This Boundary Adjustment Agreement made this day of September 2025

Between:

The Corporation of the City of Barrie ("City")

And

The Corporation of the Township of Springwater ("Township")

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WHEREAS the City of Barrie, the Township of Oro-Medonte, the Township of Springwater and the County of Simcoe have engaged in discussions intended to develop mutually acceptable growth management solutions across their jurisdictions. To support this effort, the Minister of Municipal Affairs and Housing has tasked the Office of the Provincial Land and Development Facilitator to assist with discussions, to ensure alignment with Provincial priorities, including the creation of housing and employment opportunities.

Whereas the City and the Township have entered into this Agreement for the transfer of land located in the Township to the City by way of a restructuring proposal pursuant to sections 172 and 173 of the Municipal Act, 2001. S.O. 2001, Chapter 25 (the "Act"); and

WHEREAS a description of the lands to be annexed pursuant to this Agreement is attached as Schedule 'A' to this Agreement; and

WHEREAS this document sets out the terms under which the City and ~~,~~ the Township ~~and the County~~ (collectively the "municipalities") shall request that a restructuring order be issued, pursuant to which, certain lands within the jurisdiction of the Township shall be annexed to the geographical area of the City, and to agree upon compensation and other matters respecting the restructuring.

Commented [QA1]: County is not a party

NOW THEREFORE in consideration of the mutual covenants and the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. **Effective Date and Implementation**

1.1 The City and the Township have entered into this Agreement in order to set forth the terms under which they shall request that a Restructuring Order be issued, pursuant to which certain lands currently within the jurisdiction of the Township shall be annexed to the geographical area of the City, and to agree upon other matters respecting the development and growth of the two municipalities and surrounding region.

1.2 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, 2026 or such other date that the Minister's Restructuring Order provides for the subject lands to become annexed to the geographic area of the City ("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 Restructuring ~~Minister's~~ Order, or otherwise.

1.3 This Agreement shall constitute the overarching agreement between the parties and the parties acknowledge and agree that the implementation of this agreement shall require the parties to negotiate and execute further agreements which include, but are not limited to:

- Cross Border Servicing Agreement
- Joint Economic Development Working Group Terms of Reference
- Little Lake Conservancy Trust Terms of Reference and agreement
- Barrie-Springwater Linear Park / Active Transportation Trail Maintenance and Operations Agreement

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1.~~3~~4 This Agreement is conditional upon the approval of the City and Township councils, and then the issuance of an Order by the Minister of Municipal Affairs and Housing implementing the restructuring proposal submitted by the parties and set out in this Agreement. In the event that any of the councils of the parties fails to execute this agreement by November 30, 2025 or the Minister fails or refuses to issue a Restructuring Order by November 30, 2025, then this agreement shall automatically be terminated following which it shall be of no further force or effect.

2. **DEFINITIONS**

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In this Agreement:

"Annexed Lands" means approximately XX properties, with over XX hectares~~600 acres owned by the City in the vicinity of Little Lake Lands~~ within the geographical area depicted ~~the geographical area depicted~~ on the map in Schedule "A", which lands shall be included in the request to the Minister for a Restructuring Order and which Restructuring Order will provide for the annexation of the said lands into the geographic area of the City.~~-~~

"Barrie-Springwater Linear Park/Active Transportation Trail" means the area identified on Schedule "F" as such.

"Buffer Lands" means that portion of the Annexed Lands identified in Schedule "A" which the parties agree will not be developed at any time in the future and that are intended to create a buffer in the form of a linear park between the development occurring in the City and the rural Township lands.[NTD-this needs to be updated once we have a map and a legal description]

"County" means the Corporation of the County of Simcoe.

"Developable Land" means that portion of the Annexed Lands identified in Schedule "A" which the parties agree may~~will~~ be developed for residential, commercial or industrial purposes.

"Effective Date" means January 1, 2026.

