

Town of Hanover

**Local Growth Management Scoped Comprehensive
Review**

**Phase 2 - Restructuring & Community Engagement
Component**

**Stages 1-3 Summary Report for Circulation to The Ministry of Municipal
Affairs and Housing, Western Municipal Services Office, Minister Bill
Walker and Minister Lisa Thompson**

**Prepared by Fournier Consulting Services for Meridian Planning
Consultants**

January 6, 2021

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Executive Summary:

This project was conducted in concert with the growth management component by Meridian Planning Consultants (MPC)¹, involving a collaborative and flexible process for negotiations with all relevant partners that specifically address the Town of Hanover's (the Town's) residential and non-residential land requirements within the 20-25 year planning period and beyond to the 50-100 year planning horizon. The process is designed to:

- Identify the opportunities and constraints found in all relevant documentation regarding restructuring (annexation, amalgamation, etc.) and inter-municipal programs/services (e.g., police, recreation and landfill) initiatives undertaken by the Town with adjacent municipalities over the last 10-20 years;
- Incorporate 'best practices' approach for negotiations with all prospective municipal partners (local and county levels) through a review of relevant restructuring agreements approved by the Province;
- Document each stage of the project; and
- Ensure communications including meeting summaries and oral and written reports/communications between the Town and all municipal and provincial partners is maintained throughout the process.

In order to achieve these objectives a four (4)- stage work plan was developed by Fournier Consulting Services (FCS), including:

1. Review of local municipal restructuring activity and research on relevant restructuring agreements approved by the province;
2. Conduct meetings with members of Town Council, staff and consultant team to identify all provincial and municipal partners and establish engagement protocols;

¹ Based on the Phase 2-Restructuring Component prepared by Meridian Planning Consultants for the Town of Hanover, February 3, 2020, pp. 17-18, and approved by the Hanover Town Council on March 2, 2020.

3. Schedule, conduct and summarize all findings and outcomes arising from initial and follow-up meetings with all provincial and municipal partners, including the options for further consideration by the Town of Hanover and municipal partners; and present the Stage 3 summary report for further input from all provincial partners, local MPPs and Ministry of Municipal Affairs and Housing (MMAH) Western Municipal Services Office (MSO) office staff; and
4. Incorporate input from provincial partners into a stage 4 summary report and meet with Town Council and Staff to determine next steps.

Work on this component commenced with a start-up meeting on March 13, 2020 involving Town Staff, Council members and the consultant team of MPC and FCS. This summary report incorporates all relevant documentation, attached appendices and provides a summary of the work conducted and outcomes achieved by the Town of Hanover in the first three stages of the work plan carried out over the last eleven months. The stages for the work plan were not conducted sequentially. Throughout the engagement process work on stages 1-3 would overlap when necessary in response to matters, for example, that were raised in Stage 3 and applied to tasks in Stages 1 or 2. A activity task log was developed for these tracking purposes and is found in the Stages 2-3 Appendix E to this report.

This report will be circulated to the staff at the MMAH-Western MSO in London and Ministers Bill Walker and Lisa Thompson during the first week of January 2021. Input from the provincial staff and local MPPs will be subsequently incorporated into a Stage 4 summary report for review by Town staff and Council on January 18, 2021, at which time Council will be presented with and consider options on how to move forward and achieve its long-term growth and land supply needs over the next 20-25 years and beyond into the 50-100 year planning horizon.

1.0 Stage 1 - Review of Local Municipal and Provincial Restructuring Activity

The scope of work in this stage of the Phase 2 restructuring component was identified during the start up teleconference meeting hosted by MPC on March 13, 2020. This preliminary scope of work was further developed and directions established through meetings with Town staff over the months of May and June 2020, the details of which are summarized in the Stage 2 section of this report.

1.1 Local Municipal Restructuring Activity:

Documentation was initially compiled by MPC that summarizes the boundary expansions, restructuring activities and related growth planning initiatives at both the County and local levels since 1973. The Town's earlier efforts to annex lands to the north, east and south in Bentinck Township (now the Municipality of West Grey) resulted in boundary expansions in 1976, 1979 and 2000 to meet its future growth needs at the time. However, over the last 10-15 years the concerted efforts by the Town to either expand its boundaries or enter into co-operative service development agreements with the Municipality of West Grey to meet future urban growth needs have not been realized for a variety of reasons.

The details of these activities, which are documented in the Stage 1-Appendix A- Local Restructuring Activity attached to this report, include:

- Hanover Documents Reviewed (#3)- the details of which are summarized in a table of restructuring and growth planning activities by the Town from 1973 to 2020;
- 1999 amalgamation initiative (#8)- the Town's involvement in this process did not result in Hanover joining with neighbouring municipalities that resulted in the formation of the new Municipality of West Grey. A copy of an article in a local paper published in February 1999 sheds some light on some of the reasons for the outcome- refer to notes prepared by CAO/Clerk Brian Tocheri as part of a presentation by Town officials to the Hanover Chamber of Commerce AGM in 2016 and the summary of community consultations found in the Stage 3 section of this report;
- Hanover Boundary Maps (#1) depicting the Town's boundary extensions (annexations) in 1976, 1979 and 2000, Map Area D recommended for expansion in

February 3, 2010 report (105 gross hectares), Magwood Barns minimum distance separation (MDS) (2010)- 22 hectares, and Future Secondary Plan lands added in West Grey by decision of the OMB to County OP (OPA-80) on October 4, 2012 (140 hectares);

- Presentation to MMAH July 6, 2010 (#2)- efforts by the Town to extend its boundary to accommodate urban growth from April 1, 2008 to April 26, 2010 (please refer to the restructuring activity table) culminated in a formal presentation regarding the Town's restructuring proposal to annex lands in the Municipality of West Grey to the Minister of Municipal Affairs and Housing, Jim Bradley, on July 6, 2010. (The lands are depicted on the "Map Area D recommended for expansion in the February 3, 2010 report (105 gross hectares)" in support of the presentation). The Town's request for a restructuring order was not acted upon by the province and the Town was urged to work with its municipal neighbours through the County of Grey on its options to meet future growth requirements;
- Hanover-West Grey Co-operative Charter, November 2013 (#4)- as Grey County worked on designating development lands through amendments to its official plan (i.e., OPA-80-lands depicted on the above referenced Future Secondary Plan land referenced above- and OPA-122) between December 2011 to November 2013, collaborative efforts to work with the Municipality of West Grey resulted in an agreement between the Town and the Municipality of West Grey regarding the extension of services for development. West Grey had indicated that the municipality had no interest in annexation but was willing to work together on the extension of municipal services to accommodate growth;
- Magwood Lands 2014 (#5)- this map depicts the extent of the lands held by a large agricultural landowner known as the Magwood Family Farm adjacent to the Town's current boundary. The extent of this land holding increased in size from 20 to 161 hectares (50 to 400 acres) between 1995 and 2002.² The owners expressed no interest in developing their lands which led to their appeal to the OMB of the Grey County OPA-122 in April 2014;
- Addendum 3 to OPA 122- prepared and approved by the County of Grey sets out the minutes of settlement (MOS) between Magwood Family Farms, the Town of

² Information provided by the Town of Hanover CBO/Director of Development.

Hanover and the Municipality of West Grey in August of 2015. The MOS restricted agricultural growth to the current (2015) livestock buildings and agricultural uses and approved limited commercial and open space uses in a designated West Grey secondary plan area;

- Hanover Population Draw Analysis 2015 (#7)- the firm of Malone, Given & Parsons (MGP) Ltd. prepared a report in August 2015 that documented the Town's importance as a market centre serving a regional population of 40,600. Additional information such as resident/non-resident splits on the use of the Town's services, e.g., 60% of the users of the Town's indoor pool live outside of the Town³ is further evidence of its regional influence. MPG also noted in its report that once a shortage of commercial properties occurs, the land values will escalate too high. Town staff has indicated that currently the infilling of commercial lots has been exhausted and is no longer an option. In moving forward, the importance of maintaining and enhancing the Town's regional role is a critical factor in the Town's efforts to address its long-term growth planning and land supply needs;
- The Town's efforts to eliminate detrimental policies affecting the working relationships with neighboring municipalities by its decision to eliminate all non-resident fees for parks, recreation and cultural services in August of 2016 (#3); and
- 2019 informal meetings held in May with the Mayors of Hanover and West Grey and a follow-up meeting in October with the Mayors and Deputy Mayors of Hanover and West Grey regarding the Town's desire to discuss the need for boundary expansions (#9)- the Mayor of West Grey maintained the position that the municipality would entertain the extension of services, only, during the meeting in May and subsequently indicated that the Town should either look to urban intensification within its boundaries, or look elsewhere, e.g., the Municipality of Brockton, or maintain the status quo in the meeting held in September. At this meeting Mayor Paterson noted the Town's concerted intensification efforts and highlighted the recent employment job commercial retailing losses due to the lack of suitable lands for development by Home Depot and Trillium Insurance-refer to Background Notes on Informal Political Annexation Initiatives in Stage 1-Appendix

³ Data provided by the Town of Hanover.

A files. The matter of urban intensification is addressed in more detail in the Stage 3 section of this report.

A review of this documentation leads to a number of observations. It is quite evident that the Town has actively pursued a variety of paths to meet its long-term growth needs particularly through the County of Grey and the Municipality of West Grey. This journey, which has been well documented, has had its share of successes and disappointments and, as such, provides context and serves as a good basis to explore all of the opportunities that will enable the Town to move forward. These opportunities are pursued in the development of the municipal restructuring –engagement process in Stage 2 of this report.

Attached is Stage 1 - Appendix A-Local Restructuring Activity (1973-2020), which should be viewed in conjunction with this section of the report:

- #1- Hanover Boundary Maps, 1976 & 1979; Restructuring January 2000, Boundary Map 2000, Map Area D recommended for expansion in February 3, 2010 report (105 gross hectares), Magwood Barns MDS (2010)- 22 hectares; and Future Secondary Plan lands added in West Grey by decision of the OMB to County OP (OPA-80) on October 4, 2012 (140 hectares);
- #2-Presentation by Town officials to MMAH Minister Jim Bradley, Proposed Expansion Area, July 6, 2010;
- #3-Town of Hanover Documents Reviewed 1973-2020;
- #4-Hanover-West Grey Co-operation Charter November 2013;
- #5-Magwood Lands 2014;
- #6-Addendum 3 to Grey County OPA 122 Report (Minutes of Settlement) 2015;
- #7-Hanover Population Draw Analysis 2015;
- #8-Notes prepared by CAO/Clerk Brian Tocheri in his presentation to the Hanover Chamber of Commerce AGM 2016; and
- #9-Background Notes on Informal Political Annexation Initiatives held on May and October 2019.

1.2 Review of Provincial Restructuring Activity and Legislative Requirements

The second component of the Stage 1 work plan involved researching relevant restructuring (annexation & amalgamation) proposals approved by the Province. This step will provide an overview of the key elements that has led to the successful experiences that are both relevant and useful to the Town of Hanover when Council and staff convene later in January 2021 to consider options on moving forward. The research also involved a search and review of upper tier boundary changes and their context. This section concludes with an overview of the current legislative requirements for provincial approval of a restructuring agreement between two or more municipalities.

Town of Hanover Municipal Restructuring Engagement Project Relevant Provincial Restructuring Examples Involving Counties and Local Municipalities with Local Boundary Adjustments		
Municipalities	Date	Type of Restructuring & Key Elements
#1 - Town of Carleton Place/Township of Beckwith/Lanark County	2011	<ul style="list-style-type: none"> ✓ Annexation: ✓ No loss of development fees (residential) in annexed lands; ✓ Share new tax revenues for extended period of time (industrial& commercial)- 38 years; and ✓ Cover all direct costs e.g., legal.
#2 & #3 - Town of Carleton Place/Mississippi Mills/Lanark County	2012 & 2014	<ul style="list-style-type: none"> ✓ Annexation: ✓ No loss of development fees (residential) in annexed lands; ✓ Share new tax revenues for extended period of time (industrial& commercial)- 38 years; and ✓ Cover all direct costs e.g., legal.
#4 & #5 - City of Brantford/County of Brant	Draft 2016	<ul style="list-style-type: none"> ✓ Annexation in 3 stages- initial and residential and employment lands: ✓ Payment of County taxes phased-out over 10 years; ✓ Residential and employment lands annexation phase-ins based on % of development triggers;

	Approved 2016	<ul style="list-style-type: none"> ✓ Payment of legal fees; and ✓ County guaranteed defined % capacity use of City waste and water services. ✓ Annexation: ✓ Lump sum payments made to County for 10 years; ✓ Payment of City taxes phased-in over 10 years;
#6 - Township of Elizabethtown-Kitley/ United Counties of Leeds & Grenville/City of Brockville	Draft 2016	<ul style="list-style-type: none"> ✓ Annexation: ✓ Lump sum payments by the City to the Township; ✓ Payment in lieu of taxes arrears paid by City and County; ✓ Common waste water and water rates applied; ✓ Sources of revenue identified for Capital construction and improvements to water and waste water systems; ✓ All new expansions to water and waste water systems to paid for by developers; and ✓ Fire and recreational services fees addressed.
#7 - Municipality of Strathroy-Caradoc/Township of Adelaide Metcalfe/County of Middlesex	2017	<ul style="list-style-type: none"> ✓ Annexation: ✓ 20 year annual lump sum payment to the Township.
#8 - City of Woodstock/Township of Norwich/County of Oxford	2018	<ul style="list-style-type: none"> ✓ Annexation: ✓ 5 year tax phase-in for annexed lands.
#9 - Township of Southwest Oxford/City of Woodstock	Proposed 2019	<ul style="list-style-type: none"> ✓ Annexation: ✓ On-going tax loss compensation (in perpetuity); and ✓ One-time new residential fee compensation (\$250.00).
#10 & #11 - City of Stratford/County of Perth/ Township of Perth South	Proposed 2020 Approved	<ul style="list-style-type: none"> ✓ Annexation: ✓ On-going tax loss compensation; ✓ Share of new tax revenues; and ✓ New formula for shared services costs. ✓ Annexation:

	2020	<ul style="list-style-type: none"> ✓ On-going tax loss and new tax compensation based on city assessment.
#12 - Town of Ingersoll/Township of Southwest Oxford/County of Oxford	Proposed 2020	<ul style="list-style-type: none"> ✓ Annexation based on 20 yr. industrial and residential land needs; ✓ 10 year tax phase-in in annexed lands; ✓ Base compensation for lost taxes in perpetuity, except one large manufacturer-adjusted annually by CPI; ✓ Payment of one-time fee for new residential units; ✓ Town purchases street extension at market value; and ✓ Town pays 24 % of the large manufacturer's net taxes in perpetuity.
Involving Regions and Local Municipalities with Local and Regional Boundary Adjustments		
#13 - Town of Milton/ Region of Halton & City of Mississauga/ Region of Peel	2010	<ul style="list-style-type: none"> ✓ Lands in Milton/Peel annexed to Mississauga/Peel: ✓ One-time lump sum payment by Mississauga/Peel to Milton/Halton.
Relevant Amalgamation Example		
#14 - County of Northumberland, Town of Port Hope, Township of Hope, Municipality of Campbellford/Seymour, Township of Percy and Village of Hastings	2001	<ul style="list-style-type: none"> ✓ Amalgamation: ✓ Name Changes Procedures; ✓ Wards and Representation (Number and Titles of Elected Positions); ✓ Elections; ✓ Boards and Commissions; ✓ Departments; ✓ By-laws; ✓ Assets and Liabilities; ✓ Reserves and Reserve Funds; ✓ Taxes and Assessment Rolls; and ✓ Transition Board.

Many examples are cited above that underscore a creative and responsive approach to the annexation restructuring process. It's clear that a lot can be placed on the table (e.g., phasing property tax payments over specified periods of time or perpetuity, sharing new revenue, lump sum payments, waste water and water services fees, private and public revenue sources for new capital infrastructure expenses and adjustments to shared

services costs) and discussed to produce a win-win situation; an approach the Town must embrace and pursue.

The vast majority of amalgamations took between 1996-2001 in Ontario⁴. Copies of pre-2000 amalgamation agreements are not available on the Ontario Gazette website; moreover the range of matters addressed in the agreements available online from 2000-2001 are all very similar in terms of content. The Port Hope et al. example in the above table is representative of the details and matters addressed in this type of restructuring. Examples of upper-tier (county or region) boundary changes are not common but exist, including one example noted as #13 in the foregoing table, involving the Regions of Halton (Town of Milton) and Peel (City of Mississauga) approved in 2010. Alternatives to formal restructuring such as inter-municipal servicing and development agreements are common and included for consideration when the Town considers all of its (Stage 4) options later in January 2021.

A more detailed look at the provincial and legislative requirements for restructuring follows below.

1.3 Overview of the Municipal Restructuring Process:

In Ontario, the restructuring process provides for Municipal boundary and jurisdictional changes through a variety of means, including: (a) the annexation of lands between one or more municipalities; (b) the amalgamation of two or more municipal jurisdictions; (c) the establishment or dissolution of a municipality; and (d) the change of a municipality's association with an upper-tier municipality. This section focuses on the most common forms of restructuring to meet the growth needs of the Town of Hanover, namely annexation or amalgamation. Under these principal forms of restructuring, annexation involves the transfer of jurisdiction of land(s) from one municipality to another, while the merging of municipal jurisdictions into a new municipality is achieved through amalgamation.

Municipalities may utilize these processes to accommodate future growth needs, combine resources and build capacity, or realign a boundary that passes through or is adjacent to a road or building.

⁴ Municipal Restructuring Activity Table, Province of Ontario, August 17, 2018.

In consultation with Provincial staff there are several key components and principles that are essential to the restructuring process:

- Municipal restructuring proposals *are developed locally* and implemented by *Minister's order*, at the Minister's *discretion*;
- A restructuring agreement requires *willing partners* at both *the local and county levels*;
- The proposal cannot negatively affect *the financial viability of any partner*;
- The proposal must be based on a *demonstrated need* (the Province is also quite receptive to proposals that incorporate cost-saving measures);
- *Public meetings and consultation*, including with any *indigenous groups*, must be *held and documented*; and
- *Direct communications* (meetings, etc.) designed to keep the *MSO regional office in London* and the *local MPP office and applicable County jurisdictions fully informed from the outset* are critical and may open up the door for discussions that help to clarify/confirm the requirements for *upper-tier and provincial support*.

1.4 The Restructuring Process- Legislative Provisions:

The process and requirements governing municipal restructuring are described in Part 5, Municipal Reorganization, of the *Municipal Act (the Act)*. The relevant provisions, applicable to the Town of Hanover, are set out in Sections 171-173, where:

- Municipalities are required to follow a prescribed process (Sec. 171 (1));
- The opportunity to use either annexation or amalgamation as the principal means to achieve municipal restructuring is identified and defined (Sec. 172 (a) and (c));
- Municipal restructuring proposals may be initiated by a Municipality and locally driven (Sec. 173 (1), (2));
- The municipality(s) must provide a description of the restructuring proposal, including any details required by the Province, with proof (Sec. 173 (1) (a) and (b) that:
 - The proposal is properly supported by the municipalities, who are qualified to engage in the process, in manner and form acceptable to the Province; and

- The public has been properly informed about the proposal and engaged in the process.
- Before a municipal council votes to support or oppose a restructuring proposal, the municipality may or shall, “as applicable, do the following things” during or after the proposal is developed (Sec. 173 (3), 1., 2. & 3.):
 - Shall inform the public about the proposal, by giving notice and holding at least one (1) public meeting;
 - Shall consult with any “persons or bodies”, including Indigenous communities, required by the Province; and
 - May consult with any persons or bodies deemed appropriate by the municipality(s).
- Municipalities may consult with the Province to determine if the restructuring proposal (i.e., an annexation) is deemed to be “minor or not minor” in nature (Sec. 173 (15) and (16));
- To ensure municipalities have fulfilled their obligations under *the Act* a checklist of the submission requirements for approval of the restructuring proposal by the Province is set out in a document published by the Ministry and entitled “*The Restructuring Proposal Package*” – please refer to the Stage 1-Appendix B-Provincial Restructuring Examples, (#15); and
- Restructuring proposals are implemented in accordance with an Order issued by the Minister following publication in *The Ontario Gazette*.

1.5 Summary of the Current Restructuring Process:

The substantial effort by the Town of Hanover to initiate and engage its municipal neighbours in the restructuring process over the last 45 years is acknowledged. In order to move forward in a manner consistent with Sec. 171-173 of *the Act*, the Town of Hanover must initiate and develop a restructuring proposal through the following steps and processes:

1. Identify all potential lands to meet documented/long term growth needs and the applicable municipal partners at both the lower and upper-tier levels;
2. Engage and inform the lower and upper-tier municipal partners, Ministry staff, the local MPP office and selected key (including Indigenous) members of the

- community at the outset of the Town's plans to develop (a) restructuring proposal(s) and seek initial advice, guidance and input from the applicable (appointed and elected) provincial and municipal partners and community members;
3. Conduct best efforts to secure '*willing partners*' by developing (a) preliminary draft restructuring proposal(s) based on:
 - a. The initial input from the municipal partners and the community members;
 - b. The terms and provisions (i.e., financial, timing, and partner needs or requirements) based on both the initial input and '*best practices*' found in similar restructuring proposals that have been approved and successfully implemented over the last 20 years (FCS and MPC are compiling a file of applicable Municipal restructuring proposals from a list published and updated by the Province);
 4. Circulate the draft restructuring proposal through meeting(s) and or publications and obtain input and feedback on the draft restructuring proposal(s) from the local and upper-tier municipal partners, provincial offices and the community members; and
 5. Prepare (a) formal restructuring proposal report(s) based on the results achieved in the above steps.

Although more informal in nature, each of the foregoing steps should be tailored around the restructuring provisions of *the Act*, fully documented and shared in a timely fashion with the municipal and provincial partners and offices and the community members throughout the process.

Once the formal restructuring proposal is prepared, the Town together with its municipal partners would undertake the necessary steps to fulfill their respective obligations under Sec. 171-173 of the Act and subsequently submit the final restructuring report to the Minister for approval and implementation. It is evident that the Town is both capable and prepared to comply with all legislative requirements.

Attached is Stage 1- Appendix B Provincial Restructuring Activity & Legislative Requirements, which should be viewed in conjunction with this section of the report:

- #1- Carleton Place/Beckwith/Lanark Annexation 2001;
- #2-Carleton Place/Mississippi Mills/Lanark Annexation 2012;

- #3- Carleton Place/Mississippi Mills/Lanark Annexation 2014;
- #4-Brantford/Brant Draft Annexation 2016;
- #5-Brantford/Brant Approved Annexation 2016;
- #6-Elizabethtown-Kitley/Brockville/UCLG Draft Annexation 2016;
- #7-Strathroy-Caradoc/Adelaide Metcalfe/Middlesex 2017;
- #8-Woodstock/Norwich/Oxford 2018
- #9-Southwest Oxford/Woodstock Proposed 2019;
- #10- Stratford/Perth South/ Perth Proposed 2020;
- #11- Stratford/Perth South/ Perth Approved 2020;
- #12- Ingersoll/Southwest Oxford/Oxford Proposed 2020;
- #13-Milton/Halton & Mississauga/Peel 2010;
- #14-Northumberland/Port Hope/Port Hope/Campbellford/Seymour/Percy/Hastings 2001; and
- #15-MMAH Restructuring Proposal Package.

