township is a local municipality in the County;

AND WHEREAS the County is an upper tier municipality;

AND WHEREAS the City, Township and County will present for approval a proposal and report to restructure pursuant to sections 172 and 173 of the *Municipal Act, 2001*, S.O. 2001, c. 25 (hereinafter, "the Act") to the Minister of Municipal Affairs and Housing (hereinafter, "the Minister") to effect the annexation of certain lands from the Township (hereinafter, "the annexed lands") to the City (hereinafter, the Restructuring Proposal");

AND WHEREAS the Restructuring Proposal is anticipated to be approved by the Minister by January 1, 2011;

AND WHEREAS the Restructuring Proposal requires the annexation to the City of those lands described and set out in a map attached hereto in Schedule 'A' to this Agreement;

AND WHEREAS the Parties are desirous of confirming their support of the Restructuring Proposal and their reliance thereon in anticipation of the Minister's approval of the Restructuring Proposal;

AND WHEREAS the City and the Township have negotiated an agreement among them for the transfer of land, located in the Township, to the City, with the concurrence and support of the County, by way of a proposal and report to restructure pursuant to sections 172 and 173 of the Act;

AND WHEREAS the annexation to the City of the annexed lands will serve to facilitate the proper and orderly development of the annexed lands and the provision of services thereto in order to foster and current and future economic and social well-being of the City, the Township and the County;

AND WHEREAS 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 for implementation. The Minister is authorized by the Parties to implement the provisions of this Agreement that the Minister has authority to implement. The Parties agree that all of the provisions of the Agreement are binding upon them, whether contained in the Minister's Order, or otherwise, and will take whatever acts or steps as are necessary, execute such further agreements, undertakings or assurances as may be required to facilitate and implement the Restructuring Proposal both prior to and after the Minister's approval.

1.2 The Parties agree that they have confirmed this Restructuring Proposal by enacting their respective by-laws, on July 12, 2010 (City of Stratford), _____, 2010 (Township of Perth East) and July 15, 2010 (County of Perth), respectively.

1.3 This Agreement proposes to annex lands from the Township to the City on the following effective dates:

Area*	Effective Date
Area 1 as shown on Schedule 'A'	January 1, 2019
Area 2 as shown on Schedule 'A'	January 1, 2015
Area 3 as shown on Schedule 'A'	January 1, 2011
Area 4 as shown on Schedule 'A'	January 1, 2015

2.0 AGREEMENT

2.1 The Parties hereto agree it is in their common interests to negotiate an annexation of the annexed lands from the Township to the City in order to facilitate residential and employment developments thereon.

3.0 NAME AND STATUS

3.1 The expanded City will remain The Corporation of the City of Stratford. The Township and County will remain The Corporation of the Township of Perth East and The Corporation of the County of Perth, respectively.

4.0 AUTHORITY

4.1 The Parties agree that they have the jurisdiction and authority to enter into this Agreement and that they are forever estopped from challenging the validity of this Agreement or any of its provisions before the Courts of Ontario, any administrative tribunal or other authorities having jurisdiction to rescind, vary or amend the provisions of this Agreement without the concurrence of all Parties.

5.0 REPRESENTATION

5.1 There are no changes proposed for municipal representation for the City, the Township or the County. The lands being annexed to the City will be added to an existing ward or wards of the City.

6.0 LOCAL BOARDS

6.1 There are no local board issues.

7.0 COMPENSATION AND COST SHARING

7.1 Compensation between the City and the Township is the subject of a separate agreement between the City and the Township entitled City/Township Compensation Agreement dated _____, 2010.

7.2 A Cost Sharing Agreement between the City and the County is the subject of a separate agreement between the City and the County entitled City/County Cost Sharing Agreement dated July 15, 2010.

8.0 ASSETS, LIABILITY, RIGHTS AND OBLIGATIONS

8.1 Subject to subsections 8.2 and 8.3 below, all assets and liabilities, rights and

obligations of the Township in the annexed lands vest in the City as of the effective dates.

- 8.2 All real property, including any highway, street, fixture, easement or restrictive covenant running with the land of the Township located within the annexed area shall vest in the City as of the effective dates. All other assets and liabilities of the Township and the County shall remain the assets and liabilities of the Township and the County as the case may be.
- 8.3 Despite section 8.2 above, any Court action, application or any other litigation or proceeding, commenced, threatened or pending, existing as of the dates of annexation with respect to the annexed areas shall remain the obligation of the Township or the County as the case may be.