~~"Environmental Protection Zones" means that portion of the Annexed Lands identified in Schedule "A" which the parties agree are protected from development by provincial legislation.~~

"Little Lake Lands" means that portion of the lands surrounding Little Lake, that are located in the Township, which Lands are identified on Schedule "A".

"Minister" means the Minister of Municipal Affairs and Housing.

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Commented [QA2]: Schedule "A" should contain a lable for the "Annexed Lands" as such.

Commented [QA3]: There is a definition of "Buffer Lands" but no operative clause which states what is to happen to the buffer lands. Specifically, this clause needs to deal with 1.What mechanism will be in place to protect Buffer Lands
from development in the future?
2. Barrie-Springwater Linear Park / Active Transportation Maintenance and Operations Agreement
3. Need language about preserving the Farm Hedgerows in
relation to this, as the buffer lands will likely occur along these areas.
Also. can we have an explanation of how the environmental restrictions were determined? Ie is it intended to refer only to Wetlands or Provinicially Significant Wetlands?

Commented [QA4]: Schedule "A" should contain a lable for the "Buffer Lands"

Commented [QA5]: Schedule "A" should contain a lable for the "Developable Lands"

Commented [QA6]: It is unclear what lands are intended to be included here. is it the Barrie owned lands only or is it intended to be all of the lands around Little Lake? The intent seems to be to include these in a conservatory and so it probably should include the City owned lands and the non-City owned lands. The word "surrounding" is too vague. They need to be identified on Schedule "A"

"Non-Developable Lands~~Environmental Protection Zones~~" means that portion of the Annexed Lands identified in Schedule "A" which the parties agree are protected from development by law or policy ~~provincial legislation~~.

"Restructuring Order" means the restructuring order to be requested by the parties pursuant to the provisions of the Municipal Act, 2001 to implement the matters set forth in Part II of this Agreement.

3. **Annexed Lands**

3.1 The map describing the Annexed Lands is provided in Schedule "A" to this Agreement~~, which Schedule is an integral part of this Agreement~~.

3.2 Schedule "A" outlines the total area of the Annexed Land and describes the lands the parties agree ~~shall be~~ consist of ~~referred to as~~ the Developable Lands, the Buffer Lands and the Non-Developable Lands.~~Environmentally Protection Zones.~~ The parties agree that the Buffer Lands shall be dealt with in a future agreement which will deal with matters such as (but not limited to:

- how the Buffer Lands will be protected from development in the future;
- an agreement respecting the Barrie-Springwater Linear Park / Active Transportation Trail Maintenance and Operations;
- preservation of the farm hedgerows located within the Buffer Lands; and
- The establishment, governance, funding and operation of a conservancy to carry out the objective set out in Section 4.3(a). The terms of reference for the establishment of the said conservancy shall be established within 12 months of the issuance of the Restructuring Order. The terms of reference shall require an investigation into what type of provincial protections can be requested from the province of Ontario to ensure that decisions made about the Little Lake Lands cannot be reversed and what legislative protections can be enacted by the province to achieve this.

3.3 The legal description of the Annexed Land is pending as of the date of this Agreement but is to be completed and agreed upon by the parties' solicitors and submitted to the Minister without further approval by the Council of either party for inclusion within the proposed Restructuring Order of the Minister. It shall become Schedule "B".

3.4 Schedule "C" is a map showing the existing Township and County roads within the Annexed Lands.

Commented [QA7]: Schedule "A" should contain a lable for the "Non-Developable Lands"

Commented [QA8]: Hemson has identified a City of Barrie need of 800 Ha of lands split into 300 ha. for Employment and 500 ha. for community (residential) needs. The North South map shows a total land transfer of 1129 ha. (less 81 ha. at the top of Bayfield). This exceeds the overall needs identified by Hemson, which were 758 ha. within Springwater (300 ha. of which are employment plus 81 ha. at the top of Bayfield) and 289 ha. within Oro Medonte. In any event, we have amended Schedule A to provide for an alternative and more equitable transfer of land which would see the Bayfield corridor serviced using a "made in Springfield" solution.