2.0 Stage 2-Identification of All Provincial and Municipal Partners & Engagement Protocols:

The scope of the work plan for this stage of the project was developed through virtual and teleconference meetings held from March 13 to June 24, 2020 involving the Town staff and the consulting team. The agenda for start-up meeting on March 13th may be viewed in the Stage 2-Appendix C- Partner Identification and Engagement Process files.

Through these discussions, the Town of Hanover's municipal restructuring-engagement process was developed based on the following principles and objectives:

- Develop a plan that addresses the Town of Hanover's future growth development and land supply needs beneficial to both the Town and adjacent municipalities;
- Embrace a process that engages all municipal, county and provincial and community stakeholders and partners in the development of the plan;

- Explore all options ranging from formal restructuring (annexation & amalgamation) to inter-municipal service and development agreements to meet the needs in a manner that is consistent with all municipal and provincial policy directions; and
- Conclude the process with a long-term solution (20-25 year and beyond to 50-100 year planning horizon) to meet the documented long-term growth needs.

The following matters helped to inform and shape the restructuring-engagement process and approach undertaken by the Town:

- Developing the case for Hanover's regional role, by specifically identifying and demonstrating what is good for Hanover is also good for all municipalities in the area including opportunities for the amalgamation of municipal services;
- Reviews of the County of Grey reports on the Hanover-Owen Sound Task Force (HOSTF) and future growth boundary issues introduced in January and March 2020, respectively. The roles (mandates & outcomes) for these particular county planning initiatives relative to the Town's restructuring-engagement project are addressed in detail in the Stage 3 section of this report. It became imperative for the Town to work closely with Grey County throughout the process;
- Expanding the Town's focus by also identifying ideal development parcels in addition to lands to the east that lie outside of the Town's boundaries, where areas of interest would include land to the north and north-west and west in both Grey and Bruce Counties;
- Hanover has been concerned about its ability to support additional growth and development for many years and in light of the significant evidence of a land shortage within the corporate boundaries of Hanover-identified in the findings in the Town's growth management study conducted by Watson & Associates in association with MPC in 2019, it is essential that the Town address its long-term urban residential and non-residential land needs for the 50 to 100 year time period. Planning this far ahead allows for the development of required land use and hard and soft infrastructure plans that establish the basis for the long-term growth and development of the Town, with that growth and development occurring in phases as the need arises and as the market requires; and
- While it is recognized that the Town is planning beyond the 25 year horizon mandated by the Provincial Policy Statement; however, securing a long term land supply within the corporate limits of the Town allows for the unlocking of economic

development opportunities that often take years to bear fruit, with the long term goal being that Hanover enhances its role as a regional centre for employment, goods and services, health care, social services and the broadest range of housing to meet long-term needs. In a nutshell, for the Town to be able to respond to market demands for housing and employment and be as investment ready as possible, it needs to have enough land within its corporate boundary to carry out the long-term planning to make this happen.

Once the engagement parameters were established, and all of the partners were identified, a sequential consultation/information process was developed that recognized the roles and planning approval responsibilities of the various levels of government. Consultations initially involved all provincial partners; followed by meetings with the Counties of Bruce and Grey and thirdly with local municipalities. The final step involved reaching out more informally to members of the community.

Town of Hanover Restructuring-Engagement Process Provincial, Municipal & Community Consultations July - December 2020	
Province	Minister of Municipal Affairs and Housing; Ministry of Municipal Affairs and Housing- Western Municipal Services Office (MSO) London office- Manager and planning staff; MPP, Bruce-Grey-Owen Sound; and MPP, Huron-Bruce.
Counties	Chief Administrative Officers (CAO) and Planners for the Counties of Grey and Bruce.
Local Municipalities	Mayors and CAOs for the Municipalities of West Grey and Brockton.
Community	A number of former and current community leaders were identified, including previous members of Town Council, Town CAOs and community business leaders.

In late June 2020, Town staff and the consulting team prepared a letter of introduction inviting area provincial and municipal officials to meet with the Town for the purpose of initiating discussions on how to best meet long-term planning and land needs by exploring options that would be beneficial to both the Town and its adjacent municipal neighbours. These letters were delivered through the Town's CAO to the following individuals on June 26, 2020: Ministry of Municipal Affairs and Housing- Western Municipal Services Office

(MSO) London office- Manager, Saif Sumbal; MPP, Bruce-Grey-Owen Sound, Minister Bill Walker; County of Grey, Chief Administrative Officer, Kim Wingrove; County of Bruce, Chief Administrative Officer, Sandra Datars Bere; Municipality of West Grey, Chief Administrative Officer, Laura Johnston; and the Municipality of Brockton, Chief Administrative Officer, Sonya Watson. The recipients were also advised its consultant would be following-up on the letter in early July.

Additional letters were delivered to the Mayor, Christine Robinson and Chief Administrative Officer, Laura Johnston of the Municipality of West Grey on December 2, 2020, in an effort to follow-up on the original correspondence. In addition, an invitation for participation in the engagement process was emailed on November 17th to MPP, Huron-Bruce, Lisa Thompson when it was brought to the consultant's attention that MPP Thompson's constituency included the Municipality of Brockton following a meeting with the Municipality in early November 2020.

This stage of the process concluded with a letter prepared by the Town's consultant and emailed to the Minister of Municipal Affairs and Housing on June 30, 2020, intended to inform and seek guidance from Mr. Clark regarding the Town's initiative. A response was received from the Regional Director for the Western Municipal Services Office (MSO) on July 29, 2020 advising the consultant to work directly with the Western MSO staff. Copies of all correspondence for review in conjunction with this stage of the work plan are attached in the following file:

Stage 2- Appendix C-Partner Identification and Engagement Process:

1. #1-Hanover Start- Up Meeting Agenda March 13 2020
2. #2-Letter MMAH Western MSO, June 26, 2020;
3. #3-Letter MPP Bill Walker, June 26, 2020;
4. #4-Letter Grey County, June 26, 2020;
5. #5-Letter Bruce County, June 26, 2020;
6. #6-Letter Brockton, June 26, 2020;
7. #7-Letter West Grey, June 26, 2020;
8. #8-Letter to Minister Clark, June 30, 2020;
9. #9-Letter of Response MMAH –Western MSO July 29, 2020;
10. #10-Invitation for MPP, Lisa Thompson, November 17, 2020;

11. #11-Follow-Up Letter to West Grey Mayor, Christine Robinson, December 2, 2020; and
12. #12- Follow-Up Letter to West Grey CAO, Laura Johnston, December 2, 2020.

3.0 Stage 3 - Schedule and Conduct Initial and Follow-up Meetings and Correspondence with All Provincial, Municipal and Community Leaders:

The tasks in this stage of the project were carried out from July through to December 2020. The key activities in the Town's outreach to its provincial and municipal partners commenced with a follow-up email from the Town's consultant on July 9th to all recipients of the June 26th letter from the Town's CAO Brian Tocheri with an offer to answer any questions and co-ordinate the scheduling of an initial meeting to discuss in more detail the Town's restructuring-engagement approach (refer to Stage 3-Appendix D file, #1 for a copy of the email).

3.1 Meetings Held

Responses to the Town's initial outreach resulted in several meetings, summaries of which are found in Stage 3-Appendix D file, #2- Hanover Follow-Up Meeting Summary Notes:

1. July 16th-Teleconference meeting with the CAO and Director of Planning for Grey County and the Town's consultant (FCS);
2. July 30th-Virtual meeting with Minister Bill Walker, his staff and the Town's consultant (FCS);
3. August 5th-Virtual meeting with the Manager and staff of the MMAH, Western MSO regional office, the Town's consultant team (MPC & FCS) and the Mayor, Deputy-Mayor, CAO & Director of Development/CBO for Hanover;
4. September 4th- Virtual meeting with the CAO, Director of Corporate Services, Director of Planning & Development and Director of Transportation and Environmental Services for Bruce County, the Town's consulting team (MPC & FCS), and CAO for Hanover;
5. October 6-8th-Telephone conversation, based on a suggestion from the Town of Hanover's CAO, was conducted by Town's consultant (FCS) with an individual

landowner in the Municipality of Brockton. The lands were identified by MPC earlier as ideal for residential growth, the details of which are summarized in the Activity Task Log in the Stages 2-3 Appendix E;

6. November 4th-Virtual meeting with the Mayor, Councillor, Clerk and CAO for the Municipality of Brockton, and the Mayor, Deputy-Mayor, CAO and Director of Development for Hanover and the consultant team (MPC & FCS);
7. November 13th-Teleconference for a project update with the CAO for Bruce County and the Town's consultant (FCS);
8. November 24th- Virtual Follow-up meeting with the CAO & Director of Planning for Grey County and the CAO for Hanover and the consulting team (MPC & FCS) for a project update and discussion on the long-term planning initiatives by both the Town and the County; and
9. November 30th-Teleconference meeting with Minister Lisa Thompson, the Mayors of Brockton and Hanover and the Town's consultant (FCS).

The responses to the Town's invitation to initiate discussions were timely despite the summer season and everyone's schedules, and the outcomes very positive and constructive with one exception- no oral or written response to the Town's initial and follow-up letters has been received to date from the Municipality of West Grey.

As noted, the process was constructive and informative for the Town in terms of moving ahead in a collaborative manner (Stage 4). The details of the key outcomes emerging from these meetings are summarized below.

The need to work closely with the staff of Grey County was important from two perspectives. Firstly, Minister Walker raised concerns over the 'duplication of effort' between the Town's municipal restructuring-engagement process and the County's Hanover-Owen Sound Task Force (HOSTF) planning project initiated in January 2020. Similar concerns over the County's "Municipal and Growth Boundaries Planning Report" (PDR-CW-17-20, March 12, 2020) also required attention. This matter was initially addressed at the inaugural meeting of the HOSTF held on September 1st, where the mandate for this task force was finalized. The HOSTF will be focusing on the socio-economic conditions (policing, labour and employment projections and human and social service challenges) for the County's two settlement areas, while the Town is focusing on how to best meet its long-term growth and land supply needs in the 20-25 and 50-100

year planning horizons. In conclusion it was determined the two initiatives are quite distinct in terms of the scope of work and outcomes.

Secondly, the Town's consultants (MPC & FCS) and CAO held a meeting on November 24, 2020, with the CAO and Director of Planning for Grey County (refer to Stage 3-Appendix D file, #2) to discuss the County's report (PDR-CW-17-2020-Municipal Growth Boundaries Planning Report dated March 12, 2020) and determine to what extent the work carried out by the County and the Town may overlap. While it is inevitable that the Town's longer-term process will overlap with planning processes that are focused on the short term, it is critical that the Town focus on the 50-100 year planning horizon to support its regional role, respond to market demands and properly plan for soft and hard infrastructure. The County is preparing 25-year population and employment forecasts to ensure consistency with the newly updated Provincial Policy Statement. Hanover is participating in this process as well, which is focused on ensuring that enough lands are designated to meet population and employment needs for the short term (25 years). As part of this process, the County is also looking to establish a series of principles and criteria that could be considered by any lower tier municipality in the County if there is a local desire to initiate a review of its corporate boundaries to accommodate growth.

Given the desire of Hanover to review its boundaries and pursue a mutually agreeable solution with one or more of its municipal neighbours to accommodate longer term growth and land supply needs, the County's process is considered complementary, but not determinative, since it will not be the County that initiates a review of municipal boundaries or municipal partnership solutions to long-term growth needs. In conclusion, the Town addressed these concerns in a written letter of response from the Mayor to Minister Walker on December 8, 2020 (please refer to the Stage 3-Appendix D file, #3 for a copy of the letter).

The meeting held on November 30th with Minister Thompson provided an opportunity to share the steps taken by the Town that have involved the County of Bruce and the Municipality of Brockton. Minister Thompson expressed an interest in following up on the Town's Stage 1-3 report regarding the results of the initial round of municipal engagement efforts.

One of the discussion points in the meeting with Minister Thompson focused on the question of urban intensification within the Town's boundaries, to which Mayor Paterson responded by confirming the Town's dedicated efforts at intensification over the last 20 years (refer to Stage 3-Appendix D file, #2). The Mayor's response is further confirmed

with comments received from the Town's planning consultant (MPC) on the matter (December 10th- email). The Town has been diligently working to support intensification and has where appropriate. In addition, the Town has just determined how best to plan for the remaining Special Policy Areas (SPA) lands in the Town, with these lands being in limbo for the last 20 years in terms of uses and servicing. Lastly, there is much more of a focus at the Provincial level on developing market-based housing than ever before, meaning that while we have to plan for apartments and townhouses in intensification areas, we also have to plan for singles and semis in new development areas as well.

The initial meeting on August 5, 2020 with the manager and staff at the MMAH Western MSO offices provided the opportunity for the Town to inform and seek guidance from the ministry in the early stage of its municipal restructuring-engagement process. Details regarding the ministry's expectations and the legislative requirements are summarized in the meeting notes (Stage 3-Appendix D file, #2). Four (4) important points were raised in this meeting:

- Restructuring agreements must be locally driven with all municipal participants at the table (the willing partner requirement);
- The Town needs to arrive at a solution by the fall of 2021, given the municipal elections in 2022;
- Indigenous consultations- required to inform all indigenous partners within 100-125 km. radius and can be identified by contacting all municipal Clerks/CAOs involved in the process; and
- If the matter comes to MSO-Western office because, for example, a party refuses to participate, advise the MSO office staff who can look at whether there are any options or not through consultations with Ministry staff. In the past the Province has helped where there is a clear demonstration that the municipality has in fact completed all of the due diligence and a strong provincial interest case can be made, including the use of a facilitator.

The Town is dedicated to completing its due diligence. Moreover, the Town plans to initiate discussions on its options at the Stage 4 meeting scheduled on January 18, 2021, in an effort to move forward and complete the process in 2021. The indigenous communities for the Hanover area in both Bruce and Grey Counties, which have been identified (refer to Stage 3-Appendix D file, #4), will be consulted when Town Council makes a decision to move forward with a formal restructuring process.

One of, if not the most important matter for submission of this Stage 1-3 report to the Western MSO is to seek the guidance and help of the ministry staff with respect to what options may be available to the Town, given the lack of a response to date from the Municipality of West Grey.

Most importantly, this process has also opened up opportunities for the Town to explore future growth options with its westerly neighbour, the Municipality of Brockton, in Bruce County. At the initial meeting on November 4, 2020 the Mayor of Brockton confirmed interest by at least one landowner, who has contacted him, and indicated he is willing to talk with his council about exploring these opportunities. The CAO for Bruce County noted during the initial meeting on September 4th, that while there are challenges, there is some interest in supporting Hanover in its activities. County staff is willing to continue participation and is prepared to bring County Council into these discussions at the appropriate time (please refer to Stage 3-Appendix D file, #2).

3.2 Community Partners & Consultations:

In consultation with Town staff, a decision was made at the start-up meeting in March to prepare a list of knowledgeable people who can speak to both the history and past restructuring efforts by the Town and its current and future growth requirements. These consultations were scheduled to take place following the completion of the initial round of meetings with all provincial and municipal partners. While these consultations were more informal, further insights into the Town's past and future restructuring activities were gained through conversations with a number of current and former community leaders in the latter part of December 2020⁵.

The key findings are summarized under the following general headings and provides additional context to the Town's past and present restructuring and growth planning initiatives discussed in previous sections of this report:

A. History:

- a. When Zellers came to the area in the 1980s and built in Hanover, McDonald's Restaurant followed shortly after. With subsequent retail growth as well as an

⁵ Five invitations were sent by email and as of December 31st, three persons responded. The individuals who responded did not wish to be identified in this report. FCS committed to respecting this request for all of the community participants.

indoor pool, community services, several banks, etc. the Town became a regional services and shopping centre. The racetrack and OLG slots certainly reinforced this role. To maintain this role an adequate supply of readily developable land is critical as evidenced by the loss of two significant opportunities that would have benefited Hanover and the area when Home Depot and Trillium Insurance chose to locate elsewhere;

- b. Over time several examples were cited that directly affected- and in some cases the animosity remains palpable today- the working relationships between the Town and its immediate municipal neighbours. Examples include: the closing of the Durham High School in the 1960s and moving the students to Hanover; the dissolution of the merged policing services with Walkerton when it amalgamated with its contiguous neighbours; the Town's subsequent failed efforts to amalgamate and centralize its policing services with the Municipality of West Grey; during the push to amalgamate/ merge hospital facilities and services, the lack of any desire by a neighbouring municipality to consider such a merger was evident;
- c. When the Province mandated amalgamations in the 1990s, Grey County had hired a consultant who came up with eight (8) options. Hanover chose one and entered into discussions with several immediate municipalities. In the end, some of the neighbouring municipalities didn't want to merge with Hanover for a variety of reasons, including the Town's taxes were too high, a desire to maintain the traditional rural-urban split and as a result, the Town decided after several meetings that it could stand alone. Shortly thereafter the Town's plans to extend its boundaries further south and north and to a lesser extent eastward (involving about 900 acres at the time) was approved and came into effect on January 1, 2000;
- d. The Magwood family, who own lands at the east end of town, has fought fiercely to stay out of Hanover. Several attempts by town officials to enter into discussions, going back to the early 1980s, have failed and the family has vigorously opposed any formal or informal attempt by the Town to extend its boundaries eastward to include their lands in West Grey since the last annexation in 2000. One respondent cited the family's fear of expropriation if the lands were to be annexed by the Town;
- e. In early 2000, efforts to develop the lands adjacent to the hospital on the south side in the Municipality of Brockton were initiated. The Town spoke to the Municipality of Brockton about taking over lands west to the Hanover trails (former tracks) including a bridge, relieving Brockton of future maintenance

concerns. Brockton stated it would want at least \$1,000,000 to pay for the bridge. In the end the development did not proceed; and

- f. There are examples of shared arrangements for services and costs including the joint landfill between the Town and Walkerton.

B. Issues and Restraints Facing the Town:

- a. The economic outlook for retail trade is challenging in present environment with COVID-19 and online shopping (e.g., Amazon);
- b. The Saugeen river & flood plains to the south-west present barriers, as do the flood plain and river to the south;
- c. Land to the northwest is quite workable except for Bruce County line;
- d. There is the river and three (3) hydro lines to the north, although there is lots of land in Hanover beyond the river. The problem is the lack of services expensive bridge to build someday;
- e. Going east there are no physical barriers, but the constraints are the lack of any interest by the Municipality of West Grey and the strenuous opposition by the Magwood farm owners;
- f. Grey County is composed of mostly rural towns that are not inclined to assist our urban development; and
- g. The Town did not view Province as being helpful in past efforts.

C. Land & Growth Options:

- a. It would seem that a boundary expansion to the east is the preferred solution;
- b. If Grey & Bruce counties merge or Bruce County and Brockton are amenable Hanover could expand west (north of 10th street / County Rd. 4) to take in Marl Lakes, landfill, & airport – to say Side Road 25; and
- c. North to Concession 4 in West Grey would be useful if combined with an expansion to the east. All the way to Grey Rd. 3 would be wonderful but unlikely.

While most community respondents felt the Town should consider all possible restructuring options, the most common strategy is to continue the focus on boundary expansions eastward into the Municipality of West Grey. One of the primary reasons for this focus was consistently cited in the conversations with former politicians, who stated the Province would not approve boundary changes into Bruce County; hence the past efforts from 2000 onward to look for long term growth and planning solutions with the Municipality of West Grey.

In an effort to reach out to the Magwood family the Town's consultant (FCS) spoke to a family member over the telephone in early January 2021. FCS offered to share the details of the Town's long-term growth planning initiative with its municipal neighbours in both Bruce and Grey Counties and seek input from the Magwood family on the project at the same time. The family member made it very clear during the course of the conversation that there is no interest to sell their property, have their lands annexed for future growth, or discussing the matter. FCS concluded the call with a standing offer to discuss the matter in more detail with the family if they decided to do so.

3.3 Proposed Options for Consideration:

The research and consultations in the Town's engagement process have been extensive and largely positive and informative; and given the realities of where Hanover is geographically, the restructuring options for consideration include:

1. Annexation of lands to the east of Hanover in West Grey (Magwood lands and others);
2. Annexation of lands to the north of Hanover in West Grey;
3. Amalgamation of Hanover and the Municipality of West Grey;
4. Amalgamation of Hanover and the Municipality of Brockton;
5. Annexation of lands to the northwest and southwest of Hanover in Brockton; and
6. Do nothing.

Options 1 presents a challenge if the requirement to reach an agreement is predicated on solely on willing participants at the local level, given the lack of any response from the Municipality of West Grey throughout this process. However, a provincial facilitator could agree that going east makes the most sense and include the Magwood lands and other lands farther east. This means that development would 'leapfrog' over the Magwood lands, given their opposition to any development, making servicing more expensive. Over time it is anticipated that views would change and the Magwood lands would be developed.

The probability of moving forward with Options 2 and 3 faces a similar challenge, again based on the lack of interest by West Grey and the past attempt at amalgamation in the late 1990s. Both options should still be considered (by putting aside the past history) and could move forward with a provincial facilitator.

Option 4, which was raised during the meeting between the Town of Hanover and the Municipality of Brockton, should also remain on the table. This option is subject to input from the staff at the Western MSO - London office since it will involve changes to municipal boundaries between two adjoining counties.

Option 5, which will also require input from the staff at the Western MSO - London office, has the greatest likelihood of success and merits consideration based on the consultations that have taken place so far.

With respect to Option 6, the 'do nothing' approach is not an option. The need, and supporting evidence, for Hanover to expand its boundaries is compelling. Over the last 20 years, the Town of Hanover has invested significant time, effort and resources in attempting to address its long-term planning and land supply needs and must continue with these efforts.

Alternatives such as inter-municipal servicing and development agreements involving public and private partners are common - and in fact up until recently, it was an option that both Hanover and West Grey attempted to pursue to accommodate development opportunities in the Municipality of West Grey. As such, it remains on the table for consideration by the Town in January 2021 in the Stage 4 report, either as a stand-alone option or a provision that may be incorporated into the terms of a restructuring agreement.

Stage 3- Appendix D-Initial & Follow-up Meetings & Correspondence with all Provincial, Municipal and Community Partners:

- #1-Follow-up to June 26 2020 Letter from Brian Tocheri;
- #2-Hanover Follow-Up Meeting Summary Notes;
- #3-Minister Walker Response by Mayor Paterson re: Hanover Municipal Restructuring Engagement Project, December 8, 2020;
- #4-Indigenous Communities Grey and Bruce Counties; and
- #5-Community Leaders Invitation December 22, 2020.