9.0 TAX COLLECTION AND ASSESSMENT

- 9.1 All real property taxes, business taxes, charges or rates levied under any general or special Act by the Township in the annexed lands and which are due and unpaid as of the effective dates shall be deemed to be taxes, charges or rates due and payable to the City and may be collected by the City.
- 9.2 The Treasurer/Collector of the Township shall prepare and furnish to the Treasurer of the City a special collector's roll for the annexed lands showing all arrears of payments, charges or special rates assessed against the annexed lands as of the effective dates.
- 9.3 The City shall have authority to continue with any tax sale procedures that have been initiated by the Township which have not concluded by the effective dates.
- 9.4 For the purpose of the assessment roll to be prepared for the City for taxation and charges in the year of annexation, the annexed area shall be deemed to be part of the City and the annexed area shall be assessed on the same basis that the assessment roll for the City is prepared.
- 9.5 Prior to the effective dates, the Clerk of the Township shall prepare and furnish to the Clerk of the City, in respect of the annexed lands, a schedule detailing any local improvement charges and/or drainage charges to facilitate billing of them by the City with payment of these amounts to be forwarded back to the Township to satisfy the original debt incurred.

10.0 TAX PHASE-IN

- 10.1 Beginning with the effective dates of the annexations outlined in 1.3 above, any increase in the rates of taxes for municipal purposes for those lands that are included in the annexation, which would occur solely as a result of this Agreement,

shall be phased in by one third each year over a period of three years. [e.g. If a property is annexed effective January 1st, 2011 and, as a result of that annexation the taxes for municipal purposes, as determined by application of the appropriate tax rates in the immediately preceding year, result in an increase from \$900 to \$1,200, the taxes for the year 2011 will be the current taxes resulting from application of the City of Stratford tax rate for municipal purposes less \$200, and the taxes for the year 2012 will be the current taxes resulting from application of the City of Stratford tax rate for municipal purposes less \$100, while the taxes for the year 2013 will be the current taxes resulting from application of the City of Stratford tax rate for municipal purposes.

11.0 BOUNDARY ROADS

11.1 The following boundary roads shall be transferred to the ownership of the City. The costs of maintenance of these boundary roads will be shared equally by the City and neighbouring municipality or the County if formerly a County Road. Any costs to upgrade these boundary roads will be borne on a 50/50 basis, notwithstanding that Road 111 is not being transferred to the City, the City agrees with the Township that it will share all maintenance costs on a 50/50 basis; however, the City agrees to pay for any costs to improve the abovementioned roads beyond a recognized rural standard. Any disagreement on the payment towards any of these improvements may be dealt with according to the Dispute Resolution provisions of Paragraph 15.0 herein.

<u>BOUNDARY ROAD</u>	<u>EFFECTIVE DATE</u>
Area 1 - That portion of Hwy 7 & 8 lying between the properties but will not include Road 111	January 1, 2019
Area 2 - That portion of Vivian Line 37 adjacent to the proposed lands to be annexed	January 1, 2015
Area 3 - That portion of Mornington Street not already assumed by the City adjacent to the proposed lands to be annexed	January 1, 2011
Area 4 - That portion of Hwy 8 adjacent to the proposed lands to be annexed.	January 1, 2015

11.2 The City agrees with the other Parties that it will not permit individual residential lots to front directly onto Road 111 in any residential subdivision approved by the City.

12.0 WATER AND SEWERS

- 12.1 Provided municipal water services are available, the Parties agree that owners of the annexed lands will be required to connect to the municipal water system at such time as the lands undergo development or redevelopment.
- 12.2 Providing services are available, the Parties agree that property owners affected by the annexations will be required to cease using their septic systems and connect to the City's sanitary sewer system as a result of the following circumstances, whichever circumstance occurs first:
- (a) The body responsible for inspection/licensing of septic systems determines that the existing septic system is exhibiting operational problems,
 - (b) The structure(s) serviced by the existing septic system undergo(es) upgrading or other changes which in the opinion of the body responsible for inspection/licensing of septic systems will materially affect the ability of the existing septic system to operate in a satisfactory manner, or
 - (c) A period of fifteen years has elapsed since sanitary sewers were available to the property.