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3.5 Schedule “D” is a map showing the proposed ward boundaries of the City resulting from the transfer of the Annexed Lands, and to be confirmed in the Restructuring Order as of the Effective Date.

3.6 Schedule “E” is a map showing the proposed ward boundaries of the Township and County~~ounty~~ resulting from the transfer of the Annexed Lands, and to be confirmed in the Restructuring Order as of the Effective Date.

3.7 Schedule “F” is a map showing the extent of the Barrie-Springwater Linear Park/Active Transportation Trail.

3.8 Schedule “G” is a map showing the extent of the portion of the Little Lake Lands which are intended to be included as part of a conservancy to be known as the Little Lake Conservacy

3.9 Schedule “H” is a map showing the extent of the Forbes Road at Highway 400 expansion to the Midhurst Settlement Area referred to in Section 5.1 (a)

4. **Purpose and Objectives**

4.1 The parties agree that it is within their mutual interests to negotiate the boundary adjustment of the Annexed Lands from the Township to the City in order to support the City’s residential and economic growth needs.

4.2 The parties also recognize the benefits of working together to support environmental sustainability and economic development in the Township, County and City as supported by this Agreement.

4.3 The parties agree that this agreement is intended to address the following three priority objectives:

a) to enable the long-term preservation and public use of lands in the vicinity of Little Lake (“the Little Lake Lands”);

b) to ensure sufficient lands are available for residential growth and provide timely and cost-effective municipal service delivery for potential development within the Annexed lands with priority to lands that have been previously endorsed for Ministerial Zoning Orders; ~~and~~

c) to prioritize the delineation and servicing of lands within the Township and the City that will create employment opportunities for the residents of the two signatory municipalities and broader region; and~~.~~

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d) to promote active transportation by establishing a Barrie-Springwater Linear Park/Active transportation linkage along the newly established boundary between the two municipalities on the Barrie-Springwater Linear Park/Active Transportation Trail.

4.4 The parties recognize that the Annexed Lands contain priority development areas, that are the subject of active MZO applications and will bring much needed seniors related housing and supports to the region. Subject to Council approval, the City of Barrie will advocate for the MZOs to be granted through this restructuring proposal and will support the development approval process for these priority development areas as expeditiously as possible.

4.5 The City will continue the work commenced by the Township and work with the landowners and the Province as necessary to advance approvals for development of the MZO sites at 727 Bayfield Street North, and 742 Bayfield Street North and 731 Sunnidale Rd, based on the proposals submitted for approval and currently under consideration. The parties acknowledge that they cannot fetter the City's discretion in the event the proposals are revised. All City development-related related approvals, fees and charges will apply following approval of the MZO for each property. The parties acknowledge and agree that any application or other fees submitted to the Township for the processing of any Planning Act application or technical engineering review will not be refunded to the Owner and will not be paid to the City as a result of this agreement.

4.6. The City agrees that it will not apply for or request any further annexation of any lands located in the Township before the end of the current planning horizon, being the end of 2056.

Commented [QA9]: On September 3, 2025 Springwater Council passed a Strong Mayors Powers By-law (bylaw 2025-09-03) to allow the Mayor to negotiate cross border servicing of the Bayfield Block. this provision will need to be re-visited depending on the outcome of those discussions. Even though I have removed these lands from the area to be annexed in schedule A, I have kept this provision as is because it can also apply if the lands remain in Springwater and whether or not they are serviced by Barrie or through private developers in Springwater .