4.0 Stage 4 - Next Steps

Responses and comments on the Phase 2- Stages 1-3 Report from Ministers' Walker and Thompson and MMAH - MSO Western office staff will be incorporated into this section of the report when the Town Council and staff commence discussions on all of its options in January 2021.

Respectfully submitted:

Stephen Fournier

STAGE 1 - APPENDIX A
LOCAL RESTRUCTURING ACTIVITY

Town of Hanover

Local Growth Management Scoped Comprehensive Review

Phase 2 - Restructuring & Community Engagement Component

**Stages 1-3 Summary Report for Circulation to The Ministry of Municipal Affairs and
Housing, Western Municipal Services Office, Minister Bill Walker and Minister Lisa
Thompson**

Prepared by Fournier Consulting Services for Meridian Planning Consultants

January 6, 2021

APPENDIX CONTENTS

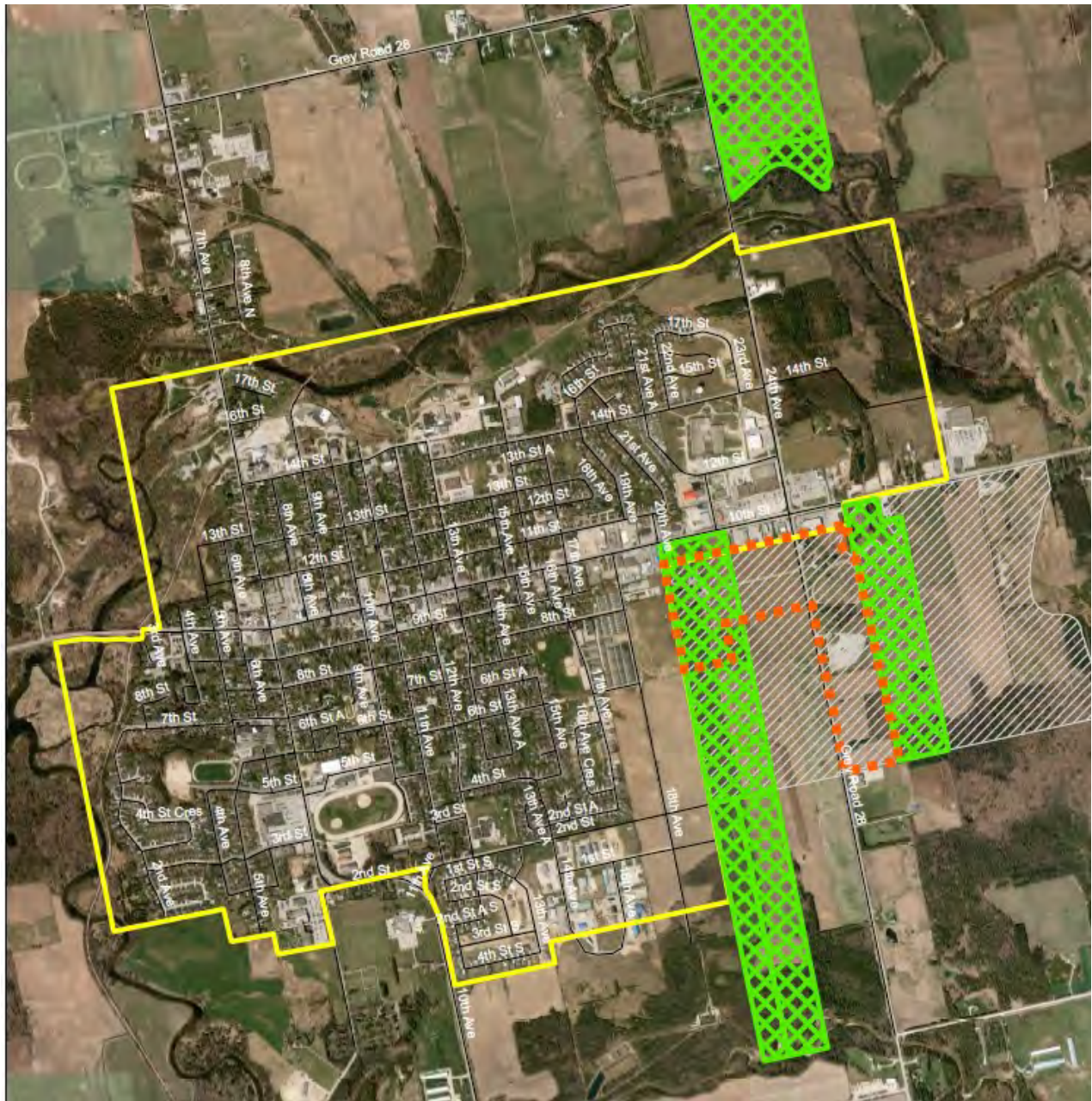
1. Hanover Boundary Maps, 1976 & 1979; Annexation January 2000, Boundary Map 2000, Map Area D recommended for expansion in February 3, 2010 report (105 gross hectares), Magwood Barns MDS (2010)- 22 hectares; and Future Secondary Plan lands added in West Grey by decision of the OMB to County OP (OPA-80) on October 4, 2012 (140 hectares);
2. Presentation by Town officials to MMAH Minister Jim Bradley, Proposed Expansion Area, July 6, 2010;
3. Town of Hanover Documents Reviewed 1973-2020;
4. Newspaper story on Hanover-West Grey Co-operation Charter November 2013;
5. Magwood Lands 2014;
6. Addendum 3 to Grey County OPA 122 Report (Minutes of Settlement) 2015;
7. Hanover Population Draw Analysis 2015;
8. Notes prepared by Brian Tocheri in his presentation to the C of C AGM 2016; and
9. Background Notes on Informal Political Annexation Initiatives held on May and October 2019.

1976 Boundary (outlined in purple)



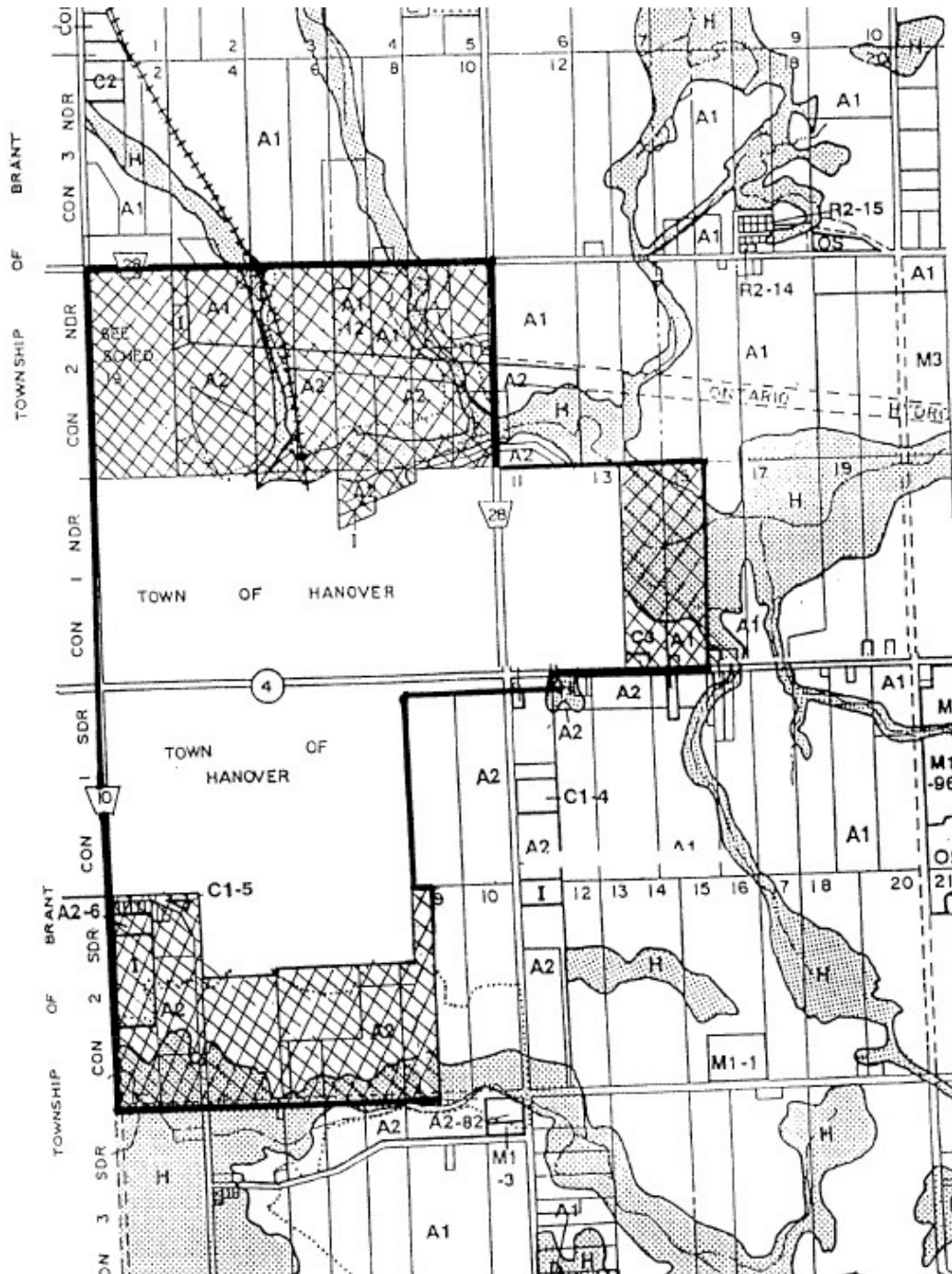
1. HANOVER BOUNDARY MAPS (MAP 2)

Hanover Boundary - 1979 (outlined in yellow) - lands northeast of CR 4 and 28 added



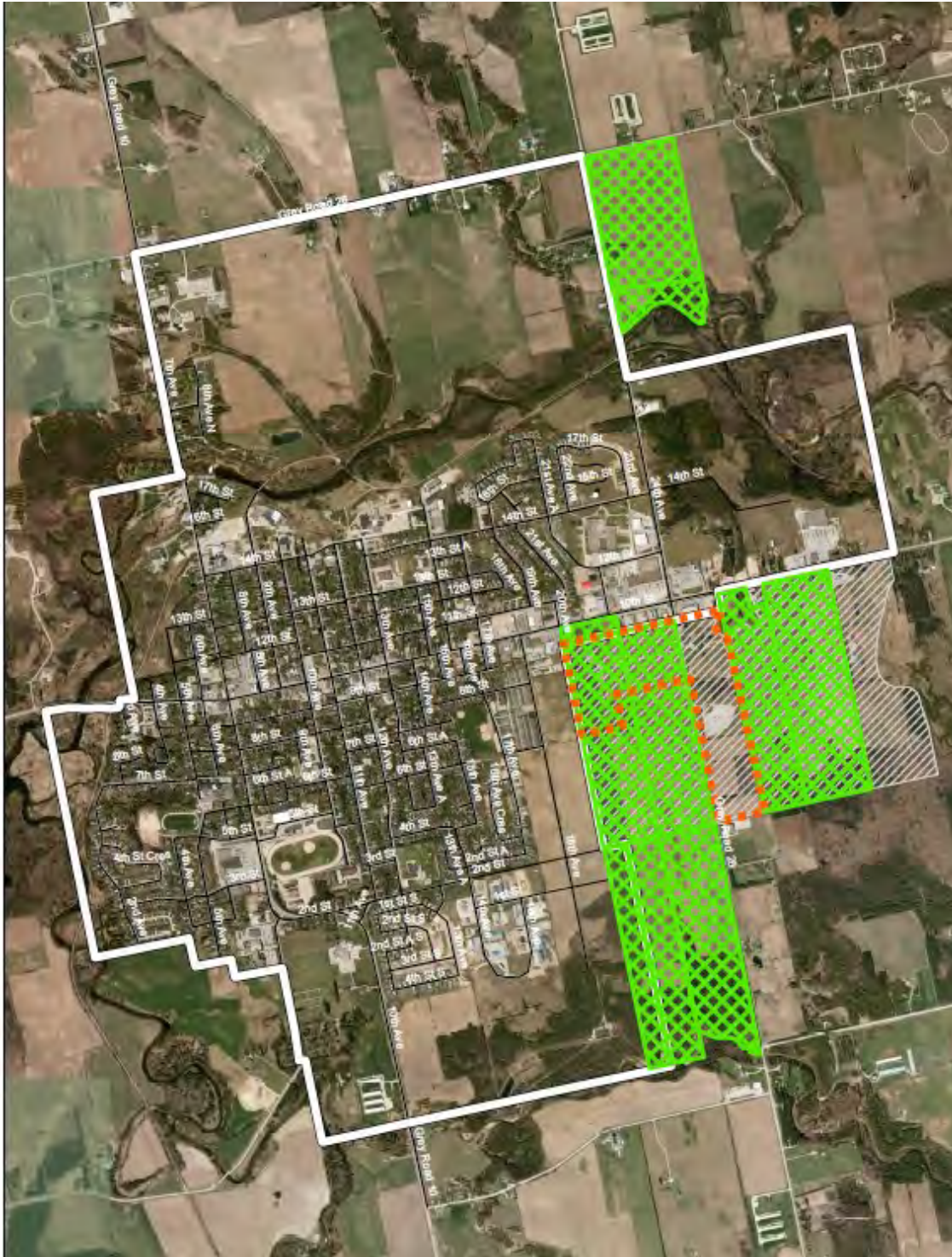
1. HANOVER BOUNDARY MAPS (MAP 3)

January 1, 2000 restructuring



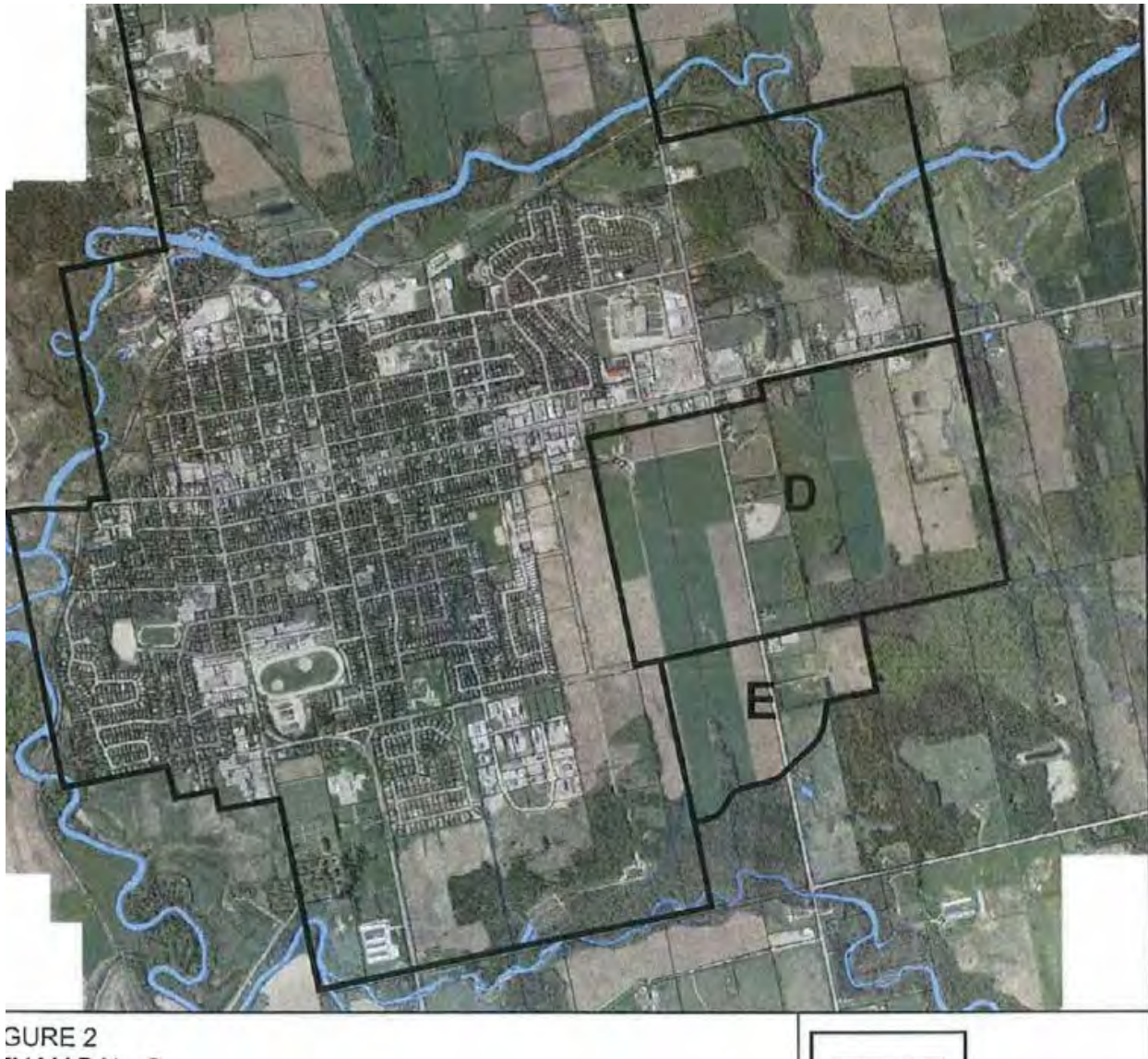
1. HANOVER BOUNDARY MAPS (MAP 4)

Hanover boundary - 2000 (outlined in white)



1. HANOVER BOUNDARY MAPS (MAP 5)

Area D recommended for expansion in February 3, 2010 report (105 gross hectares)



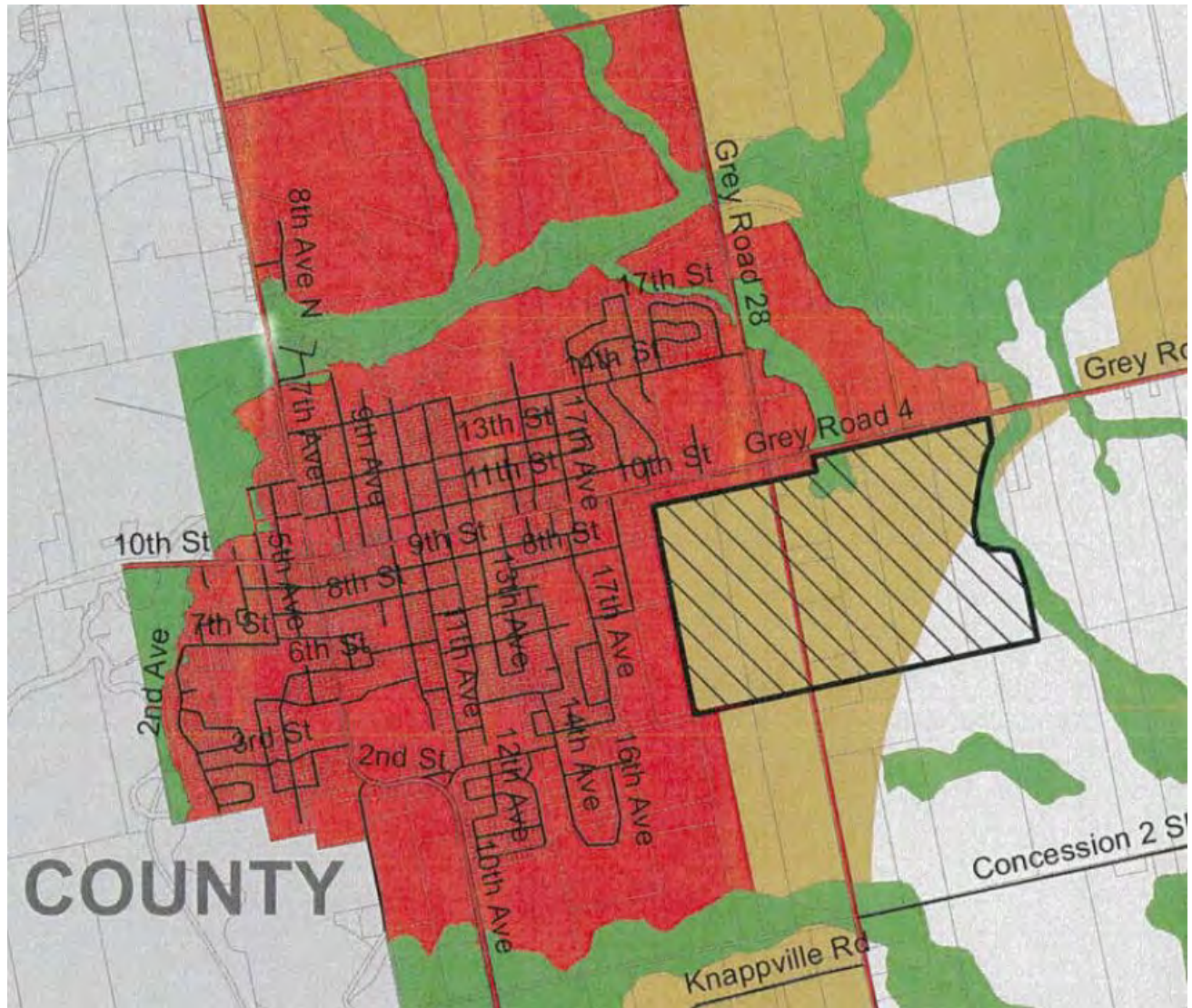
1. HANOVER BOUNDARY MAPS (MAP 6)

Magwood Barn MDS (2010) - 22 hectares



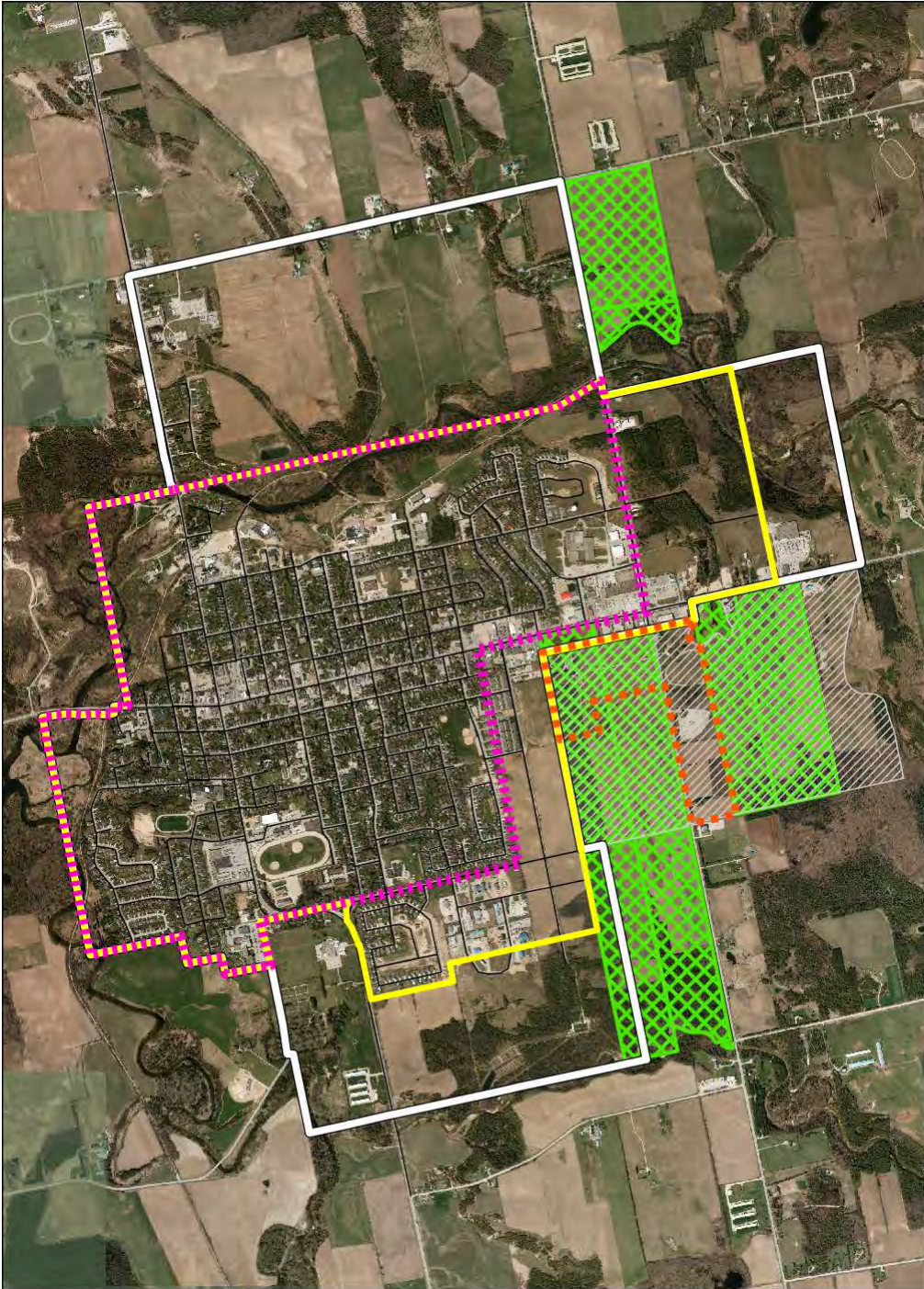
1. HANOVER BOUNDARY MAPS (MAP 7)

Future Secondary Plan lands added by decision of OMB to County OP on October 4, 2012 (140 hectares)



1. HANOVER BOUNDARY MAPS (MAP 8)

Summary of Hanover Boundaries



2. SUBMISSION TO PROVINCE IN 2010



TOWN OF HANOVER AND MUNICIPALITY OF WEST GREY RESTRUCTURING AS PROPOSED BY THE TOWN OF HANOVER

Presented to:
The Honourable Jim Bradley Minister
of Municipal Affairs & Housing
July 6, 2010

**Town of Hanover 341
10•• Street Hanover,
Ontario
N4N 1P5
519-364-2780**

Honourable James Bradley
Minister of Municipal Affairs & Housing
17th Floor, 777 Bay Street
Toronto, ON
M5G 2E5

Dear Minister Bradley:

It is a pleasure to meet with you today, and the Town of Hanover would like to thank you for allowing us this opportunity to present a restructuring proposal to you and your Ministry. Our proposal is long overdue and desperately needs your support in order for the Town to continue its growth pattern as established in 1973.