13.0 MUNICIPAL BY-LAWS

- 13.1 As of the effective dates, the by-laws of the City shall apply to the annexed lands as outlined in this Agreement and the by-laws of the Township shall cease to apply to the annexed lands except as follows:
- a) Official Plan and by-laws of the County and the Township,
 - i) that were passed under sections 17, 34 or 41 of the *Planning Act* or a predecessor of those sections; or
 - ii) that were passed under the *Highway Traffic Act*, the *Municipal Act*, or the *Municipal Act, 2001* that regulate the use of highways by vehicles or pedestrians and that regulate the encroachment or projection of buildings, or any projection thereof, upon or over highways; or
 - iii) that were passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of these sections; or
 - iv) that were passed under section 10 of the *Weed Control Act*, or
 - v) that confer rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Council of the Township,

shall remain in full force and effect until amended or repealed by the City.

- 13.2 If the County or the Township has commenced procedures to enact or amend a by-law under any Act or to adopt an official plan or official plan amendment under the *Planning Act* or any private applications have been made in respect of same, and that by-law, official plan, private applications or amendments thereto, apply to the annexed lands and are not in full force and effect as of the effective date, the Council of the City may continue the procedures to enact such by-law or official plan or amendment thereto or to consider such private applications, to the extent that it applies to the annexed lands.

14.0 STUDIES, PLANS, RECORDS

- 14.1 The Township and the County will transfer to the City any studies, plans, records, designs or similar documentation or material that they have prepared and that are public in nature and relate to the annexed lands.
- 14.2 The County and Township agree that, after the effective date, they will continue to co-operate with the City by providing such supporting information and documentation as is in their respective possession or under their respective control that is requested by the City to enable the City to respond to any Court proceedings or appeals brought to the Ontario Municipal Board by residents of the annexed lands.
- 14.3 The Township agrees to provide to the City the information and documentation available to it with respect to municipal drains located in the annexed lands that may be the subject to assessments under the *Drainage Act*.

15.0 DISPUTE RESOLUTION

- 15.1 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 unanimously by all Parties.
- 15.2 If a mediator cannot be agreed upon by all Parties, or the dispute is not resolved through mediation, the matter shall be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act*, 1991, except as provided therein.
- 15.3 Where a dispute is referred to arbitration under Section 15.2, the decision of the arbitrator(s) shall be final.
- 15.4 If two municipalities are Parties to a mediation under Section 15.1 or an arbitration under Section 15.2, the costs associated with the mediation or arbitration

proceedings shall be shared equally between the Parties.

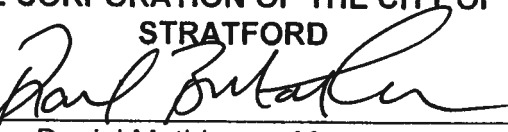
- 15.5 If three municipalities are Parties to a mediation under Section 15.1 or an arbitration under Section 15.2, the costs associated with the mediation or arbitration proceedings shall be apportioned on the following basis: 50% to the City, 25% to the Township and 25% to the County.

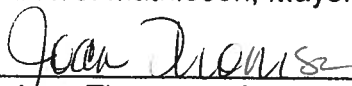
16.0 OTHER PROVISIONS

- 16.1 This Agreement is conditional upon the issuance of an Order by the Minister of Municipal Affairs and Housing under subsection 173(4) or (16) of the Act approving the Restructuring Proposal submitted by the Parties.
- 16.2 This Agreement is conditional upon the City/Township Compensation Agreement and the City/County Cost Sharing Agreement, referred to in Paragraph 7.0, being duly executed, valid and in full force and effect.
- 16.3 The invalidity, illegality or unenforceability of any particular provision, section or subsection 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.
- 16.4 The failure of any part to require performance by the other of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. Any waiver of a breach of any provision by any party shall not 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.
- 16.5 This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns.


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

**THE CORPORATION OF THE CITY OF
STRATFORD**

Per: 
Daniel Mathieson, Mayor

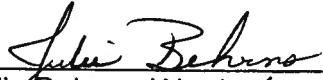
Per: 
Joan Thomson, Clerk

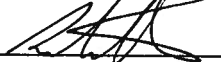
**THE CORPORATION OF THE TOWNSHIP
OF PERTH EAST**

Per: 
Ian Forrest, Mayor

Per: 
Kerri Ann O'Rourke, Clerk

**THE CORPORATION OF THE COUNTY OF
PERTH**

Per: 
Julie Behrns, Warden

Per: 
William Arthur, Clerk

SCHEDULE 'A' - ANNEXATION LANDS

"See Attached"