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5. **Collaboration Amongst City, County, Township and Province of Ontario**

5.1 The parties to this Agreement shall collaborate with the County, Oro-Medonte and the Province of Ontario to secure financial and other investment in the broader region to support the creation of economic opportunity and employment. Specifically, the parties will prepare a joint request to seek investment in three (3) uniquely located opportunity areas for employment expansion immediately, in particular:

(a) Forbes Road at Highway 400 (expansion to the Midhurst Settlement Area) identified on the map attached as Schedule "H" ~~map (include map)~~. Specifically, the parties will consider opportunities for jointly funding a study to consider the cost of servicing these

lands which will include, as an option, the possibility that these lands be serviced by development located in Springwater~~by the Midhurst Landowners Group.~~ .

(b) Lands around the Lake Simcoe Regional Airport (specifically an airside development area that would complement the future employment lands along Highway 400 for larger employment areas). The proposed collaboration shall~~would~~ also include other initiatives related to the growth of the Lake Simcoe Regional Airport such as the Highway 11 and CR 127 interchanges, hydro upgrades, and other needed infrastructure to stimulate economic development.

(c) Highway 400/Horseshoe Valley Road (lands southwest of Craighurst). The parties will explore this area as a priority location for the development of employment uses.

5.2 The parties will work together and include Oro-Medonte and Simcoe County, to create a Joint Economic Development Strategic Working Group to support coordinated growth strategies and investments. The terms of reference for this working group will be established within 12 months of the issuance of the Restructuring Order.

5.3 In addition to ~~Of~~ the total compensation paid by the City to the Township as described in Article 6 hereof, the City shall pay to the Township, an additional $100,000 per year to~~will~~ be used exclusively for the purpose of funding economic development priorities within the Township of Springwater for a period of 20 years.

5.4 The parties will work together with the County and Province to leverage existing assets suitable for regional healthcare services with the goal of achieving accessible care across both municipalities.

5.5 The City will create a seat for the Mayor of Springwater on the City's proposed Conservation Trust for Little Lake Lands and surrounding area, focused on the preservation of environmentally sensitive areas for community recreational use.

5.6 As of the Effective Date, the City will be responsible for providing all services currently provided by the Township and the County, including but not limited to road maintenance, garbage collection, police and emergency fire services to the Annexed Lands, and except for those services the County currently provides for the City as well as the Township, including long-term care, social services and social housing. The City will work with the County and Township to ensure a seamless transfer of responsibilities. The City shall assume the cost of providing ongoing County services related to the Annexed Lands, after the Effective Date.

5.7 The Chief Administrative Officer (CAO) of each municipality shall designate a lead contact for transition related matters and parties will work together to identify

Commented [QA10]: We have deleted reference to the Midhurst Landowners group and replaced it with a more generic term.

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opportunities to work together to transition governance, communications and municipal service delivery to ensure transition happens in the most cost-effective and efficient manner. Collaboration and information-sharing meetings will occur quarterly unless determined by the parties that they are needed more frequently, and the County will be invited to participate in meetings where matters related to the transfer of roads or County interests are discussed.

5.8 The City of Barrie agrees to amend its policy respecting the use of Barrie recreational facilities by Springwater residents so that Sringwater residents are able to use all Barrie recreational facilities as though they were Barrie residents.

6. Compensation

~~6.1 Whereas the parties acknowledge that the current assessment value of properties within the Annexed Lands results in annual tax revenue of approximately $xxxxx the parties agree upon the following terms and conditions set out in this Article for compensation.~~

6.1~~2~~ The City shall pay the Township compensation based on Twelve Thousand and Five Hundred Dollars ($12,500) per ~~developable~~ acre of Developable Land within the Annexed Land area, which shall be the full extent of compensation that the Township is entitled to in respect of the Annexed Lands.

6.1 Alternate: The City shall pay the Township compensation in an amount equal to the value of the lost taxation value of the Annexed Lands.

6.2~~3~~ Payment shall be made immediately upon execution of this agreement in one lump sum payment.~~in five installments divided equally and payable annually on January 1, 2026 through January 1, 2030, with no consideration for interest.~~

6.2 Alternate: Payment shall be made annually as the current year's assessed value of the properties are established and the taxation is calculated for these properties, in perpetuity.