Hanover Council is currently in the process of completing a Corporate Strategic Plan and the issue of requiring further lands has been indicated as the second most important objective, second only to improving the downtown. In essence they are both closely related. Without your immediate assistance our citizens fear that commercial growth and development will end, leaving our economy stalled and the loss of dozens of development related jobs.

"Economic Development is Crucial in These Turbulent Times"

With the decline of manufacturing in rural Ontario, Hanover relies on the service and retail economy for growth, but is now without suitable and strategically located land to continue commercial growth.

The natural area for commercial growth is located in the adjacent municipality, a municipality that does not share Hanover's interest in economic growth and development. These growth area lands were already contemplated for future expansion of Hanover's development in the approved Grey County Official Plan.

Commercial Developers are not prepared to risk capital investment in a situation where their approvals require the coordination of at least two local governments. We are asking the Province to assist Hanover to be able to plan for the immediate future to ensure the attraction and accommodation of commercial development and resulting much needed jobs.

“Commercial Development Impeded for 30 Years”

Hanover Council approved Zoning By-laws No. 1122 and No. 1127 on December 17, 1973 and May 6, 1974 respectfully, to allow the first major retailer (Zellers) and grocery store (Zehrs) to expand the Town's commercial activity by establishing a new shopping centre commercial area located approximately one mile to the east of Hanover's downtown core. The Town's files indicate that Council's reason for creating this new commercial area included the need for more retail outlets as set out in Official Plan Amendment No. 2, to relieve the ever increasing congestion of the downtown core which was severely lacking parking for retail outlets. No vacant lands were located immediately east of the central business area and that fact prevented any enlargement of the existing business section. Most importantly, local businesses welcomed the shopping centre competition as a stimulant to business. No objections to the Town's commercial expansion were filed by local citizens.

The Ministry of Housing's letter dated July 16, 1974 objected, stating that this new shopping centre conflicted with the policies of the Plan, subsequently resolved through Ontario Municipal Board File Number R.74115, permitting a building permit to be issued on July 31, 1974 to allow the construction of this new shopping centre and the beginning of the east end commercial area as it is known today.

During the next 35 years Hanover managed to implement appropriate planning so as to provide adequate municipal services such as water, sanitary and storm sewers, hydro, roads, sidewalks, traffic signals, fire protection, police services, etc., within an area which has been limited by our municipal boundary. The area has been the subject of previous annexation hearings.

With the newly created east end commercial area and the demands for major developments, the Town of Hanover made application to annex certain lands from the Township of Bentinck (Municipality of West Grey) in 1976. The OMB granted certain lands for annexation that were unacceptable to the Town and resulted in the Lieutenant Governor in Council issuing Order-in-Council Number 400/78 to hold a new hearing for OMB File No. M.7681. This hearing concluded with the OMB approving the annexation of certain lands to the east in accordance with pre-negotiated "Minutes of Settlement" of all parties to the application.

The following quote is from page 10 of the Board's decision, *"The Board has carefully considered all of the evidence and arguments in this application, and has also carefully noted the concerns expressed in Order-in-Council 400/78. The Town of Hanover, by its uncontradicted planning evidence, has satisfied the Board that annexation of the areas outlined in green on Exhibit 123 are necessary to the Town's orderly planned growth up to the planning period ending in the year 1996, and that these lands constitute the proper direction for that growth."* The quote clearly shows that the Board recognized that there would be need to revisit annexation again after the year of 1996.

The decision of the Board members indicated that they had a very good grasp of all the planning issues and the need for the Town to annex further lands to the east, which has now been a crucial issue for the past 14 years.

"Hanover the Commercial Core for the Saugeen Community"

In July 1997 the Town of Hanover retained Malone Given Parsons Ltd. to assess the market demand for additional commercial space required to serve Hanover's trade area population over the next 10 years. They assessed the ability of the existing and planned but unbuilt commercial inventory to accommodate future retail demand, to determine the amount, type, location, and timing of future retail space that will be required. They determined what growth could be supported without unacceptable levels of impact on Hanover's existing commercial facilities, and they identified any future requirements for additional retail. The Malone Given Parsons Ltd. Study determined where these could best be accommodated.

This Commercial Review (see Tab '1') concluded that one of the goals should be that the Town plan to accommodate up to 270,000 sq. feet of new commercial space within the next five to ten years. The Town struggled with the lands available, and did manage to reach that projection by netting 306,520 sq. feet of new commercial floor area, creating 576 new jobs for the Hanover region. To continue with this progress, the Town has no alternative but to look for additional lands.

The County of Grey Official Plan (1997) was adopted by Grey County Council in May 1997, and the Municipality of West Grey's Urban Fringe designation, as it applies to Hanover, was objected to by a West Grey farmer whose land abuts the Town's boundary, including 825 feet of frontage on the Town's main street. The objector of this Urban Fringe did not follow through with an appeal to the OMB. Subsequently section 2.6.6 of the County's Official Plan states that the Urban Fringe designation shall be applied to development influence areas adjacent to Urban designations of the County Plan. The Urban Fringe is intended to be preserved for the expansion of the adjacent urban areas. Development in this Fringe Area has the potential to impair the efficient growth of the urban area and therefore will be strictly limited. (see Tab "2")

This Urban Fringe Area provided the Town with the necessary planning requirements to allow for future boundary adjustments to accommodate growth plus protect the lands from development that may interfere with road pattern and incompatible uses.

"Restructuring 2000 Not for Hanover"

The Town of Hanover held a public information meeting and open house on September 9, 1999 to discuss and review the Restructuring Proposal and the lands to be annexed to the Town of Hanover (see Tab '3'). The lands shown in this Restructuring Proposal had very little potential for future development save and except for the Wal-Mart site, and did not follow the policies and procedures within the County of Grey's Official Plan – Urban Fringe designation, plus the planning evidence and statement within the 1977 to 1979 OMB Hearing.

However, the Town of Hanover was left with no alternative but to agree with this 2000 Restructuring proposal, so as to satisfy all lower and upper-tier Municipal & County Councillors and put closure to the overall discussions and negotiations for Grey County restructuring.

The Town of Hanover has been, for the past 10 years, competing against an unfair advantage with our neighbouring municipalities that were restructured by having their "urban" boundaries virtually removed to facilitate growth such as Saugeen Shores (Port Elgin), North Perth (Listowel), Wellington North (Mount Forest), Minto (Hamilton), West Grey (Durham), Brockton (Walkerton), Municipality of Kincardine (Kincardine), Municipality of Meaford (Meaford) and Town of Blue Mountains (Thornbury, Craigleith) to name a few.

"County of Grey Official Plan Amendment No. 80"

In preparation for their 5-year review (OPA-80) the County of Grey retained Malone Given Parsons Ltd. to prepare a Growth Management Strategy. The Town of Hanover attended and commented at all meetings, plus submitted a request for this report to recognize that the Town was deficient in lands for Commercial/Industrial growth, and would require additional lands through restructuring and annexation prior to the horizon date of 2031 set out in the Growth Management Strategy.

The Growth Management Strategy Report dated April 2008 appears to only assess residents growth and takes a mere cursory look at all other uses. The Report did not analyze commercial land supply and was based totally on assumption (see Tab '4'). Appendix "H" to the Report, on page H-10, states that commercial land supply is beyond the scope of this study. The Report also makes recommended revisions for County Council's consideration to the proposed Grey County 5-Year Review of its Official Plan (see Tab '5') and item 2.3.3. recommends that the Urban Fringe designation remain within the County Official Plan.

On March 3, 2009 County Council adopted Official Plan Amendment No. 80 dated March 6, 2009, without recognizing the Town of Hanover's concerns for Urban Fringe policies and Commercial/Industrial growth, and subsequently the Town of Hanover gave notice of our objection to the Ministry of Municipal Affairs and Housing dated May 22, 2009 (see Tab '6').

The Ministry of Municipal Affairs and Housing responded on May 29, 2009 stating that they had received OPA #80 for approval with no boundary changes proposed for Hanover, and section 1.1.3.9 of the Provincial Policy Statement requires a "comprehensive review" to substantiate a boundary change.

In consultations with Ministry staff, the Town's Planning Consultant, IBI Group, completed a "comprehensive review" as defined and as per Ministry requirements to substantiate a boundary change (see Tab '7'). This review was couriered to Grey County Planning and Development and the Municipality of West Grey on February 3, 2010 in response to a deadline for submitting further information as required by Ministry letter dated September 23, 2009 (see Tab '8') regarding Grey County's proposed settlement area changes.

Subsequent to a very good debate by Grey County Council on February 2, 2010 on the removal of the Hanover settlement area from OPA 80 (see Tab '9'), it was resolved that the Municipality of West Grey would review the IBI Comprehensive Review for submission to the Ministry as required in the September 23, 2009 letter. The Town of Hanover agreed that if West Grey support the comprehensive review as prepared by IBI Group then OPA-80 could proceed with no boundary change, but rather through a servicing agreement. On April 26, 2010 Mr. Randy Scherzer, Director of Planning & Development for the County of Grey facilitated a meeting with the Municipality of West Grey and the Town of Hanover representatives to outline the comprehensive review requirements for considering a settlement area redesignation in West Grey. There was no support in moving forward with the Hanover settlement area issue and they wanted to complete a new comprehensive review for the whole of the Municipality of West Grey, even though the Ministry had previously supported the expanded Durham settlement area, also located within West Grey, through OPA-80. A request to support an adhoc committee was also not supported and the meeting ended with no proposed follow-up.

“Appeal to Minister for Restructuring”

The Town of Hanover has exhausted all avenues in their attempt to expand the commercial lands to service the Saugeen Community which includes 50,000 people, and continues to grow.

This proposal identifies the highlights and it is with great expectation that the Council of the Town of Hanover hereby requests the Lieutenant Governor in Council to prescribe the date of December 31, 2010, and request the Honourable Jim Bradley, Minister of Municipal Affairs & Housing to issue a restructuring order under Part V of the *Municipal Act*, or establish a commission in accordance with section 174(1) of the *Municipal Act* to develop a proposal for restructuring as per section 173(16) for the municipalities of West Grey and Hanover.

On behalf of the Council and community of the Town of Hanover, please accept our thanks for meeting with us today and we look forward to working with you and your Ministry in resolving the Hanover areas' needs for new Commercial/Industrial lands.

Town of Hanover and Municipality of West Grey Communication Chronology –
Boundary Adjustment Proposal (see Tab '10')

3. DOCUMENTATION REVIEWED AND COMMENTARY

Date	Details	Comments
December 17, 1973	By-law 1122	<ul style="list-style-type: none"> For new Zellers at NW corner of 10th Street (County Road 4) and 24th Avenue (County Road 28)
May 6, 1974	By-law 1127	<ul style="list-style-type: none"> For new Zellers at NW corner of 10th Street (County Road 4) and 24th Avenue (County Road 28)
July 31, 1974	OMB decision permitting building permit for Zellers	<ul style="list-style-type: none"> Zellers now gone and now the site of Giant Tiger and Dollarama
January 1, 1976 (date and month unknown)	Hanover makes application to annex lands in Township of Bentinck (now Municipality of West Grey)	<ul style="list-style-type: none">
July 1, 1976 (exact date in month not known)	OMB decision with Minutes of Settlement annexing certain lands to the east	<ul style="list-style-type: none"> OMB decision indicated lands were needed to satisfy growth to 1996
July 6, 1979	OMB decision on annexation	<ul style="list-style-type: none"> Annexation comes into effect on January 1, 1980 Refers to Exhibit 106 in OMB File M7681 OMB supported expansion to the east as being logical
May 1, 1997 (exact date in month not known)	Grey County OP adopted by Council	<ul style="list-style-type: none"> Included Urban Fringe designation to the east of Hanover (appealed by Magwood - but not followed through) Urban Fringe intended to be preserved for expansion of urban areas - however, OPA could be considered for commercial/industrial development
July 1, 1997 (exact date in month not known)	Town retains Malone Given Parsons (MGP)	<ul style="list-style-type: none"> To review market demand for commercial space
September 1, 1997 (exact date in month not known)	MGP report completed for Town of Hanover	<ul style="list-style-type: none"> Concludes that 270,000 square feet of commercial floor space required for 5 to 10 year period
March 5, 1998	County OP approved by Province	<ul style="list-style-type: none"> Includes Urban Fringe designation to the north, south and east of Hanover
September 9, 1999	Public information session to review potential annexation lands	<ul style="list-style-type: none"> These are the lands that were later annexed and which are the current boundaries of the Town - 925 acres

Town of Hanover - Documents Reviewed

Date	Details	Comments
January 1, 2000	Restructuring took effect	<ul style="list-style-type: none"> Annexed areas benefitted from reduced water rates and a 3-year tax freeze. Recreation and library grants from Bentinck cancelled and 500 free library memberships offered for 10 years Restructuring proposal supported by MOU entered into in 1999
April 1, 2008 (exact date in month not known)	MGP report on OPA 80 prepared for County	<ul style="list-style-type: none"> Report indicated that Urban Fringe designation should remain in place - this designation applied to Areas D and F in February 2010 IBI Report Also indicated that no urban expansions required for any type of development in Hanover into Urban Fringe areas
November 1, 2008 (exact date in month not known)	Hanover Council delegation appears at West Grey Council meeting	<ul style="list-style-type: none"> Request was to work together
November 14, 2008	Meeting between County and lower tiers on OPA 80	<ul style="list-style-type: none">
November 25, 2008	IBI letter objects to draft of OPA 80 on behalf of Hanover	<ul style="list-style-type: none"> Requests that all lands designated Urban Fringe be designated Primary Settlement Area Also makes other requests regarding lands south of arterial road
November 25, 2008	County public meeting on OPA 80	<ul style="list-style-type: none">
February 10, 2009	Meeting between County and Hanover on OPA 80	<ul style="list-style-type: none">
March 1, 2009 (exact date in month not known)	Hanover holds joint meeting of Hanover and West Grey Councils	<ul style="list-style-type: none"> Looking for approach that benefits both municipalities
March 3, 2009	County Council adopts OPA 80	<ul style="list-style-type: none"> OPA 80 did permit settlement area expansions for Chatsworth, Dundalk, Durham, Markdale and Springmount - however, no Hanover expansion OPA 80 also deleted Urban Fringe designation - this designation applied to Areas D and F in February 2010 IBI Report
May 22, 2009	Hanover appeals OPA 80	<ul style="list-style-type: none"> Indicates that additional employment

Town of Hanover - Documents Reviewed

Date	Details	Comments
	(Thomson Rogers letter)	(including commercial) lands required in accordance with IBI report (35 hectare shortfall) <ul style="list-style-type: none"> • Requests that all lands designated Urban Fringe be designated Primary Settlement Area • Also requests that Urban Fringe be retained in north only
June 1, 2009 (exact date in month not known)	West Grey Council passes resolution indicating it has not interest in annexation - however, would support joint water and sewer servicing	<ul style="list-style-type: none"> •
September 23, 2009	MMAH letter to County on proposed boundary expansions	<ul style="list-style-type: none"> • Did not feel that enough information in support of Markdale, Durham and Dundalk expansions has been provided • Does not support Chatsworth expansion because of partial services • Does not support Springmount expansion because of servicing and proximity to Owen Sound • Does not support the netting out of constraints to development in Hanover (Hydro lands etc.) • Does not support expanding Hanover settlement area boundary into West Grey • Refers to Magwood opposition to easterly expansion • Suggests that expansion into Bruce County be considered • Cannot support designating land beyond 20 year horizon
December 31, 2009	County deadline for local municipalities to provide justification for settlement area boundary requests (deadline later extended to March 31, 2010)	<ul style="list-style-type: none"> •
January 1, 2010 (exact date in month not known)	Grey County CAO's and Mayors meet with MMAH ADM	<ul style="list-style-type: none"> •

Town of Hanover - Documents Reviewed

Date	Details	Comments
February 2, 2010	County Council - report PDR-PCD-05-10 received	<ul style="list-style-type: none"> Resolution indicates that County looks forward to West Grey completing a comprehensive review to consider a settlement area designation in County Roads 4 and 28 corridors (east of Hanover) Town of Hanover also agreed that if West Grey supports IBI report, Hanover could live with servicing agreement only, in the absence of agreement on boundary change
February 3, 2010	IBI completes 'Comprehensive Review' report for Hanover	<ul style="list-style-type: none"> Indicates that K-Mart, Home Depot and Canadian Tire have bypassed the Town Recommends that 33 hectares of employment land required to meet demand to 2031 Recommends that 62 hectares of commercial (including institutional) land is also required to meet demand to 2031 Recommended that Area D (88 net hectares and 105 gross hectares) be designated Report includes analysis of servicing and transportation constraints (parts of Area C not serviceable) and existing land uses (cement plant now gone) MDS calculation done for the Magwood barn
March 1, 2010 (exact date in month not known)	West Grey Council passes resolution indicating that expanding settlement area is beyond scope of OPA 80; however, they look forward to future discussions regarding expanding settlement area for employment purposes	<ul style="list-style-type: none"> It would appear as if the IBI report assisted West Grey in taking this new position
April 26, 2010	Grey County facilitates meeting between Hanover and West Grey	<ul style="list-style-type: none"> West Grey not interested in Hanover settlement area expansion
July, 6, 2010	Presentation prepared by Hanover submitted to Jim	<ul style="list-style-type: none"> Purpose was to request Minister to issue restructuring order under Municipal Act

Town of Hanover - Documents Reviewed

Date	Details	Comments
	Bradley - Minister of Municipal Affairs	
December 19, 2011	Hanover report PB-26-11	<ul style="list-style-type: none"> • Recommends purchase of 14.57 acres in West Grey on east side of CR 28 (former Lawrence Farm) - cost was 1 million • Lands located between drive-in and Shoppers Drug Mart/LCBO
January 23, 2012	Council By-law 2747-12 authorizing purchase of lands in West Grey	<ul style="list-style-type: none"> •
July 12, 2012	Hanover report CAO-06-12	<ul style="list-style-type: none"> • Report recommends collaboration with adjacent municipalities • Report reviews request to extend services to the north
October 4, 2012	OMB decision on OPA 80	<ul style="list-style-type: none"> • This decision dealt with the Future Secondary Plan Area in West Grey - the OMB approved it although the Magwoods were opposed • Section 2.6.3 (10) added to OP • Future Secondary Plan area has area of about 140 hectares
May 14, 2013	Ron Davidson report prepared jointly on behalf of West Grey and Hanover to support OPA 122 lands	<ul style="list-style-type: none"> •
June 18, 2013	Report PDR-PCD-129-13 - OPA 122 Merit Report	<ul style="list-style-type: none"> • Recommends that public meeting be held • 25.2 hectares for Highway Commercial and 3.17 hectares for open space • Expected that services will be extended • Lands on west side of CR 28 owned by Magwoods - they have indicated they have no interest in development • Amendment proposes extension of 2nd Street to CR 28 and then east and north to Wal-Mart entrance on CR 4
July 15, 2013	West Grey and Grey County hold joint public meeting on OPA 122	<ul style="list-style-type: none"> • Magwoods indicate that they have no intention to develop lands
November 15, 2013	Hanover report CAO-07-13	<ul style="list-style-type: none"> • Discusses proposed charter to be signed on November 18, 2013

Town of Hanover - Documents Reviewed

Date	Details	Comments
		<ul style="list-style-type: none"> Charter is brief and discusses mutual cooperation
November 18, 2013	West Grey/Hanover charter	<ul style="list-style-type: none"> This is the signing date
March 18, 2014	Grey County Addendum report #1 to Report PDR-PCD-129-13	<ul style="list-style-type: none"> Recommends adoption of OPA 122 MMAH indicated that they did not like configuration - however, County Planner said this was a middle ground approach
April 1, 2014	OPA 122 adopted by Grey County Council	<ul style="list-style-type: none"> Establishes Secondary Plan in West Grey - to be used for commercial and open space uses
April 21, 2014	West Grey ZBL 33-2014	<ul style="list-style-type: none"> Implements OPA 122
April 23, 2014	Magwood appeal of OPA 122	<ul style="list-style-type: none"> Indicates that Magwoods have no intention of developing Purpose of OPA is only to facilitate development on lands owned by Hanover on east side of CR 28
April 29, 2014	Magwood appeal of West Grey ZBL	<ul style="list-style-type: none">
May 20, 2014	Grey County Addendum report #2 to Report PDR-PCD-129-13	<ul style="list-style-type: none"> Report asks for County direction on whether to appear at OPA 122 hearing Council directed that party status be sought
July 10, 2014	Hanover report CAO-06-14	<ul style="list-style-type: none"> Discusses West Grey/Hanover Development Agreement principles Planning and engineering costs 50/50 Agree on 2nd Street corridor Capital costs 50/50 West Grey collects taxes and Hanover collects water and wastewater fees
August 11, 2014	New Hanover OP adopted by Council	<ul style="list-style-type: none">
November 5, 2014	OMB Pre-hearing conference on OPA 122	<ul style="list-style-type: none"> Hearing scheduled for October 2015 (3 week hearing)
August 13, 2015	Grey County Addendum report #3 to Report PDR-PCD-129-13	<ul style="list-style-type: none"> Report refers to entering into of MOS with Magwoods, Hanover and West Grey (draft MOS attached) Modifications proposed to OPA 122

Town of Hanover - Documents Reviewed

Date	Details	Comments
		(recognize agricultural uses, 2nd Street extension requires EA and no transportation schedule showing 2nd Street)
December 17, 2015	Hemson report on County OP	<ul style="list-style-type: none"> Population growth in Hanover projected to be 750 people between 2016 and 2036
March 18, 2016	New Hanover OP comes into effect	<ul style="list-style-type: none">
August 8, 2016	Hanover Report CAO-10-16	<ul style="list-style-type: none"> Recommends elimination of NRF fees for Parks, Recreation and Culture services The program was having a detrimental effect on the community
February 27, 2017	Report on amalgamation of Hanover and West Grey Police services	<ul style="list-style-type: none"> Indicates it is feasible to amalgamate Savings of \$650,000 per year could be realized
November 6, 2017	Update on discussions on Police Services amalgamation	<ul style="list-style-type: none"> GIS work indicates that optimal location is in vicinity of Mulock Road (halfway between Durham and Hanover) However, West Grey insists on Durham location
April 23, 2018	Hanover report CAO-09-18	<ul style="list-style-type: none"> Identifies opportunity to purchase two properties owned by Carmount on east side of CR 28 One parcel is 4.54 acres and the other is 18.28 acres
May 17, 2018	Memo from Hemson to County	<ul style="list-style-type: none"> Updates projections based on 2016 census Hanover gained 730 people between 2001 and 2016 150 hectares of vacant land in Hanover Population growth in Hanover projected to be 580 people between 2016 and 2036 (less than in 2015 report)
May 22, 2018	Hanover report CAO-11-18	<ul style="list-style-type: none"> Recommends approval of property purchase in West Grey (Carmount - lands south of drive-in) Lands are 4.54 acres in size - cost was \$400,000 Larger parcel to the south owned by Carmount with area of 18.28 acres not purchased

Town of Hanover - Documents Reviewed

Date	Details	Comments
July 9, 2018	Public Meeting West Grey Committee of the Whole (Planning)	<ul style="list-style-type: none"> Meeting to discuss merits of permitting two dwellings on the Alisha and David Schwartz property in West Grey The Magwoods opposed the application
October 25, 2018	New Grey County OP adopted by Council	<ul style="list-style-type: none">
January 14, 2019	Hanover report CAO-02-19	<ul style="list-style-type: none"> Report outlined concerns about lack of developable lands in Hanover This report led to the retention of Watson & Associates
April 18, 2019	Watson & Associates land supply analysis	<ul style="list-style-type: none">
May 9, 2019	MMAH letter with draft modifications to Grey OP	<ul style="list-style-type: none"> One of the modifications deals with restructuring and indicates that if municipal boundary expanded in this manner, comprehensive review would be required (Mod #3)
May 23, 2019	Grey County report PDR-CW-25-19	<ul style="list-style-type: none">
June 6, 2019	MMAH approval of Grey County OP	<ul style="list-style-type: none"> Under new rules, appeals not permitted and it is now in effect
November 8, 2019	Watson & Associates Phase 1 report completed	<ul style="list-style-type: none"> Grey county population will increase at a higher rate than projected Projects need for about 50 units per year instead of 14 per year projected by Hemson No need for residential lands at this point; however, there is need for employment lands
January 9, 2020	Grey County resolution on task force	<ul style="list-style-type: none"> Focus is on two primary settlement areas (Hanover and Owen Sound)
March 12, 2020	Grey County report PDR-CW-17-20	<ul style="list-style-type: none"> Recommends that staff begin work looking at future growth and infrastructure challenges

4. Newspaper story on Hanover-West Grey Co-operation Charter November 2013

■ **HANOVER:** Councils agree to work together for economic growth

Municipalities sign co-operation agreement

LAURA MACDUFF
QMI Agency

Hanover Mayor Kathi Maskell and West Grey Mayor Kevin Eccles signed a charter Monday that commits both municipalities to work toward economic growth on land in West Grey east of Hanover.

The property is east of where big box stores such as Walmart are located.

"During our discussions it became obvious that we had to have some way to formalize how we would work together," said Maskell.

"We knew that we were on the right track and we were doing things in a good way, but we didn't formalize that and we are aware that these two councils won't be here forever and so it was good to have a formal document that commits us to working together in perpetuity."

Maskell said there is one "particular project" the municipalities are working on that could see some land developed, although the Grey County secondary plan needs to be passed at the county level first.

"Our planner and the planning (department) for Grey County will bring the secondary plan to county council for approval and after that happens then — and if that happens and we're hoping that it will — then West Grey will have an opportunity to change their zoning, because for development to happen where we expect it to happen that zoning would have to be commercial-highway."

"I think today is a really good day of collaboration, co-ordination (and) partnership," Eccles said. "This, as I explained to the council when I introduced it today, gives us a door or an opening that's there on a continuous basis to be able to commit both parties to be able to discuss. We may not come to a resolution or anything of that nature, but it does give us a formal way of having discussions on mutual programs and partnerships."

Not every West Grey councillor was on board with the charter agreement. Don Marshall was opposed, councillors Mark Rapke and John Eccles were absent.

"Like I mentioned (in council), this is the start of amalgamation?"

I think we should work equally as well with all of our neighbouring partners, whether it's Southgate, Grey Highlands, Arran-Elderslie, that's out of our county," Marshall said. "This is a common interest that, in my opinion, will benefit Hanover, not West Grey. West Grey will benefit how?"

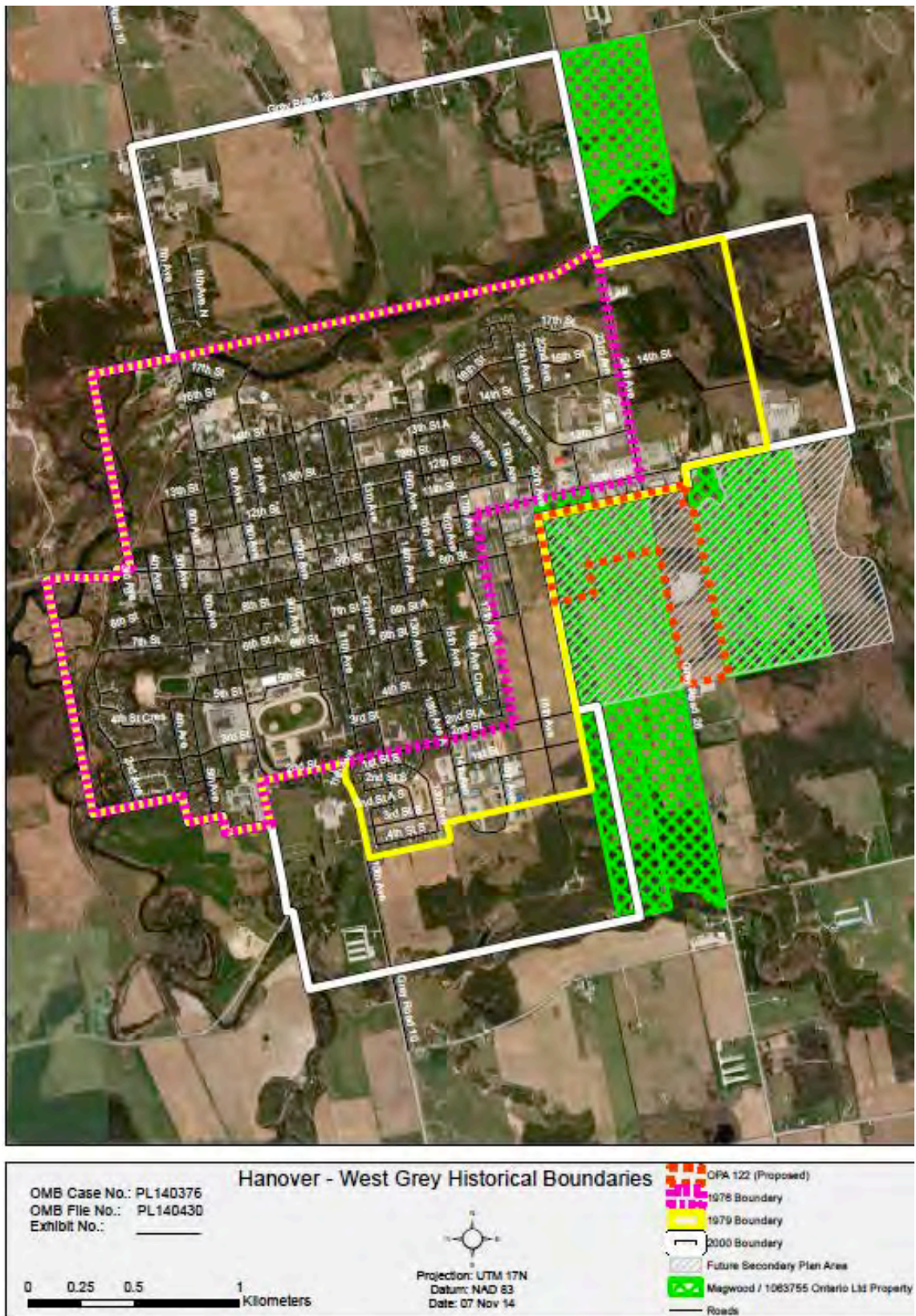
"I keep thinking, if this ever gets developed there will be a fee for taxes but that's it. There's more to a municipality than taxes. I believe that we should be developing our two core urban centres — Durham and Neus-
tad."

Eccles

Maskell

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www.facebook.com/pages/Owen-Sound-Sun-Times/1058115027

5. Location of Magwood Lands



6. Grey County Staff Report - August 13, 2015



Committee Report

Addendum # 3 to Report PDR-PCD-19-13

To: Chair Wright and Members of the Planning and Community Development Committee
From: Scott Taylor, Senior Planner
Meeting Date: August 13, 2015
Subject: West Grey – Hanover Secondary Plan – Ontario Municipal Board Proposed Minutes of Settlement Report
Status: Recommendation adopted by Committee as presented per Resolution PCD108-15; Endorsed by County Council September 1, 2015 per Resolution CC125-15;

Recommendation(s)

WHEREAS the County of Grey approved Official Plan Amendment Number 122 on April 1, 2014 through By-law 4851-14, being an Amendment to adopt a Secondary Plan and re-designate a portion of the lands described as Part Lots 8, 9, 10, 11, 12, 13 and 14 Concession 1 SDR, (Geographic Township of Bentinck) Municipality of West Grey, to the “Highway Commercial” and “Open Space” designations;

AND WHEREAS Amendment Number 122 has been subsequently appealed by the Magwood Family Farms;

AND WHEREAS the County is a party to the Ontario Municipal Board proceedings;

AND WHEREAS the decision on the Secondary Plan has the potential to impact County interests from growth management and transportation perspectives;

NOW THEREFORE BE IT RESOLVED that County staff and the County solicitor be directed to enter into Minutes of Settlement with Municipality of West Grey, the Town of Hanover and the Magwood Family Farms, as outlined in Addendum # 3 to PDR-PCD-19-13, or with minor modifications thereto;

AND THAT the County’s support of the Minutes of Settlement is contingent upon the Municipality of West Grey and the Town of Hanover also supporting such Minutes of Settlement;

AND FURTHER THAT the parties request that Ontario Municipal Board convene a teleconference hearing at its earliest opportunity.

Background

On April 1, 2014 County Council approved by-law 4851-14 to adopt County Official Plan Amendment Number 122, hereafter referred to as OPA 122. Links to the OPA 122 text and schedules have been provided below.

[By-Law 4851-14 - OPA 122 West Grey - Hanover Secondary Plan](#)

[OPA 122 West Grey - Hanover Secondary Plan Schedules](#)

The approval by County Council was based on recommendations by County staff and the Planning and Community Development Committee, contained in the below reports.

[Addendum # 2 to Report PDR-PCD-19-13 OPA 122 West Grey Hanover Secondary Plan](#)

[Addendum to Report PDR-PCD-19-13 OPA 122](#)

[PDR-PCD-19-13 OPA 122 Merit Report](#)

A link to the attachments to OPA 122 has not been provided as the attachments consisted of the OPA text and schedules linked to above.

Subsequent to the County's approval of OPA 122, it has now been appealed by the Magwood Family Farms to the Ontario Municipal Board (OMB).

As per the recommendation of the May 20, 2014 Addendum # 2 Report, the County sought and was granted party status in the Ontario Municipal Board proceedings.

A pre-hearing conference was held on November 5, 2014 between all parties. Since then a procedural order was established and a three week Ontario Municipal Board hearing has been scheduled for October 2015.

Since the pre-hearing the parties have been working together to find an amicable settlement, in order to avoid an Ontario Municipal Board hearing. The proposed Without Prejudice Minutes of Settlement and Schedule 4 to the Minutes have been provided as Appendices 1 and 2 to this report.

All parties have been involved with the above-linked Minutes, but they still require ratification by County, Hanover and West Grey Councils, as well as ultimate approval from the Ontario Municipal Board.

Summary of the Proposed Changes

The proposed Minutes of Settlement would generally implement the following changes of Official Plan Amendment 122:

1. wording has been added around the recognition and continued use of existing agricultural uses; however it is clear that no new livestock buildings or expansions will be permitted, in accordance with the existing and proposed zoning;
2. future municipal arterial and collector roads will require the completion of an Environmental Assessment to determine their design, location and need; and
3. Schedule 3Q has been amended in favour of textual descriptions to the future municipal arterial road in the Official Plan Amendment.

Planning Analysis

The proposed Minutes of Settlement would generally have the same effect as the original OPA 122 passed by County Council. County staff have reviewed the Minutes and discussed them with our County solicitor, and have not identified any areas of concern to the County.

Protections have been built into the policies for the involvement of County Transportation Services staff in any new site plan approvals, entrances, or new roads which would have an impact on County Roads in the area.

A ratification of the Minutes by all parties, and subsequent approval by the Ontario Municipal Board would allow for additional commercial and open space uses to be permitted in West Grey, with services being provided by Hanover. The additional wording would also ensure that the Magwood Family would have the ability to continue to utilize their existing farm operations.

The proposed draft Minutes of Settlement generally;

1. have regard for matters of Provincial interest under *the Planning Act*,
2. are consistent with the 2014 Provincial Policy Statement, and
3. conform to the goals and objectives of the County Official Plan.

Financial / Staffing / Legal / Information Technology Considerations

At this point it is difficult to predict the staffing time, or legal costs, associated with maintaining party status at a contested OMB hearing on OPA 122. If a settlement can be reached which negates the need for an OMB hearing then staffing and legal costs will be minimized. However if a contested hearing is required (scheduled at three weeks), it would be quite costly. A few years ago the County participated in an eight day hearing, with party status, which cost approximately \$19,000.00 in legal fees. Staff time for that hearing was approximately three to four weeks, including preparation and hearing time.

Ancillary costs, in the form of future upgrades to County Roads in the OPA 122 area, may also be necessary.

Link to Strategic Goals / Priorities

An official plan amendment of this nature has the ability to influence a number of the goals contained within the County of Grey Corporate Strategic Plan. Goals 1, 2, and 5 would be particularly relevant to the proposed secondary plan. In accordance with Goal 1, a number of policies within the proposed secondary plan speak to expanding the prosperity base, without negatively impacting commercial lands within the downtown.

Action item 2.10 with respect to enabling healthy and resilient communities, while managing and directing growth through the creation of sound land use planning principles is what the proposed secondary plan is striving to accomplish.

In accordance with Goal 5, the proposed secondary plan has been collaboratively developed by the Municipality of West Grey and the Town of Hanover, with input by landowners and the County.

Respectfully submitted by,

Scott Taylor
Senior Planner

Director Sign Off: *Randy Schierzer*

Appendix 1: Proposed Without Prejudice Minutes of Settlement

PL140376

ONTARIO MUNICIPAL BOARD

Commission des affaires municipales de l'Ontario

PROCEEDING COMMENCED UNDER subsection 17(24) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Appellant: Magwood Family Farms
Subject: Official Plan Amendment No. 122
Municipality: Upper Tier County of Grey
OMB Case No.: PL140376
OMB File No.: PL140376

PROCEEDING COMMENCED UNDER subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P. 13 as amended

Appellant: Magwood Family Farms
Subject: By-law No. 33-2014
Municipality: Municipality of West Grey
OMB Case No.: PL140430
OMB File No.: PL140430

B E T W E E N:

ORLAND MAGWOOD and MAGWOOD FAMILY FARMS ("MAGWOOD")

and

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

("WEST GREY")

and

THE CORPORATION OF THE TOWN OF HANOVER ("HANOVER")

and

THE CORPORATION OF THE COUNTY OF GREY ("COUNTY OF GREY")

MINUTES OF SETTLEMENT

WHEREAS on February 14, 2011 the Ministry of Municipal Affairs and Housing approved County of Grey Official Plan Amendment No. 80 ("OPA 80");

AND WHEREAS OPA 80 identified a Future Secondary Plan Area within West Grey and adjacent to Hanover;

AND WHEREAS OPA 80 requires that certain criteria be demonstrated prior to the adoption of a secondary plan within the Future Secondary Plan area including that:

- "a) the lands designated for new development, by land use type, shall not exceed the growth requirements of the Town of Hanover, for a 20 year planning horizon,
- b) any lands within the secondary plan which are beyond a 20 year planning horizon shall not be designated or zoned for development purposes,
- c) a phasing plan has been established for new development, including future road and infrastructure improvements,
- d) the subject lands can be serviced by municipal water and sanitary sewer services within the planning horizon,
- e) the subject lands cannot first be accommodated within the Town of Hanover through redevelopment or intensification of their existing land supply,

f) impacts on agricultural operations adjacent or close to the Future Secondary Plan Area are mitigated to the extent feasible, consistent with the Provincial Policy Statement, and

g) impacts on the Natural Environment are minimized, consistent with the Provincial Policy Statement."

AND WHEREAS by Order of the Ontario Municipal Board ("Board") dated October 24, 2012, OPA 80 was approved;

AND WHEREAS Grey County adopted Official Plan Amendment No. 122 on April 1, 2014 being a secondary plan for a portion of the Future Urban Area (attached hereto as Schedule 1 and referred to herein as "OPA 122");

AND WHEREAS West Grey adopted By-law 33-2014 on April 21, 2014, being a zoning by-law to implement OPA 122 (attached hereto as Schedule 2 and referred to herein as "By-law 33-2014");

AND WHEREAS Orland Magwood and the Magwood Family have been opposed to the removal of lands owned by the Magwood Family within the Municipality of West Grey and the Town of Hanover, from their Agricultural designation and zoning classification, for development uses, including entering into Minutes of Settlement with Hanover and others filed as Exhibit 106 in OMB File No. M7681, issued July 6, 1979 (attached hereto as Schedule 3);

AND WHEREAS Magwood appealed County of Grey's decision to adopt OPA 122 by correspondence dated April 23, 2014;

AND WHEREAS Magwood appealed West Grey's decision to adopt Zoning By-law 33-2014 by letter dated April 29, 2014;

AND WHEREAS Hanover, West Grey, County of Grey and Magwood ("the Parties") agree through these Minutes of Settlement to approve OPA 122 and Zoning By-law 33-2014 as amended herein;

NOW THEREFORE the Parties in consideration of the mutual consents set out below, the exchange of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge and agree as follows:

1. The Parties shall jointly request that the Board shall approve the modifications to OPA 122 as set out in Schedule 4, which includes changes to:

- (a) Policy 8.5 (i);
- (b) Policy 8.5(ii)(n);
- (c) Policy 8.6 (i)
- (d) Policy 8.6 (ii)(d);
- (e) Policy 8.8 (iv);
- (f) Policy 8.9; and
- (g) Map 3 q.

2. The Parties shall jointly request that the Board approve the modification to Zoning By-law 33-204 as set out in Schedule 5, which includes changes to:

- (a) Section 1 - Permitted Uses.

3. For greater certainty, Hanover and West Grey agree that in the case of the construction of any new municipal arterial/collector roadways commencing at the Eastern Hanover-West Grey municipal boundary between the northerly limit of Grey Road 4 and the southerly limit of Knappville Road on lands owned by Magwood, the need for the new municipal arterial/collector roadways will be determined by an evaluation of all reasonable options, including but not limited to localized intersection improvements at existing intersections, against the "do nothing" alternative as contemplated by the applicable class environmental assessment.

4. To the extent that the terms of these Minutes of Settlement are not complied with, the Parties reserve the right, upon reasonable notice to each other and the Board, to seek to enforce the Minutes before the Board.

5. The Parties shall each bear their own costs associated with this matter.

6. The Parties agree that these Minutes of Settlement address all the terms and conditions of their agreement and that there are no other written or oral terms which amend or modify or otherwise affect the provisions of this agreement.

7. The Parties acknowledge and agree that these Minutes of Settlement may be executed by their solicitors respectively, in counterpart and if so executed, these Minutes of Settlement shall be of full force and effect.

8. It is agreed by and between the Parties that these Minutes of Settlement Agreement shall be enforceable by and to the benefit of the Parties hereto and Orland Magwood's immediate heir.

DATED this ____ day of June, 2015.