6.3. The City shall be respoisble for and shall pay all of the Township's costs associated with the annexation, including all of the Townships legal and consulting costs as well as all costs related to notifications to the public (whether by mail or newspaper advertising, any meetings required by the Municipal Act, the cost of searches to describe the annexed lands and any related costs.

Commented [QA11]: The reference to current assessment values has been deleted as it is irrelevant

Commented [QA12]: We need clarification if the Bayfield Corridor has been excluded from the calculation of what is developable. It should be excluded if the Bayfield corridor is no longer annexed. further discussion is required in light of the Strong Mayors bylaw referred to above. in any event, we have calculated the Developable area to be 881.40 ha., if you net out wetlands unevaluated wetlands, all road allowances and all city of Barrie owned lands. A new calculation will be provided for the new Springwater map that we have attached which has a smaller annexation area. The North South map does not reflect the most recent proposed boundary adjustment by Barrie 9ie see south of Centre Vespra and west of Paul Sadlon lands.

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~~[NTD: The City has previously offered to enter into a cross-border servicing agreement with the Township to address the Township's needs related to the development of the lands on Bayfield Street, north of the current municipal boundary. Based on current direction provided by Springwater Council, Springwater support for development of these lands is contingent on servicing being provided by the Midhurst Landowners Group, and the City understands that Springwater is not in favour of a cross-border servicing arrangement. The City's most recent offer proposed the Annexed Lands include the block at the top of Bayfield Street, but excludes compensation for this particular block.]~~

7. **Assessment and Tax Collection**

7.1 Any increase in the property taxes of the Annexed Lands that occurs solely as a result of this Agreement shall be phased in equal installments over twenty (20) years for agricultural land and five (5) years for all other land.

7.2 Notwithstanding subsection 7.1above, the transitional phase-in provisions for taxation shall no longer apply if:

(a) there is a change in ownership of the property (except between spouses or in the case of agricultural lands, as between family members where the transfer is for the purposes of succession planning), or

Commented [QA13]: can use the capital gains definition from the income Tax act if necessary.

(b) a change in the use or character of an eligible property or

(c) a change in its classification under the Assessment Act.

7.3 All real property taxes levied or municipal fees and charges registered on title under any general or special Act and uncollected in the Annexed Lands that are due and unpaid as of the Effective Date shall be deemed on and after the effective date to be taxes, charges and rates due and payable to the City and may be collected by the City.

7.4 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 real property taxes or special rates assessed against the lands in the Annexed Lands up to and including the Effective Date and the persons assessed for them.

7.5 On the first day of the month following the month in which the City has received the special collector's roll from the Treasurer/Collector of the Township under subsection 7.4, the City shall pay to the Township an amount equal to all arrears of real property taxes or special rates assessed against the land in the Annexed Lands, including outstanding penalty and interest charges up to the Effective Date. Any tax arrears acquired by the City

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from the Township on the special collector's roll in subsection 7.2 which are deemed to be uncollectable and written off by the Treasurer of the City, will not be deducted from the City's compensation to the Township under article 6 in the following year.

7.6 The City shall have authority to continue with any tax sale procedures that have been initiated by the Township and have not concluded by the Effective Date.

7.7 For the purpose of the assessment roll to be prepared for the City for taxation in 2026, being the year of annexation, the Annexed Lands shall be deemed to be part of the City and the Annexed Lands shall be assessed on the same basis that the assessment roll for the City of Barrie is prepared. The parties agree that the assessment rolls for the annexed lands shall be provided to MPAC as far in advance of MPAC's keying cutoff date as possible to ensure that the 2026 tax rolls are prepared based on municipal boundaries as of January 1, 2026.

7.8 Prior to November 1, 2025 , 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 other 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.

8. **Utilities Transfer**

8.1 The City ~~and the Township~~ will work together with Alectra Utilities Corporation (Alectra) to jointly apply to the Ontario Energy Board for approval to align the provision of hydro services by Alectra with the new municipal boundaries. This shall all be undertaken at Barrie's sole cost and expense. The Township agrees to cooperate in this process.

8.2 The City and the Township will each notify Enbridge in regard to the transfer of the Annexed Lands and the City will work together with Enbridge to obtain any regulatory approvals that may be required. This shall all be undertaken at Barrie's sole cost and expense. The Township agrees to cooperate in this process.

8.3 The City ~~and the Township~~ will work together for any other utility transfers that may be necessary for utility services to follow the new municipal boundaries. This shall all be undertaken at Barrie's sole cost and expense. The Township agrees to cooperate in this process.

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9. **Municipal By-laws and Official Plans**

9.1 From and after the Effective Date, and subject to the provisions of this Agreement, the by-laws of the City shall apply to the Annexed Lands and the by-laws of the Township shall cease to apply to such areas except,

(a) By-laws of the Township or County,

(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, 2001, or predecessors of those Acts, that regulate the use of highways by vehicles and/or pedestrians or that regulate the encroachment or projection of buildings, or any portion thereof, upon or over highways,

(b) By-laws of the Township passed under sections 45, 58, or 61 of the Drainage Act or a predecessor of that Act;

(c) By-laws of the Township passed under section 10 of the Weed Control Act or predecessors of that section; or

(d) By-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Council of the Township.

€ Each municipality shall update its official plan and zoning bylaw to reflect the new boundary of each municipality and each municipality agrees to permit existing legal uses and existing legal non-conforming uses to continue under the new Official Plan and zoning bylaw. The City agrees to circulate the Township with any Planning Act application that it receives for lands located within the Annexed Lands, whether or not the Planning Act requires such a circulation. The City agrees to provide the Township with copies of the contents of all such application at the City's cost and expense. Drafts of any official plan amendment or zoning bylaw amendment for such applications shall be provided to the Township in advance of their adoption or passage for comment.

9.2 If the Township has commenced procedures to enact a by-law under any Act and that by-law applies to the Annexed Lands and is not in force as of the date of annexation, the Council of the City will determine whether or not to continue the procedures to enact the bylaw to the extent that it applies to the Annexed Lands. Nothing in this section shall have the effect of restricting or limiting the jurisdiction of the City in relation to any planning matter that may hereinafter be considered. [NTD-this section may not be necessary, but we

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should have the Township's Clerk confirm that there are no active applications or proceedings that impact the Annexed Lands before removing it.]

9.3 The Official Plan of the Township and/or County, as it applies to any part of the Annexed Lands and approved under the Planning Act, becomes the Official Plan of the City with respect to the Annexed Lands and shall remain in force and effect until repealed or amended to provide otherwise by the Council of the City. Following the Effective Date, the Annexed Lands shall remain subject to the Township's Official Plan and Zoning By-law then in effect until changed by the Council of the City and approved or in force. Nothing in this Agreement shall impact the City's ability to determine land use matters in respect of the Developable Lands.

9.4 During the period preceding the Effective Date, the Planning Staff of the Township shall ensure that their City counterparts are fully apprised of any and all development applications and other planning approvals (whether the same are merely anticipated, in pre-consultation or other informal discussions, or if a formal application has been made) affecting the Annexed Lands, with a view to ensuring that any ongoing planning processes may continue without undue delay from and after the Effective Date.

9.5 Except as specifically provided for in this agreement, n~~N~~othing of a general nature in this Agreement shall have the effect of restricting or limiting the jurisdiction of the City in relation to any planning matter that may hereinafter be considered.

9.6 From and after the effective date, by-laws of the City passed under the Development Charges Act, 1997, or a predecessor of that Act shall apply in the Annexed Lands until repealed or amended by the Council of the City.