THOMSON, ROGERS

Lawyers for the Town of Hanover and the Corporation of the Municipality of West Grey

WEIR, FOULDS LLP

Lawyers for Orland Magwood and Magwood Family Farms

ERROLL G. TRESLAN

Lawyers for the Corporation of the County of Grey

Appendix 2: Proposed Without Prejudice Minutes of Settlement – Schedule 4

8.5 Highway Commercial

i) Permitted Uses

The 'Highway Commercial' designation is intended to provide opportunities for new commercial uses which are not suited to locate within the downtown of Hanover due to their size and/or nature, and which do not compete on a functional basis with Hanover's downtown.

Permitted uses shall include, but are not limited to: automotive uses; restaurants; motels; hotels; bulk sales establishments; garden centres; theatres; places of entertainment; and, building supply outlets, grocery stores, wholesale outlets, pharmacies, retail stores, or combination thereof, provided such uses occupy a minimum of 929 square metres of floor area and agricultural uses existing at the time of the approval of Official Plan Amendment 122 (OMB Approval date to be inserted)

ii) General Policies

- a. The lands designated 'Highway Commercial' shall be zoned with a "h" (holding) suffix in the implementing amendment to the Municipality of West Grey Comprehensive Zoning By-law. The "h" suffix shall not be removed until all servicing issues have been addressed and a Site Plan Agreement has been registered on title. In addition, where the proposed development involves a building supply outlet, grocery store, pharmacy, retail store or other store representing a combination thereof, and such development occupies a floor area exceeding 2787 square metres, the "h" suffix shall not be removed until a retail market study justifying the need for the additional floor space based on the type of the commercial use within the Town of Hanover and this Secondary Plan Area has been prepared to the satisfaction of the Municipality of West Grey in consultation with the Town of Hanover. The "h" suffix is not applicable to permitted agricultural uses.
- b. Proposals for new development shall be subject to a Site Plan Control Agreement involving the property owner and the Municipality of West Grey.
- c. The creation of new lots along the east side of Grey Road 28 shall be strongly discouraged, and conversely, land consolidation involving the existing lots along the east side of Grey Road 28 shall be encouraged, in

order to promote the best and efficient use of the lands and safe traffic patterns.

- d. Lot creation, where permitted, shall be considered in accordance with Section 6.12 Lot Creation of the County of Grey Official Plan.
- e. The utilization of mutual entrances will be required along the east side of Grey Road 28. Development and re-development of these lands shall require the entrances to be constructed in the locations shown on Schedule 3q. All Site Plan Agreements involving these lands shall require the approval of the County of Grey Transportation Services Department. Should land consolidation occur and/or other situations arise where it is more desirable from the County's perspective to construct an entrance in a different location than shown on Schedule 3q, such entrance may be considered without an amendment to Schedule 3q provided the entrance location and the entire Site Plan is satisfactory to the County of Grey Transportation Services Department.
- f. It is the intent of this Secondary Plan for all development along the west side of Grey Road 28 to gain its access from an internal road in order to eliminate entrances onto the County Road. Consideration for direct access onto Grey Road 28 may be considered where there is no internal road access and the entrance conforms to the County of Grey Transportation Services Department requirements.
- g. All developments may be subjected to the completion of a Traffic Impact Study and a subsequent peer review. All road modifications as recommended in the Traffic Impact Study shall be the responsibility of the developer.
- h. The minimum standards for 'Highway Commercial' development pertaining to, among other things, lot area, lot frontage, parking, lot coverage, outdoor storage, and open space, shall be included in the Comprehensive Zoning By-law for the Municipality of West Grey.
- i. Outdoor storage should be located to the rear of the main building or in an area of the lot where such storage is substantially screened from public view and where such storage will have the least impact on the adjacent land uses.
- j. Outdoor lighting shall direct light away from adjacent streets and properties.
- k. Adequate buffers between Highway Commercial development and adjacent non-commercial uses shall be provided in order to minimize potential land use conflicts.

- l. Re-development of the existing developed lots shall be subject to the policies of this Secondary Plan.
- m. All relevant policies of the County of Grey Official Plan shall apply to all land located within this Secondary Plan area. In the event of a conflict between the County Official Plan and this Secondary Plan, the most stringent policy shall apply.
- n. Notwithstanding section 8.5(i) and 8.5(ii) to this Plan, existing uses, which were legally established prior to the approval Official Plan Amendment 122 at the time of the approval of Official Plan Amendment 122 (OMB Approval date to be inserted) shall be permitted to continue to be used for such purposes. No expansions will be permitted to livestock agricultural uses within these lands.

8.6 Open Space

i) Permitted Uses

The 'Open Space' designation is intended to provide opportunities for active and recreation activities.

Permitted uses shall be various forms of public and private open space including parks, playgrounds, picnic areas, sports fields, tennis courts, community trails and other recreational facilities and agricultural uses existing at the time of the approval of Official Plan Amendment 122. (OMB Approval date to be inserted)

ii) General Policies

- a. The establishment of open space activities shall be encouraged to locate adjacent to elementary and secondary school sites where possible.
- b. The development of open space activities shall take into consideration the Parks and Recreation Master Plan for the Town of Hanover.
- c. Proposals for new development may be subject to a Site Plan Control Agreement.
- d. Notwithstanding section 8.6(i) and 8.6(ii) to this Plan, existing uses, which were legally established prior to the approval of Official Plan Amendment 122 (OMB Approval date to be inserted) shall be permitted to continue to be used for such purposes. No expansions will be permitted to livestock agricultural uses within these lands.

8.8 *Transportation*

- i) The policies of Section 8.5 ii) shall apply.
- ii) Sidewalks shall be required along one side of all new roads where deemed appropriate by the Town of Hanover and Municipality of West Grey.
- iii) The visual impact of a development along a County Road shall be addressed in order to promote beautification along the main thoroughfares of Hanover and surrounding area.
- iv) The construction of new municipal arterial/collector roads commencing at the Eastern Hanover-West Grey municipal boundary between the northerly limit of Grey Road 4 and the southerly limit of Knappville Road may be required. The alignment, design and need for any new municipal arterial/collector roads within those limits will be determined by a Class Environmental Assessment pursuant to the Environmental Assessment Act and the goal of minimizing any impact on existing agricultural operations shall be a significant consideration. An amendment to this Plan will not be required for the identification or construction of any new municipal arterial/collector roads approved pursuant to the Class Environmental Assessment.

8.9 *Existing Land Uses*

The Secondary Plan is intended to provide opportunities to private land owners to develop their respective properties. Notwithstanding the land use designations shown on Secondary Schedule Map 3p existing uses, which were legally established prior to the approval of Official Plan Amendment 122 (OMB Approval date to be inserted) shall be permitted to continue to be used for such purposes.

Map 3 q.

Delete reference to Future Arterial Road shown in green.

7. Hanover Population Draw Analysis 2015;

A. TRAFFIC COUNTS

Traffic counts were completed on County Road 4 and County Road 10 in Hanover in 2014 and 2015. The counts are an average two day count per location per year.

Grey County Road	Vicinity Location	2014 Average Daily Traffic Spr/Fall	2015 Average Daily Traffic Spr/Fall
4	100m West of 4 th Ave	7550	8250
4	50m East of 16 th Ave N	12750	14350
4	400m East of GR 28	9350	10550
10	75m North of 3 rd St	6512	7404
10	100m North of 16 th St	5807	5436
28	900m West of 5 th Sideroad NDR	2570	2083

Analysis:

- The traffic counts on CR 4 and 10 near Hanover are the highest in the County outside of Owen Sound.
- Most locations saw an increase from 2014 to 2015.
- Unfortunately, these counts do not show variations during time of day, nor do they explain direction of travel.

Source: Grey County Transportation & Public Safety

B. HANOVER DRIVE TIME ANALYSIS

Hanover has a population base of approximately 40,600 people within a 30-minute drive of the town. Drive time data is a function of the ArcGIS software and utilizes average speeds and traffic patterns to establish the boundaries of the specified time. The chosen thresholds (20 minutes, 30 minutes, and 1 hour) represent expected consumer drive times for various amenities in Hanover. It should be noted that this drive time analysis does not imply consumer draw for the population within each threshold, but rather provides an understanding of the population base available to commercial facilities in Hanover for each drive time threshold.

- Within a 20-minute drive of Hanover, there is a population base of 26,900
- Within a 30-minute drive of Hanover, there is a population base of 40,600
- Within a 1-hour drive of Hanover, there is a population base of 191,400

Source: Town of Hanover Commercial Policy Review, Malone Given Parsons Ltd., August 19, 2015

C. CUSTOMER ORIGIN LICENCE PLATE SURVEYS

Customer origin licence plate surveys provide an indication of the magnitude of the drawing power and geographic extent that customers will travel to various shopping centres and retail areas. These surveys provide a good indication of customer origin. Surveys were conducted at six retail/commercial locations in Hanover and Walkerton over a two-day period from November 14-15, 2014.

A total of 832 licence plate records were collected and submitted to the Ministry of Transportation who provide the corresponding Dissemination Area match for each plate. The results of the survey have been allocated to the various Study Area zones, with licence plate records that originate from outside the study area classified within the Inflow/Other category. The following table summarizes the customer origin licence plate results:

	Town of Hanover Zone 1	SSA East Zone 2	SSA West Zone 3	Total Study Area	Inflow / Other	Total
Walmart Plaza	26.3%	10.1%	24.4%	60.8%	30.1%	100.0%
County Fair Plaza & Surrounding Area	36.9%	22.1%	24.9%	83.9%	16.1%	100.0%
Downtown Hanover	38.3%	23.5%	18.0%	77.8%	22.2%	100.0%
OLG Hanover Raceway	20.2%	10.9%	17.1%	48.1%	51.9%	100.0%
Hanover Mall	32.9%	28.7%	18.1%	77.6%	22.4%	100.0%
Foodland Walkerton	0.0%	3.8%	86.8%	90.6%	9.4%	100.0%

Town of Hanover – Zone 1 is defined by the Town of Hanover municipal boundary.

Secondary Study Area East (SSA East) – Zone 2 consists of the Municipality of West Grey and a portion of the Municipality of Southgate.

Secondary Study Area West (SSA West) – Zone 3 includes the municipalities of Brockton and South Bruce.

Analysis:

- Walmart Plaza has the largest inflow value of any commercial area in Hanover. The survey reflects the regional nature of department store space with three-quarters of the customer origins from outside the Town of Hanover.
- County Fair Plaza & Surrounding Area has a stronger local draw with 36.9% of customers originating from Hanover. It could be expected that the levels of inflow will increase as the re-tenanted space is filled. There is a strong draw from the West – Zone 3 which accounts for 24.9% of customers.
- Downtown Hanover serves a local and regional market with 38.3% of customer originating from Hanover and 22.2% from outside the Study Area.
- Hanover Mall serves a local and regional market area with 32.9% of customers originating from Hanover and 22.4% from outside the Study Area.
- OLG Hanover Raceway has a large regional draw, with inflow accounting for 51.9% of customers.

Source: Town of Hanover Commercial Policy Review, Malone Given Parsons Ltd., August 19, 2015

D. DEMOGRAPHICS

Median age: 46.7

Dwellings: 3165

Language: English

Broad age groups

	2011	2006	% change
Total	7490	7150	4.8
0 to 14	1165	1135	2.6

15 to 64	4500	4390	2.5
65 and over	1825	1625	12.3

Population by age group

0 to 4	380	45 to 49	475
5 to 9	395	50 to 54	575
10 to 14	385	55 to 59	515
15 to 19	410	60 to 64	500
20 to 24	395	65 to 69	395
25 to 29	425	70 to 74	380
30 to 34	360	75 to 79	365
35 to 39	395	80 to 84	340
40 to 44	435	85 years and over	350

Highest level of educational attainment

	Number	Percent
Total population aged 25 years and over	5145	100
No certificate, degree or diploma	1370	26.6
High school diploma	1520	29.5
Postsecondary certificate, diploma or degree	2250	43.7

Families and households

Married-couple families	71.3%
Common-law families	13.5%
Lone-parent families	14.9%

Marital Status

	Number	Percent
Married (and not separated)	3145	49.7
Living common-law	575	9.1
Single (never legally married)	1330	21
Separated	190	3
Divorced	375	5.9
Widowed	710	11.2
Total population 15 years and over	6330	100

Household type

	Number	Percent
Total private households	3165	100
Couple-family households with children aged 24 and under at home	695	22
Couple-family households without children aged 24 and	1060	33.5

under at home		
Lone-parent family households	290	9.2
One-person household	1000	31.6
Multiple family household	35	1.1
Other households	85	2.7

Structural type of dwelling

	Number	Percent
Total structure type of dwelling	3165	100
Single-detached house	2090	66
Semi-detached house	75	2.4
Row house	215	6.8
Apartment, five or more storeys	135	4.3
Apartment, fewer than five storeys	530	16.7
Apartment, duplex	115	3.6
Other single-attached house	10	0.3

Source: 2011 Census

8. Notes Prepared by Brian Tocheri as part of his presentation the C of C AGM 2016:

Then while I was going through some files looking for information on non-resident fees, I came across an article from The Post in February 1999 entitled, “*Normandby wants no part of Hanover in amalgamation.*” The article stemmed from a public meeting in Ayton to discuss amalgamation. The article goes on to say:

Councillor Grierson admitted that the presentation was biased but said he did not appreciate the manner in which they were treated when attending amalgamation talks with Hanover. “I was talked down to and I didn’t like that. We didn’t get that with the three townships. We respect each other.” Councillor Liebold agreed and added that there was a friendlier feeling amongst the townships than with Hanover. “Amalgamation is often compared to a marriage,” she explained. “Well, the Hanover one is a shotgunner and the three townships one is a love affair.” She also said that she did not like the threats of higher user fees that Hanover has hinted at increasing for outside residents. “That doesn’t help. It hurts. It makes me dig in my heels.” The reaction was similar during a public meeting in Elmwood to discuss Bentinck’s amalgamation plans.

9. Background Notes on Informal Political Annexation Initiatives held on May and October 2019

Begin forwarded message:

From: Sue Paterson <spaterson@hanover.ca>

Date: May 16, 2019 at 2:14:34 PM EDT

To: Brian Tocheri <btocheri@hanover.ca>

Subject: Hanover boundary expansion

Brian,

Mayor Christine Robinson and I had lunch today and I asked her what her thoughts were about Hanover expanding its boundaries and if she thought her council would consider an expansion. She replied that she would be willing to work with Hanover with underground services but would not consider any boundary changes. She suggested her council would probably feel the same.

Mayor Robinson said she and her council have a lot happening at this time and Hanover's expansion is not on their radar.

I said we would probably send a letter sharing our proposal to expand our boundaries and at that time a response stating their intentions would be appreciated and we would all know where we stand. I said it is important for us to be clear and up front.

Sue

**Sue Paterson, Mayor
Town of Hanover**

From: Sue Paterson

Sent: Wednesday, March 4, 2020 12:09 PM

To: Brian Tocheri <btocheri@hanover.ca>; Selwyn Hicks <shicks@hanover.ca>

Subject: Boundary expansion

Brian,

On October 28, 2019 Deputy Mayor Hicks and myself had lunch with the West Grey Mayor and Deputy Mayor.

We talked about the SMA, SMART, sharing services and purchasing and we did Eventually talk about boundary expansion. Mayor Robinson was adamant that she was not going to discuss Hanover's boundary expansion. Deputy Mayor Hicks replied that one way or the other the discussion was going to happen whether it started during our lunch or at a meeting between our councils or at the County level.

Eventually Christine stated that Hanover had three choices:

1. Look within your own boundaries to build along with intensification
2. Look elsewhere which refers to Brockton
3. Status quo

During the discussion I shared that we were already working diligently on intensification stating that in the last 20 years we have approved 83 applications for severance and builds. I also said that developers do not want to deal with two municipalities sharing that we have lost two

significant builds that would have benefited southern Grey County. Those two were businesses were Home Depot which went to Huntsville and Trillium Insurance which went to Listowel. Trillium was 70 middle management jobs. A loss for our area.

I also shared that Hanover has over 35% seniors and that 65% of our work force comes from out of town, examples were the hospital and Exceldor. Both the Mayor and Deputy Mayor were surprised with that comment.

Mayor Robinson asked why we had not developed the former Queen's Hotel site and I responded that we want the appropriate business to be situated there. I shared that Tim Horton's and a gas station both wanted that site but because of the size of the lot and the amount of traffic in that area it would not be ideal and I know the County would not be in favour of any business that has high vehicular traffic. Safety and traffic flow would be an issue.

Sue

**Sue Paterson, Mayor
Town of Hanover**

**STAGE 1 - APPENDIX B
PROVINCIAL RESTRUCTURING ACTIVITY AND LEGISLATIVE
REQUIREMENTS**

**Town of Hanover
Local Growth Management Scoped Comprehensive Review
Phase 2 - Restructuring & Community Engagement
Component**

**Stages 1-3 Summary Report for Circulation to The Ministry of Municipal Affairs
and Housing, Western Municipal Services Office, Minister Bill Walker and**

Minister Lisa Thompson

**Prepared by Fournier Consulting Services for Meridian Planning Consultants
January 6, 2021**

Stage 1- Appendix B Provincial Restructuring Activity & Legislative Requirements:

- #1- Carleton Place/Beckwith/Lanark Annexation 2001;
- #2-Carleton Place/Mississippi Mills/Lanark Annexation 2012;
- #3- Carleton Place/Mississippi Mills/Lanark Annexation 2014;
- #4-Brantford/Brant Draft Annexation 2016;
- #5-Brantford/Brant Approved Annexation 2016;
- #6-Elizabethtown-Kitley/Brockville/UCLG Draft Annexation 2016;
- #7-Strathroy-Caradoc/Adelaide Metcalfe/Middlesex 2017;
- #8-Woodstock/Norwich/Oxford 2018
- #9-Southwest Oxford/Woodstock Proposed 2019;
- #10- Stratford/Perth South/ Perth Proposed 2020;
- #11- Stratford/Perth South/ Perth Approved 2020;
- #12- Ingersoll/Southwest Oxford/Oxford Proposed 2020;
- #13-Milton/Halton & Mississauga/Peel 2010;
- #14-Northumberland/Port Hope/Port Hope/Campbellford/Seymour/Percy/Hastings 2001; and
- #15-MMAH Restructuring Proposal Package.

**THE CORPORATION OF THE COUNTY OF LANARK
BY-LAW NO. 2011-28**

**A BY-LAW AUTHORIZING A BOUNDARY ADJUSTMENT AGREEMENT BETWEEN
THE TOWN OF CARLETON PLACE, TOWNSHIP OF BECKWITH AND
THE COUNTY OF LANARK**

WHEREAS, pursuant to sections 172 and 173 of the *Municipal Act, S.O. 2001, Chapter 25*, and amendments thereto, a municipality may make a restructuring proposal to annex part of a municipality to another municipality by submitting to the Minister a restructuring agreement;

AND WHEREAS, the terms of the Boundary Adjustment Agreement have been agreed upon between the Township Beckwith, the Town of Carleton Place and the County of Lanark to be forwarded to the Minister of Municipal Affairs and Housing for approval attached as Schedule "A".

NOW THEREFORE BE IT RESOLVED THAT, the Council of The Corporation of the County of Lanark enacts as follows:

1. GENERAL REGULATIONS

- 1.1 **THAT**, the Warden and Clerk are hereby authorized in the name of the Corporation of the County of Lanark, to sign the Boundary Adjustment Agreement between the Corporation of the Town of Carleton Place, the Corporation of the Township of Beckwith and the Corporation of the County of Lanark attached as Schedule "A" forming part of this By-Law.

2. ULTRA VIRES

Should any sections of this By-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

4. EFFECTIVE DATE

This By-Law will come into effect on the day of its passing.

This By-Law read a first and second time this 28th day of September, 2011.

This By-Law read a third time and finally passed this 28th day of September, 2011

Cathie Ritchie, Clerk

Sharon Mousseau, Warden

THE CORPORATION OF THE COUNTY OF LANARK
SCHEDULE "A" TO BY-LAW 2011-28

**BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT
AND, AS APPROPRIATE, A RESTRUCTURING PROPOSAL**

AMONG:

THE CORPORATION OF THE TOWN OF CARLETON PLACE,

hereinafter referred to as "Carleton Place"

and

THE CORPORATION OF BECKWITH TOWNSHIP,

hereinafter referred to as "Beckwith"

and

THE CORPORATION OF THE COUNTY OF LANARK COUNTY,

hereinafter referred to as "Lanark County"

WHEREAS the owner(s) of lands presently within the jurisdiction of Beckwith, as described in on Schedule "A" hereto, the approximate location of which are shown cross hatched on the sketches attached at Schedule "A1" hereto, have requested that the said lands be annexed to Carleton Place to facilitate future development;

AND WHEREAS Carleton Place, Lanark County and Beckwith (the affected municipalities) have negotiated an agreement among them for the transfer of land (the annexed lands), located in Beckwith and Lanark County to Carleton Place by way of restructuring proposal pursuant to sections 172 and 173 of the *Municipal Act*, S.O. 2001;

AND WHEREAS subsection 16(a) of Section 173 of the *Municipal Act*, 2001 states that a restructuring proposal is minor if the proposal provides for one or more annexations of part of a local municipality to another municipality and does not provide for any type of restructuring other than as described in clause (a) and, in the opinion of the Minister, is of a minor nature;

AND WHEREAS the restructuring proposal provided for herein complies with Ontario Regulation 588/00 pertaining to restructuring proposals;

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NOW THEREFORE this document witnesses that in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions contained herein, the municipalities agree as follows:

1. EFFECTIVE DATE AND IMPLEMENTATION:

- 1.1 This agreement is deemed to constitute a restructuring proposal, which will be submitted to the Minister of Municipal Affairs and Housing (the "**Minister**") for implementation, effective December 31, 2011 (the "**effective date**"). The Minister is requested by the municipalities to implement those provisions of this agreement that the Minister has authority to implement. The municipalities agree that all the provisions of this agreement are binding upon them, whether contained in the Minister's Order or otherwise.

2. LANDS TO BE ANNEXED

This Boundary Adjustment Agreement concerns a proposed annexation of part of Beckwith, in the County of Lanark, to Carleton Place. The lands changing

5. PROVISION OF MUNICIPAL SERVICES

- 5.1 Carleton Place will assume all responsibility for the provision of municipal services including but not limited to roads, sewer, water, waste collection, police protection and fire protection to the annexed land and the said municipal services shall become the responsibility of Carleton Place on the effective date of the annexation as contained in the Minister's Order. Carleton Place will have the sole right to negotiate the provision of municipal services including all costs associated with service extension, capacity creation and service provision with the owners of the annexed land.

6. STUDIES, PLANS, RECORDS

- 6.1 Beckwith and Lanark County will transfer to Carleton Place any studies, plans, records, designs or similar material that it has prepared and that are public in nature and relate to the annexed land.
- 6.2 Beckwith and Lanark County agree that after the effective date they will continue to cooperate with Carleton Place by providing such supporting information and documentation that is in their possession or under their control that is requested by Carleton Place to enable Carleton Place to respond to development inquiries.

7. EMPLOYEES

- 7.1 There will be no transfer of employees or other staff from Beckwith or Lanark County to Carleton Place as a result of this restructuring.

8. MUNICIPAL PROPERTY

- 8.1 As a result of this agreement no municipally owned land will be conveyed to Carleton Place, other than that portion of the municipal road known as Cavanagh Road, currently located in Beckwith Township, and shown as part of the Annexed Lands on the sketch attached hereto as Schedule "A1".
- 8.2 Any securities, letters of credit or similar instructions that are held in trust by Beckwith with respect to any Subdivision Agreements or any other development agreements in the annexed land shall vest in Carleton Place as of the effective date and documentation related thereto shall be transferred to Carleton Place prior to February 1, 2012.

9. LIABILITIES

- 9.1 Except as specifically provided for in this agreement, any liabilities, obligations or responsibilities that Beckwith may have that relate to the annexed land shall be transferred to Carleton Place as of the effective date. Beckwith and Lanark County are not aware of any litigation that relates to the annexed land.
- 9.2 Any litigation commenced prior to the effective date, or after the effective date with respect to matters that occurred prior to the effective date with respect to the Annexed Lands, remains the obligation of Beckwith or Lanark County as they case may be.

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- 9.3 All non-tax financial liabilities due to and remaining uncollected by Beckwith as of the effective date shall remain the responsibility of Beckwith.

10. MUNICIPAL BY-LAWS AND OFFICIAL PLANS

- 10.1 Any comprehensive Zoning By-Law or amendments thereto, or site plan control by-laws, passed pursuant to section 34 or 41 or predecessor of those sections of

**THE CORPORATION OF THE COUNTY OF LANARK
BY-LAW NO. 2012-13**

**A BY-LAW AUTHORIZING A BOUNDARY ADJUSTMENT AGREEMENT BETWEEN
THE TOWN OF CARLETON PLACE, TOWN OF MISSISSIPPI MILLS AND
THE COUNTY OF LANARK**

WHEREAS, pursuant to sections 172 and 173 of the *Municipal Act, S.O. 2001*, Chapter 25, and amendments thereto, a municipality may make a restructuring proposal to annex part of a municipality to another municipality by submitting to the Minister a restructuring agreement;

AND WHEREAS, the terms of the Boundary Adjustment Agreement have been agreed upon between the the Town of Carleton Place, the Town of Mississippi Mills and the County of Lanark to be forwarded to the Minister of Municipal Affairs and Housing for approval attached as Schedule "A".

NOW THEREFORE BE IT RESOLVED THAT, the Council of The Corporation of the County of Lanark enacts as follows:

1. GENERAL REGULATIONS

- 1.1 **THAT**, the Warden and Clerk are hereby authorized in the name of the Corporation of the County of Lanark, to sign the Boundary Adjustment Agreement between the Corporation of the Town of Carleton Place, the Corporation of the Town of Mississippi Mills and the Corporation of the County of Lanark attached as Schedule "A" forming part of this By-Law.

2. ULTRA VIRES

Should any sections of this By-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

4. EFFECTIVE DATE

This By-Law will come into effect on the day of its passing.

This By-Law read a first and second time this 23rd day of May, 2012

This By-Law read a third time and finally passed this 23rd day of May, 2012

Cathie Ritchie, Clerk

John Gemmell, Warden

THE CORPORATION OF THE COUNTY OF LANARK

SCHEDULE "A" TO BY-LAW 2012-13

**BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT
AND, AS APPROPRIATE, A RESTRUCTURING PROPOSAL**

AMONG:

THE CORPORATION OF THE TOWN OF CARLETON PLACE,

hereinafter referred to as "Carleton Place"

and

THE CORPORATION OF THE TOWN OF MISSISSIPPI MILLS,

hereinafter referred to as "Mississippi Mills"

and

THE CORPORATION OF THE COUNTY OF LANARK COUNTY,

hereinafter referred to as "Lanark County"

WHEREAS Carleton Place is currently the owner of the lands presently within the jurisdiction of Mississippi Mills, shown as Parts 1, 2 and 3 on Plan 27R-9975, a copy of which is attached hereto at Schedule "A1", and are more particularly described in Schedule "A";

AND WHEREAS Carleton Place, Lanark County and Mississippi Mills (the affected municipalities) have requested that the said lands be annexed to Carleton Place to facilitate future development;

AND WHEREAS Carleton Place, Lanark County and Mississippi Mills have negotiated an agreement among them for the transfer of land (the annexed lands), located in Mississippi Mills and Lanark County to Carleton Place by way of restructuring proposal pursuant to sections 172 and 173 of the *Municipal Act*, S.O. 2001;

AND WHEREAS subsection 16(a) of Section 173 of the *Municipal Act*, 2001 states that a restructuring proposal is minor if the proposal provides for one or more annexations of part of a local municipality to another municipality and does not provide for any type of restructuring other than as described in clause (a) and, in the opinion of the Minister, is of a minor nature;

AND WHEREAS the restructuring proposal provided for herein complies with Ontario Regulation 588/00 pertaining to restructuring proposals;

NOW THEREFORE this document witnesses that in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions contained herein, the municipalities agree as follows:

1. EFFECTIVE DATE AND IMPLEMENTATION:

- 1.1 This agreement is deemed to constitute a restructuring proposal, which will be submitted to the Minister of Municipal Affairs and Housing (the "**Minister**") for implementation, effective September 30, 2012 (the "**effective date**"). The Minister is requested by the municipalities to implement those provisions of this agreement that the Minister has authority to implement. The municipalities agree that all the provisions of this agreement are binding upon them, whether contained in the Minister's Order or otherwise.

2. LANDS TO BE ANNEXED

This Boundary Adjustment Agreement concerns a proposed annexation of part of Mississippi Mills, in the County of Lanark, to Carleton Place. The lands changing corporate jurisdiction from Mississippi Mills to Carleton Place are shown as Parts 1, 2 and 3 on Plan 27R-9975, a copy of which is attached hereto at Schedule "A1", and are more particularly described in Schedule "A". Schedule "A" and Schedule "A1" form an integral part of this agreement.

The above described lands are referred to in this agreement as the "**Annexed Lands**".

- 2.1 The municipalities agree as follows:

- 2.1.1 That it is in their mutual interest to facilitate an annexation of land from Mississippi Mills to Carleton Place in order to encourage development of the Annexed Lands at urban densities with piped municipal water supply and sanitary sewage collection and treatment services.

3. REPRESENTATION

- 3.1 At present there are no qualified municipal voters in the subject land and no development is anticipated prior to the elections to be held in October, 2014 but should development take place, the Annexed Lands shall be located in Carleton Place as of the effective date and the residents of the Annexed Lands shall be entitled to vote in Carleton Place in the regular municipal elections in accordance with the *Municipal Elections Act, 1996*.

4. COMPENSATION

- 4.1 In consideration of the transfer of the Annexed Lands from Mississippi Mills to Carleton Place, Carleton Place and Mississippi Mills have agreed to the financial agreement as set out in Schedule "B" attached hereto and being part of this agreement.

5. PROVISION OF MUNICIPAL SERVICES

- 5.1 Carleton Place will assume all responsibility for the provision of municipal services including but not limited to roads, sewer, water, waste collection, police protection and fire protection to the Annexed Lands and the said municipal services shall become the responsibility of Carleton Place on the effective date of the annexation as contained in the Minister's Order. Carleton Place will have the sole right to negotiate the provision of municipal services including all costs associated with service extension, capacity creation and service provision with the owners of the Annexed Lands.

6. STUDIES, PLANS, RECORDS

- 6.1 Mississippi Mills and Lanark County will transfer to Carleton Place any studies, plans, records, designs or similar material that it has prepared and that are public in nature and relate to the Annexed Lands.
- 6.2 Mississippi Mills and Lanark County agree that after the effective date they will continue to cooperate with Carleton Place by providing such supporting information and documentation that is in their possession or under their control that is requested by Carleton Place to enable Carleton Place to respond to development inquiries.

7. EMPLOYEES

- 7.1 There will be no transfer of employees or other staff from Mississippi Mills or Lanark County to Carleton Place as a result of this restructuring.

8. MUNICIPAL PROPERTY

- 8.1 As a result of this agreement no land owned by Mississippi Mills will be conveyed to Carleton Place.
- 8.2 Any securities, letters of credit or similar instructions that are held in trust by Mississippi Mills with respect to any Subdivision Agreements or any other development agreements in the Annexed Lands shall vest in Carleton Place as of the effective date and documentation related thereto shall be transferred to Carleton Place on or prior to September 30, 2012.

9. LIABILITIES

- 9.1 Except as specifically provided for in this agreement, any liabilities, obligations or responsibilities that Mississippi Mills may have that relate to the Annexed Lands shall be transferred to Carleton Place as of the effective date. Mississippi Mills and Lanark County are not aware of any litigation that relates to the Annexed Lands.
- 9.2 Any litigation commenced prior to the effective date, or after the effective date with respect to matters that occurred prior to the effective date with respect to the Annexed Lands, remains the obligation of Mississippi Mills or Lanark County as they case may be.
- 9.3 All non-tax financial liabilities due to and remaining uncollected by Mississippi Mills as of the effective date shall remain the responsibility of Mississippi Mills.

10. MUNICIPAL BY-LAWS AND OFFICIAL PLANS

- 10.1 Any comprehensive Zoning By-Law or amendments thereto, or site plan control by-laws, passed pursuant to section 34 or 41 or predecessor of those sections of the *Planning Act*, or any Official Plan or amendments thereto of Mississippi Mills that have been approved or adopted for the Annexed Lands pursuant to the provisions of the *Planning Act* shall be deemed to be part of the Zoning By-law and Official Plan for Carleton Place as of the effective date and shall remain in full force and effect in the Annexed Lands until amended or repealed or otherwise replaced by Carleton Place pursuant to the provisions of the *Planning Act*.
- 10.2 Any application to amend the Comprehensive Zoning By-law or the Official Plan for Mississippi Mills that was initiated prior to the effective date for the Annexed Lands shall be continued by Carleton Place having regard for the Zoning By-law and Official Plan for Mississippi Mills.
- 10.3 Save and except as provided for in Section 10.1 and 10.2, and this paragraph, any by-laws and resolutions of Carleton Place shall come into force and take effect in the Annexed Lands as of the effective date, save and except for Mississippi Mills by-laws and Lanark County by-laws passed pursuant to the *Highway Traffic Act* or the *Municipal Act*, that regulate the use of highways by vehicles or pedestrians, which establish speed limits or parking restrictions within the Annexed Lands or that regulate the encroachment or projection of buildings or any portion thereof upon or over highway, by-laws of Mississippi Mills or the county passed under Section 45, 58, or 61 or a predecessor of those sections of the *Drainage Act*, by-laws passed under Section 10 of the *Weed Control Act*, bylaws passed under the *Local Improvement Act* or *Development Charges Act, 1997* and by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Council of Mississippi Mills or Lanark County, as the case may be, which by-laws shall be deemed to be by-laws of Carleton Place and shall remain in force and effect until amended or replaced by the Council for Carleton Place.
- 10.4 With respect to the applicable by-laws per section 10.3, a list of all applicable by-laws and copies of any site specific by-laws pertaining to the Annexed Lands shall be provided to Carleton Place no later than September 1, 2012 and Mississippi Mills will provide information with regard to other applicable by-laws as needed by Carleton Place from time to time until replacement by-laws are passed.

11. TAX COLLECTION AND ASSESSMENT

- 11.1 All real property taxes levied under any general or special Act and uncollected as of the effective date of the annexation shall be deemed to be taxes due and payable to Carleton Place and may be collected by Carleton Place.
- 11.2 Prior to December 1, 2012 the Clerk of Mississippi Mills shall provide the Clerk of Carleton Place with a special collectors roll in respect of the Annexed Lands showing any and all arrears of real property taxes or funds payable in the same manner as taxes against the Annexed Lands including and upon to September 30, 2012; the person assessed therefore; and their known addresses.

- 11.3 On the first date of the month following the month during which any arrears against the lands in the annexed area, as determined pursuant to clause 11.2, are collected, Carleton Place shall pay to Mississippi Mills an amount equal to the amount of the arrears collected, and in any event Carleton Place shall pay to Mississippi Mills the total amount of any and all outstanding arrears, inclusive of any penalties, accrued to September 30, 2012, no later than December 1, 2012 and thereafter any arrears, and penalties recovered through collection activities or tax sale proceedings shall accrue to the Town of Carleton Place.
- 11.4 For the purpose of the assessment roll to be prepared for Carleton Place in the year of annexation, the lands in the annexed area(s) shall be deemed to be part of the Town of Carleton Place and shall be assessed on the same basis as the assessment roll for the Town of Carleton Place is prepared

12. DISPUTE RESOLUTION

12.1 The parties will try to resolve any difference between them on any matter in this agreement by negotiation between themselves personally or by their lawyers.

12.2 Notwithstanding the foregoing, all differences or disputes which arise between the parties from time to time in relation to the interpretation of this agreement or to any act or omission of any party to the dispute or in relation to any other matter whatsoever touching the terms and conditions of this agreement shall be referred to a single arbitrator to be agreed upon by the parties to the dispute and, in default of agreement, to a single arbitrator appointed by the Court under the provisions of the *Arbitration Act*, S.O. 1991, c.17. Upon any such difference or dispute arising, either party may give written notice as provided for herein of same to the other. Upon any such notice being given, the parties shall, within five (5) working days thereafter, agree upon an arbitrator. In the absence of agreement within the aforesaid five (5) working day period, either party may apply to a Judge of the Ontario Superior Court of Justice in Ottawa, Ontario, to appoint same. The arbitrator shall have jurisdiction to divide the cost of the arbitration between the parties in such proportion as it sees fit, or to require one of the parties to pay the entire costs of the arbitration, having regard to the decision/award of the Arbitrator. The costs of the arbitration shall consist of the parties' legal expenses, the fees and expenses of the arbitrator and any other expenses relating to the arbitration.

12.3 Any provisional remedy, which would be available from a court of law, shall be available to the arbitrator, pending arbitration.

12.4 Any party may make an application to the arbitrator seeking injunctive relief until such time as the arbitration award is rendered or the controversy is otherwise resolved.

12.5 Any party may seek from a court any interim or provisional remedy that may be necessary to protect the rights or property of that party, pending the establishment of an arbitrator or pending the arbitrator's determination of the merits of the controversy or until the controversy is otherwise resolved.

12.6 The parties shall allow and participate in oral and documentary discovery in accordance with the Rules of Civil Procedure of Ontario. All issues regarding the parties' compliance with examination of discovery requests and the conduct of examinations for discovery shall be decided by the arbitrator.

12.7 The arbitration decision/award shall be in writing and shall specify the findings of fact and the legal basis for the decision/award.

12.8 Either party may appeal the arbitrator's decision/award to a court of competent jurisdiction, within thirty (30) days of the decision/award being made, on one of the following grounds:

- (a) any ground or grounds specified in the *Arbitration Act*, S.O. 1991, C.17;
- (b) the award contains material errors of law;
- (c) the award contains material errors of mixed fact and law; or
- (d) the decision/award is arbitrary or capricious.

13. OTHER PROVISIONS

13.1 This agreement is conditional upon the issuances of an Order by the Minister implementing, subject to minor amendments the restructuring proposal submitted by the municipalities.

13.2 This agreement contains all of the terms, conditions and understandings among the parties and it is acknowledged and agreed that there are no other representations, warranties, conditions, collateral agreements, or promises affecting the relationship of the parties regarding this matter.

13.3 The invalidity, illegality or unenforceability of any specific provision, article or clause of this Agreement shall remain valid and in full force and effect.

13.4 The failure of any party to this agreement to require performance of or compliance with the agreement by another party to this agreement shall in no way affect the right of any party hereto to thereafter enforce such provision or condition.

13.5 The waiver or breach of any provision of this Agreement by any party to the Agreement shall not be taken or held to be a waiver of or a consent to breach either the same provision or any other provision of this agreement save and except to the extent that such waiver or consent is give in writing with the mutual consent of all parties hereto.

14. BINDING AGREEMENT

14.1 The municipalities agree that all provisions of this agreement, inclusive of Schedules "A", "A1" and "B" attached hereto, whether or not they are contained in the Minister's restructuring order, are binding on he municipalities.

[Balance of page intentionally left blank]

SIGNATURES

14.2 The municipalities, by the respective persons authorized by by-law on behalf of Mississippi Mills, the Lanark County, and Carleton Place, are executing this agreement under seal.

DATED THE DAY OF , 2012

**THE CORPORATION OF THE TOWN OF
CARLETON PLACE**

Per: _____
Name: Wendy J. LeBlanc
Title: Mayor

Per: _____
Name: Duncan Rogers
Title: Clerk
We have authority to bind the corporation.

**THE CORPORATION OF THE TOWN OF
MISSISSIPPI MILLS**

Per: _____
Name: John Levi
Title: Mayor

Per: _____
Name: Shawna Stone
Title: Clerk
We have authority to bind the corporation.

**THE CORPORATION OF THE COUNTY OF
LANARK COUNTY**

Per: _____
Name: John Gemmell
Title: County Warden

Per: _____
Name: Cathie Ritchie
Title: Clerk
We have authority to bind the corporation.

SCHEDULE "A"

BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT

Legal Description of Annexed Lands

Firstly:

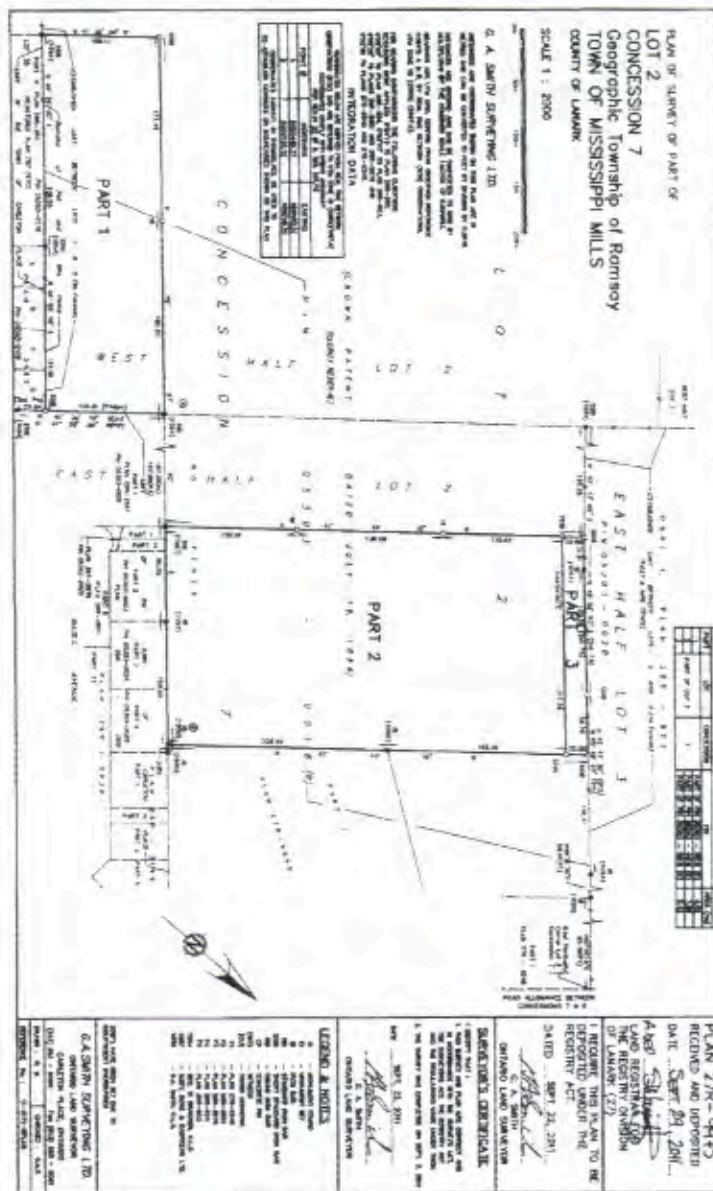
PIN 05303-0232 (LT) being Part of Lot 2, Concession 7 Ramsay being Part 1 on Plan 27R-9975; subject to an easement as in RM10290; Town of Carleton Place.

Secondly:

PIN 05303-0233 (LT) being Part of Lot 2, Concession 7 Ramsay being Parts 2 and 3 on Plan 27R-9975; subject to an easement as in RM10290; subject to an easement as in LC117569; Town of Carleton Place.

SCHEDULE "A1"

BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT



SCHEDULE "B"

BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT

In consideration of the annexation of the Annexed Lands from Mississippi Mills to Carleton Place, the parties have agreed as follows:

- 1) In addition to all other development and permit fees otherwise payable in respect of the Annexed Lands, Carleton Place will collect a one time fee from residential developers of the Annexed Lands equivalent to the Mississippi Mills development fee at the time of permit issuance for residential construction thereon and promptly remit same to Mississippi Mills.
- 2) No later than the 1st day of March in each and every year commencing on the 1st day of March, 2013 and continuing in each and every year up to and including the 1st day of March, 2052, Carleton Place will pay Mississippi Mills 30% of the municipal portion of real property taxes levied in relation to any portion of the Annexed Lands zoned for commercial or industrial use. In no event shall Carleton Place be liable to pay Mississippi Mills any portion of real property taxes levied in relation to any portion of the Annexed Lands after December 31, 2051.
- 3) Carleton Place will reimburse Mississippi Mills for their full legal costs directly associated with the annexation.

**THE CORPORATION OF THE COUNTY OF LANARK
BY-LAW No. 2014-17**

**BEING A BY-LAW AUTHORIZING A BOUNDARY ADJUSTMENT
AGREEMENT BETWEEN THE TOWN OF CARLETON PLACE, TOWN OF
MISSISSIPPI MILLS AND THE COUNTY OF LANARK**

WHEREAS pursuant to sections 172 and 173 of the *Municipal Act, s.o. 2001*, Chapter 25, and amendments thereto, a municipality may make a restructuring proposal to annex part of a municipality to another municipality by submitting to the Minister a restructuring agreement;

AND WHEREAS the terms of the Boundary Adjustment Agreement have been agreed upon between the Town of Carleton Place, the Town of Mississippi Mills and the County of Lanark to be forwarded to the Minister of Municipal Affairs and Housing for approval attached as Schedule "A".

NOW THEREFORE BE IT RESOLVED THAT, the Council of the corporation of the County of Lanark enacts as follows:

1. GENERAL REGULATIONS

THAT, the Warden and Clerk are hereby authorized in the name of the Corporation of the County of Lanark to sign the Boundary Adjustment Agreement between the Corporation of the Town of Carleton Place, the Corporation of the Town of Mississippi Mills and the Corporation of the County of Lanark attached as Schedule "A" forming part of this By-law.

2. ULTRA VIRES

Should any sections of this By-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

3. EFFECTIVE DATE

This By-law will come into effect on the day of its passing.