10. **Assets, Liabilities, Rights and Obligations**

10.1 All real property, including any highway, street, fixtures, easements or restrictive covenants running with the land of the Township located within the Annexed Lands, shall vest in, and all liabilities associated with this real property shall be assumed by, the City on the Effective Date. All other assets and liabilities of the Township and the City~~county~~ shall remain the assets and liabilities of the Township and the City~~county~~ as the case may be. To the extent that the title to any property located within the Annexed Lands must be changed or amended to implement anything in this agreement, it shall be undertaken at the sole cost and expense of the City.

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10.2 Development charge reserve funds held by the Township and the City ~~ounty~~ that may be for purposes that would benefit the Annexed Lands, shall remain with the Township and City~~ounty~~.

10.3 Any liability of the Township or City~~ounty~~ related to ~~in respect of~~ the Annexed Lands, in respect of:

(a) causes of action relating to acts or omissions of the Township or City~~ounty~~ where such acts or omissions occurred prior to the Effective Date;

(b) litigation commenced against the Township or City~~ounty~~ prior to the Effective Date for the Initial Phase;

(c) any obligations or other arrangements of the Township or City~~ounty~~ under which any promise shall have been made to a third party in exchange for approvals or the inclusion of particular lands within the Annexed Lands;

(d) debentures or other similar obligations that bind all of the assets of the Township or City~~ounty~~; or

(e) debentures or other similar obligations that bind assets of the Township or City~~ounty~~ including assets of the City~~ounty~~ within the Annexed Lands, but which are not limited to assets of the Township or City~~ounty~~ within the Annexed Lands,

shall become~~remain~~ liabilities and obligations of the ~~Township or~~ City~~ounty~~ respectively.

10.4 Without limiting the generality of subsection 10.1, any reserve fund, trust fund, or other account ("Funds") of any nature held by the Township on the effective date, which is held for the sole purpose of maintenance, improvement or operation of any of the assets referenced in subsection 10.1, shall be transferred to the City on the effective date. To the extent that such Funds are held by the Township for the purpose of the Annexed Land in accounts that apply to a broader area, a proportionate amount of the Funds shall be transferred to the City to be used for the benefit of the Annexed Lands.

10.5 To the extent that anything in this agreement or its implementation triggers the duty to consult First Nations, that duty shall be carried out by the City of Barrie at the City of Barrie's own cost and expense.

11. Studies, Plans, Records and Data

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11.1 The Township will transfer to the City any studies, plans, records, data, designs or similar material that it has prepared and whether internal or public in nature that relate to the Annexed Lands, including but not limited to:

(a) Any condition assessments or inspection records or data of the roads/culverts/other assets, and all GIS data related to same that would have been used in managing those assets, collected by the Township or the County, from a maintenance management system or other.

(b) Historical and active building permit information.

(c) Inventory and any data on septic systems, private wells, municipal wells.

(d) Records related to any Environmental Compliance Approvals within the annexed lands

(e) Inventory of registered second suites.

(f) GIS data/files for addressing parcel fabric.

(g) History/data on bylaw enforcement and/or complaints, and any bylaw exemptions that have been provided.

(h) municipal drains located in the Annexed Lands that may be the subject of an assessment under the Drainage Act.

At the sole cost and expense of the City

11.2 The Township agrees that, after the Effective Date, it will continue to cooperate with the City by providing such supporting information and documentation as is in its possession or under its control that is requested by the City to enable the City to respond to court actions or appeals brought to the Ontario Land Tribunal regarding the Annexed Lands.

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12. **Notice**

12.1 Any notices required or permitted to be given pursuant to this Agreement shall be given to the City Clerk and the Clerk of the Township respectively, to be delivered by email, personally or by prepaid ordinary mail, as follows: [NTD-please confirm if Clerk to receive notice]

in the case of the City,

City Hall, 70 Collier Street

Barrie, Ontario

L4M 4T5

Attention: City Clerk

Email: xxxxx

and

in the case of the Township,

Township of Springwater

2231 Nursery Road.

Minesing, Ontario

L9X 1A8

Attention: Jennifer Marshall, Township Clerk

Email: Jennifer.marshall@springwater.ca~~xxxxx~~

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Where notice is given by prepaid ordinary mail, it shall be deemed to have been received five (5) days following posting; however, where notice has been given personally or by email, it shall be deemed to have been received immediately upon delivery. Either party may change its address by giving notice of such change in accordance with the foregoing.

13. **Dispute Resolution**

13.1 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. Before resorting to any of the formal dispute resolution mechanisms in this Agreement, the staff of the municipalities and/or designated members of the municipalities' Councils shall first meet with one another to attempt to resolve any differences through informal means. Despite the foregoing, either party may invoke the formal resolution mechanisms if either it or the other party is unwilling to engage in such informal means of dispute resolution.

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13.2 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.

13.3 Where a dispute is referred to arbitration under subsection 14.2, the decision of the arbitrator(s) shall be final.

13.4 The costs associated with the mediation or arbitration proceedings shall be shared equally between the parties.

13.5 The parties agree that this Agreement may be enforced by a court of competent jurisdiction.

13.6 The municipalities agree that if either party believes the Minister has failed to implement the parties' restructuring proposal(s) exactly in accordance with this Agreement, whether by failing to include an agreed upon matter, changing a matter agreed upon in this Agreement or by adding a matter or condition not contemplated by this Agreement or the parties, that party shall give written notice to the other parties and the Minister and the municipalities shall, following the dispute resolution provisions set out in section 13, reach an agreement or have the arbitrator determine how that matter should be resolved, or enter into an agreement amending this Agreement (the "Amending Agreement"). Accordingly, the municipalities shall together make a further proposal or proposals to the Minister for a further restructuring order to implement that Amending Agreement. The municipalities agree that they shall continue to follow this process until all parties are satisfied.

14. **General**

14.1 The parties acknowledge that they are municipal corporations and that their legal names are as set forth in this Agreement.

14.2 The terms and provisions of this Agreement shall be interpreted and applied in compliance with any applicable Provincial legislation, regulations, orders, and directives. In the event of an inconsistency between this Agreement and the provisions of any such Provincial legislation, regulation, order or directive, this Agreement shall be deemed to have been automatically amended to the minimum extent required to eliminate such inconsistency.

14.3 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

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balance of this Agreement shall remain valid and in full force and effect notwithstanding any such invalidity, illegality or unenforceability.

14.4 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.

1.5 In addition to the mechanisms specifically set forth in this Agreement for the implementation of the matters described in this Agreement, the parties shall generally cooperate with one another and perform such further and other actions, share information and give such further and better assurances in relation to this Agreement, as may be reasonably necessary to achieve the objectives of this Agreement.

14.6 Subject to the Municipal Freedom of Information and Protection of Privacy Act, both parties will at all times hold confidential information in strictest confidence as it does its own confidential information.

14.7 The headings in this Agreement are for ease of reference only and are not part of the text of this Agreement.

14.8 Time is of the essence of this Agreement and all parts thereof.

14.9 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their successors and assigns.

14.10 List of Schedules

The following Schedules are an integral part of this Agreement:

“A” Map of Annexed Lands

“B” Legal Description of Annexed Lands

“C” Map showing Township and County roads within the Annexed Land to be transferred to the City

“D” Proposed City Ward Boundaries within Annexed Lands

“E” Proposed reduced Township Ward Boundaries resulting from the Annexation

14.11 This Agreement constitutes the complete and exclusive statement of the agreement between the parties, and supersedes all proposals, discussions, and all other communications or representations between the parties (whether oral or written), relating to the subject matter of this Agreement.

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

THE CORPORATION OF THE CITY OF BARRIE

Per: Alex Nuttall, Mayor

Per:

Wendy Cooke, Clerk

THE CORPORATION OF THE TOWNSHIP OF SPRINGWATER

Per:

Jennifer Coughlin, Mayor

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Per: xxxx, Clerk

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