**THE CORPORATION OF THE COUNTY OF LANARK
BY-LAW No. 2014-17**

This By-Law read a first and second time this 18th day of June, 2014

This By-Law read a third time and finally passed this 18th day of June, 2014

Leslie Drynan, Deputy Clerk

Richard Kidd, Warden

SCHEDULE A TO BY-LAW xx-2014

BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT
AND, AS APPROPRIATE, A RESTRUCTURING PROPOSAL

AMONG:

THE CORPORATION OF THE TOWN OF CARLETON PLACE,

hereinafter referred to as "Carleton Place"

and

THE CORPORATION OF THE TOWN OF MISSISSIPPI MILLS,

hereinafter referred to as "Mississippi Mills"

and

THE CORPORATION OF THE COUNTY OF LANARK COUNTY,

hereinafter referred to as "Lanark County"

WHEREAS the owner of certain lands presently within the jurisdiction of Mississippi Mills, has approached the Municipalities asking that his property be annexed into Carleton Place;

AND WHEREAS to accomplish this annexation shown on *owner to provide survey plan*, a copy of which is attached hereto at Schedule "A1", and are more particularly described in Schedule "A" needs to be annexed;

AND WHEREAS Carleton Place, Lanark County and Mississippi Mills (the affected municipalities) have requested that the said lands be annexed to Carleton Place to facilitate future development;

AND WHEREAS Carleton Place, Lanark County and Mississippi Mills have negotiated an agreement among them for the transfer of land (the annexed lands), located in Mississippi Mills and Lanark County to Carleton Place by way of restructuring proposal pursuant to sections 172 and 173 of the *Municipal Act*, S.O. 2001;

AND WHEREAS subsection 16(a) of Section 173 of the *Municipal Act, 2001* states that a restructuring proposal is minor if the proposal provides for one or more annexations of part of a local municipality to another municipality and does not provide for any type of restructuring other than as described in clause (a) and, in the opinion of the Minister, is of a minor nature;

AND WHEREAS the restructuring proposal provided for herein complies with Ontario Regulation 588/00 pertaining to restructuring proposals;

NOW THEREFORE this document witnesses that in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions contained herein, the municipalities agree as follows:

EFFECTIVE DATE AND IMPLEMENTATION:

This agreement is deemed to constitute a restructuring proposal, which will be submitted to the Minister of Municipal Affairs and Housing (the "**Minister**") for implementation, effective January 1, 2015 (the "**effective date**"). The Minister is requested by the municipalities to implement those provisions of this agreement that the Minister has authority to implement. The municipalities agree that all the provisions of this agreement are binding upon them, whether contained in the Minister's Order or otherwise.

LANDS TO BE ANNEXED

This Boundary Adjustment Agreement concerns a proposed annexation of part of Mississippi Mills, in the County of Lanark, to Carleton Place. The lands changing corporate jurisdiction from Mississippi Mills to Carleton Place are shown as **owner to provide survey plan**, a copy of which is attached hereto at Schedule "A1", and are more particularly described in Schedule "A". Schedule "A" and Schedule "A1" form an integral part of this agreement.

The above described lands are referred to in this agreement as the "**Annexed Lands**".

The municipalities agree as follows:

That it is in their mutual interest to facilitate an annexation of land from Mississippi Mills to Carleton Place in order to encourage development of the Annexed Lands at urban densities with piped municipal water supply and sanitary sewage collection and treatment services.

REPRESENTATION

At present there are some qualified municipal voters in the subject land. No annexation or development is anticipated prior to the elections to be held in October, 2014, but should development take place, the Annexed Lands shall be located in Mississippi Mills until the effective date and the residents of the Annexed Lands shall be entitled to vote in Mississippi Mills in the regular municipal elections of 2014 in accordance with the *Municipal Elections Act, 1996*.

COMPENSATION

In consideration of the transfer of the Annexed Lands from Mississippi Mills to Carleton Place, Carleton Place and Mississippi Mills have agreed to the financial agreement as set out in Schedule "B" attached hereto and being part of this agreement.

PROVISION OF MUNICIPAL SERVICES

Carleton Place will assume all responsibility for the provision of municipal services including but not limited to roads, sewer, water, waste collection, police protection and fire protection to the Annexed Lands and the said municipal services shall become the responsibility of Carleton Place on the effective date of the annexation as contained in the Minister's Order. Carleton Place will have the sole right to negotiate the provision of municipal services including all costs associated with service extension, capacity creation and service provision with the owners of the Annexed Lands.

Carleton Place will ensure Developers prepare a drainage plan for the Annexed Lands to the satisfaction of Mississippi Mills and Lanark County. Carleton Place will ensure the drainage plan is implemented in conjunction with development of the Annexed Lands.

STUDIES, PLANS, RECORDS

Mississippi Mills and Lanark County will transfer to Carleton Place any studies, plans, records, designs or similar material that it has prepared and that are public in nature and relate to the Annexed Lands.

Mississippi Mills and Lanark County agree that after the effective date they will continue to cooperate with Carleton Place by providing such supporting information and documentation that is in their possession or under their control that is requested by Carleton Place to enable Carleton Place to respond to development inquiries.

EMPLOYEES

There will be no transfer of employees or other staff from Mississippi Mills or Lanark County to Carleton Place as a result of this restructuring.

MUNICIPAL PROPERTY

As a result of this agreement a portion of the unopened road allowance (Concession V) which is owned by Mississippi Mills will be conveyed to Carleton Place.

Any securities, letters of credit or similar instructions that are held in trust by Mississippi Mills with respect to any Subdivision Agreements or any other development agreements in the Annexed Lands shall vest in Carleton Place as of the effective date and documentation related thereto shall be transferred to Carleton Place on or prior to January 1, 2015.

LIABILITIES

Except as specifically provided for in this agreement, any liabilities, obligations or responsibilities that Mississippi Mills may have that relate to the Annexed Lands shall be transferred to Carleton Place as of the effective date. Mississippi Mills and Lanark County are not aware of any litigation that relates to the Annexed Lands.

Any litigation commenced prior to the effective date, or after the effective date with respect to matters that occurred prior to the effective date with respect to the Annexed Lands, remains the obligation of Mississippi Mills or Lanark County as they case may be.

All non-tax financial liabilities due to and remaining uncollected by Mississippi Mills as of the effective date shall remain the responsibility of Mississippi Mills.

MUNICIPAL BY-LAWS AND OFFICIAL PLANS

Any comprehensive Zoning By-Law or amendments thereto, or site plan control by-laws, passed pursuant to section 34 or 41 or predecessor of those sections of the *Planning Act*, or any Official Plan or amendments thereto of Mississippi Mills that have been approved or adopted for the Annexed Lands pursuant to the provisions of the *Planning Act* shall be deemed to be part of the Zoning By-law and Official Plan for Carleton Place as of the effective date and shall remain in full force and effect in the Annexed Lands until amended or repealed or otherwise replaced by Carleton Place pursuant to the provisions of the *Planning Act*.

Any application to amend the Comprehensive Zoning By-law or the Official Plan for Mississippi Mills that was initiated prior to the effective date for the Annexed Lands shall be continued by Carleton Place having regard for the Zoning By-law and Official Plan for Mississippi Mills.

Save and except as provided for in Section 10.1 and 10.2, and this paragraph, any by-laws and resolutions of Carleton Place shall come into force and take effect in the Annexed Lands as of the effective date, save and except for Mississippi Mills by-laws and Lanark County by-laws passed pursuant to the *Highway Traffic Act* or the *Municipal Act*, that regulate the use of highways by vehicles or pedestrians, which establish speed limits or parking restrictions within the Annexed Lands or that regulate the encroachment or projection of buildings or any portion thereof upon or over highway, by-laws of Mississippi Mills or the county passed under Section 45, 58, or 61 or a predecessor of those sections of the *Drainage Act*, by-laws passed under Section 10 of the *Weed Control Act*, bylaws passed under the *Local Improvement Act* or *Development Charges Act, 1997* and by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Council of Mississippi Mills or Lanark County, as the case may be, which by-laws shall be deemed to be by-laws of Carleton Place and shall remain in force and effect until amended or replaced by the Council for Carleton Place.

With respect to the applicable by-laws per section 10.3, a list of all applicable by-laws and copies of any site specific by-laws pertaining to the Annexed Lands shall be provided to Carleton Place no later than September 1, 2012 and Mississippi Mills

will provide information with regard to other applicable by-laws as needed by Carleton Place from time to time until replacement by-laws are passed.

TAX COLLECTION AND ASSESSMENT

All real property taxes levied under any general or special Act and uncollected as of the effective date of the annexation shall be deemed to be taxes due and payable to Carleton Place and may be collected by Carleton Place.

Prior to March 1, 2015 the Clerk of Mississippi Mills shall provide the Clerk of Carleton Place with a special collectors roll in respect of the Annexed Lands showing any and all arrears of real property taxes or funds payable in the same manner as taxes against the Annexed Lands including and upon to January 1, 2015; the person assessed therefore; and their known addresses.

On the first date of the month following the month during which any arrears against the lands in the annexed area, as determined pursuant to clause 11.2, are collected, Carleton Place shall pay to Mississippi Mills an amount equal to the amount of the arrears collected, and in any event Carleton Place shall pay to Mississippi Mills the total amount of any and all outstanding arrears, inclusive of any penalties, accrued to January 1, 2015, no later than March 1, 2015 and thereafter any arrears, and penalties recovered through collection activities or tax sale proceedings shall accrue to the Town of Carleton Place.

For the purpose of the assessment roll to be prepared for Carleton Place in the year of annexation, the lands in the annexed area(s) shall be deemed to be part of the Town of Carleton Place and shall be assessed on the same basis as the assessment roll for the Town of Carleton Place is prepared

DISPUTE RESOLUTION

12.1 The parties will try to resolve any difference between them on any matter in this agreement by negotiation between themselves personally or by their lawyers.

12.2 Notwithstanding the foregoing, all differences or disputes which arise between the parties from time to time in relation to the interpretation of this agreement or to any act or omission of any party to the dispute or in relation to any other matter whatsoever touching the terms and conditions of this agreement shall be referred to a single arbitrator to be agreed upon by the parties to the dispute and, in default of agreement, to a single arbitrator appointed by the Court under the provisions of the *Arbitration Act*, S.O. 1991, c.17. Upon any such difference or dispute arising, either party may give written notice as provided for herein of same to the other. Upon any such notice being given, the parties shall, within five (5) working days thereafter, agree upon an arbitrator. In the absence of agreement within the aforesaid five (5) working day period, either party may apply to a Judge of the Ontario Superior Court of Justice in Ottawa, Ontario, to appoint same. The arbitrator shall have jurisdiction to divide the cost of the arbitration between the parties in such proportion as it sees fit, or to require one of the parties to pay the entire costs of the arbitration, having regard to the decision/award of the Arbitrator. The costs of the arbitration shall consist of the parties' legal expenses, the fees and expenses of the arbitrator and any other expenses relating to the arbitration.

12.3 Any provisional remedy, which would be available from a court of law, shall be available to the arbitrator, pending arbitration.

12.4 Any party may make an application to the arbitrator seeking injunctive relief until such time as the arbitration award is rendered or the controversy is otherwise resolved.

12.5 Any party may seek from a court any interim or provisional remedy that may be necessary to protect the rights or property of that party, pending the establishment of an arbitrator or pending the arbitrator's determination of the merits of the controversy or until the controversy is otherwise resolved.

12.6 The parties shall allow and participate in oral and documentary discovery in accordance with the Rules of Civil Procedure of Ontario. All issues regarding the parties' compliance with examination of discovery requests and the conduct of examinations for discovery shall be decided by the arbitrator.

12.7 The arbitration decision/award shall be in writing and shall specify the findings of fact and the legal basis for the decision/award.

12.8 Either party may appeal the arbitrator's decision/award to a court of competent jurisdiction, within thirty (30) days of the decision/award being made, on one of the following grounds:

- (a) any ground or grounds specified in the *Arbitration Act*, S.O. 1991, C.17;
- (b) the award contains material errors of law;
- (c) the award contains material errors of mixed fact and law; or
- (d) the decision/award is arbitrary or capricious.

13. OTHER PROVISIONS

This agreement is conditional upon the issuances of an Order by the Minister implementing, subject to minor amendments the restructuring proposal submitted by the municipalities.

This agreement contains all of the terms, conditions and understandings among the parties and it is acknowledged and agreed that there are no other representations, warranties, conditions, collateral agreements, or promises affecting the relationship of the parties regarding this matter.

The invalidity, illegality or unenforceability of any specific provision, article or clause of this Agreement shall remain valid and in full force and effect.

The failure of any party to this agreement to require performance of or compliance with the agreement by another party to this agreement shall in no way affect the right of any party hereto to thereafter enforce such provision or condition.

The waiver or breach of any provision of this Agreement by any party to the Agreement shall not be taken or held to be a waiver of or a consent to breach either the same provision or any other provision of this agreement save and except to the extent that such waiver or consent is give in writing with the mutual consent of all parties hereto.

BINDING AGREEMENT

The municipalities agree that all provisions of this agreement, inclusive of Schedules "A", "A1" and "B" attached hereto, whether or not they are contained in the Minister's restructuring order, are binding on he municipalities.

[Balance of page intentionally left blank]

SIGNATURES

The municipalities, by the respective persons authorized by by-law on behalf of Mississippi Mills, the Lanark County, and Carleton Place, are executing this agreement under seal.

DATED THE DAY OF , 2014

**THE CORPORATION OF THE TOWN OF
CARLETON PLACE**

Per: _____
Name: Wendy J. LeBlanc
Title: Mayor

Per: _____
Name: Duncan Rogers
Title: Clerk
We have authority to bind the corporation.

**THE CORPORATION OF THE TOWN OF
MISSISSIPPI MILLS**

Per: _____
Name: John Levi
Title: Mayor

Per: _____
Name: Shawna Stone
Title: Clerk
We have authority to bind the corporation.

**THE CORPORATION OF THE COUNTY OF
LANARK COUNTY**

Per: _____
Name: Richard Kidd
Title: County Warden

Per: _____
Name: Kurt Greaves
Title: Clerk
We have authority to bind the corporation.

SCHEDULE "A"

BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT

Legal Description of Annexed Lands

Firstly: West Half Lot 1, Concession VI, Township of Ramsay, Part 1 Plan 26R632

Secondly:
West Half Lot 1, Concession VI, Township of Ramsay, Part 1, 2 and 3 Plan 26R571

Thirdly:
HOUSE ON TOWNLINE ROAD

Fourthly:
ROAD ALLOWANCE

SCHEDULE "A1"

BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT

owner to provide legal description

SCHEDULE "B"

BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT

In consideration of the annexation of the Annexed Lands from Mississippi Mills to Carleton Place, the parties have agreed as follows:

- 1) In addition to all other development and permit fees otherwise payable in respect of the Annexed Lands, Carleton Place will collect a one time fee from residential developers of the Annexed Lands equivalent to the Mississippi Mills development fee at the time of permit issuance for residential construction thereon and promptly remit same to Mississippi Mills.
- 2) No later than the 1st day of March in each and every year commencing on the 1st day of March, 2015 and continuing in each and every year up to and including the 1st day of March, 2054, Carleton Place will pay Mississippi Mills 30% of the municipal portion of real property taxes levied in relation to any portion of the Annexed Lands zoned for commercial or industrial use. In no event shall Carleton Place be liable to pay Mississippi Mills any portion of real property taxes levied in relation to any portion of the Annexed Lands after December 31, 2053.
- 3) Carleton Place will reimburse Mississippi Mills for their full legal costs directly associated with the annexation.

THIS AGREEMENT MADE THIS DAY OF 2016

B E T W E E N:

THE CORPORATION OF THE CITY OF BRANTFORD

(hereinafter called the "City")

OF THE FIRST PART,

-and-

THE CORPORATION OF THE COUNTY OF BRANT

(hereinafter called the "County")

OF THE SECOND PART,

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND THE PROVISION OF OTHER GOOD AND VALUABLE CONSIDERATION BY EACH PARTY TO THE OTHER (THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED) THE PARTIES HAVE AGREED AS FOLLOWS

BOUNDARY ADJUSTMENT AGREEMENT

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PART I
INTERPRETATION

ARTICLE 1
PURPOSE

1.01 Purpose of Agreement

The City and the County 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 County shall be annexed to the geographical area of the City of Brantford, and to agree upon other matters respecting the development and growth of the two municipalities.

1.02 Relations with First Nations

Nothing in this Agreement or the Restructuring Order shall be construed to derogate from or abrogate the aboriginal, treaty, constitutional or other rights of the Six Nations of the Grand River or the Mississaugas of the New Credit First Nation or their members.

ARTICLE 2 INTERPRETATION

2.01 Organization of Agreement

- (a) This Agreement is divided into Parts, Articles, Sections, and Subsections.
- (b) Part I of this Agreement and the Schedules shall apply to all parts of this Agreement.
- (c) Part II of this Agreement is intended to separate those elements of the Agreement that are properly contained within a Restructuring Order issued pursuant to the provisions of the *Municipal Act, 2001*, as amended. The parties each agree to enact the necessary instruments in order to formally support and request the issuance of the said Restructuring Order so that the Restructuring Order may be issued in sufficient time to permit it to become operative on the Effective Date.
- (d) Part III of this Agreement is intended to include those elements of the Agreement that, although significant to the parties, are not properly part of a Restructuring Order issued pursuant to the provisions of the *Municipal Act, 2001*.
- (e) If there are any matters inadvertently included in the Restructuring Proposal or Part II of this Agreement that the Minister does not have the power to implement, each municipality will itself implement those matters that are within its jurisdiction.
- (f) Despite Section 2.01(e), if the Minister refuses to issue a Restructuring Order then this Agreement shall become null and void in its entirety.

2.02 Definitions

In this Agreement:

“Airport Lands” means the geographical area depicted as such on the map in Schedule “F” outlined in blue.

“Annexed Area” means the geographical area depicted on the map in Schedule “A”, comprising the Initial Phase Lands and the Trigger Area highlighted in red, as more particularly described in the legal description in Schedule “B”, save and except for County-owned property known municipally as 391 Powerline Road and legally described as Concession 1, Part Lot 33 in the former Township of Brantford.

“Boundary Roads” means the roads depicted on the map in Schedule “C”, as more particularly described in the legal description in Schedule “D”.

“Cainsville Lands” means the geographical area depicted as such on the map in Schedule “G” outlined in red.

“Effective Date” for a Phase means,

- (a) in respect of the Initial Phase Lands, January 1, 2017 or such other date that the Minister’s Restructuring Order provides for the Initial Phase Lands becoming annexed to the geographical area of the City of Brantford;
- (b) in respect of the Residential Trigger Lands, the date specified in accordance with Section 11.04, after it is determined that only a three (3) year supply of residential dwelling units remains in the Residential Lands annexed during the Initial Phase, when the Residential Trigger Lands become annexed to the geographical area of the City of Brantford; and
- (c) in respect of the Employment Trigger Lands, the date specified in accordance with Section 11.04, after it is determined that only a three (3) year supply of employment lands remains in the Employment Lands annexed during the Initial Phase, when the Employment Trigger Lands become annexed to the geographical area of the City of Brantford.

“Employment Lands” means the lands that are depicted and labeled as such within the Initial Phase Lands in Schedule “A”, totaling 739 gross hectares, as refined by the legal descriptions.

“Employment Trigger Lands” means those lands depicted and labeled as such on the map in Schedule “A” within the Trigger Area, totaling 121 gross hectares, as refined by the legal descriptions.

“Employment Trigger Phase” means the actions by which the Employment Trigger Lands become annexed to the geographical area of the City of Brantford.

“Initial Phase” means the actions by which the Annexed Area, save and except for the Trigger Area, becomes annexed to the geographical area of the City of Brantford.

“Initial Phase Lands” means those lands within the Annexed Area depicted as such in the map attached as Schedule “A”.

“Minster” means the Minister of Municipal Affairs and Housing.

“Municipal portion of the real property taxes” means the real property taxes of a parcel of land less any amounts levied in respect of school support, less any applicable Tax Adjustment given or recognized in respect of the said parcel.

“Phase” means one of the Initial Phase, Residential Trigger Phase and the Employment Trigger Phase or the Initial Phase Lands, Residential Trigger Phase Lands or the Employment Trigger Phase Lands as the context requires.

“Phases” means two or more of the Initial Phase, Residential Trigger Phase and the Employment Trigger Phase.

“Residential Lands” means those portions of the Initial Phase Lands which are not the Employment Lands totaling 1,846 gross hectares, as refined by the legal descriptions.

“Residential Trigger Lands” means those lands depicted and labeled as such on the map in Schedule “A” within the Trigger Area totaling 355 gross hectares, as refined by the legal descriptions.

“Residential Trigger Phase” means the actions by which the Residential Trigger Lands become annexed to the geographical area of the City of Brantford.

“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.

“Tax Adjustment” means a real property tax adjustment that may or shall be made in respect of particular properties or classes of property including, but not limited to, adjustments pursuant to sections 357, 358 and 359 of the *Municipal Act, 2001*, the implementation of Assessment Review Board decisions, adjustments arising from requests for reconsideration, vacancy rebates, charity rebates, and capping and clawback adjustments.

“Trigger Area” means the lands comprised of the Employment Trigger Lands and the Residential Trigger Lands that will be annexed to the geographical area of the City of Brantford in accordance with the Trigger Mechanism.

“Trigger Mechanism” means the timing, conditions and method by way of which each of the Employment Trigger Lands and Residential Trigger Lands become annexed to the geographical area of the City of Brantford as described in Article 11.

2.03 Legal Descriptions

The legal descriptions of the Annexed Area and the Boundary Roads are pending as of the date of this Agreement, but are 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.

2.04 Recognition of Provincial Legislation

The terms and provisions of this Agreement shall be interpreted and applied in compliance with any applicable Provincial legislation, regulations, orders, and directives (including, without limitation, the provisions of the *Places to Grow Act, 2005*). 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.

2.05 Headings

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

2.06 Severability

If one or more of the phrases, sentences, clauses or articles contained in this Agreement are declared invalid by a final and unappealable order or decree of any court of competent jurisdiction, and the same cannot be corrected through the operation of Section 2.04, this Agreement shall be construed as if the same were not present in this Agreement.

2.07 Provisions for Notice

Any notices required or permitted to be given pursuant to this Agreement shall be given to the City Clerk and the County Clerk of the City and County, respectively, to be delivered either personally or by prepaid ordinary mail, as follows:

in the case of the City, to P.O. Box 818, 100 Wellington Square, Brantford, Ontario, N3T 5R7;
and

in the case of the County, to P.O. Box 160, 26 Park Avenue, Burford, Ontario, N0E 1A0.

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, 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.

2.08 Time of the Essence

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

2.09 Entire Agreement

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.

2.10 Further Assurances

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.

2.11 Dispute Resolution

The dispute resolution processes set forth in Part II of this Agreement shall be applied with necessary modifications to disputes involving the remaining portions of this Agreement. Before resorting to any of the formal dispute resolution mechanisms in this Agreement, the staff of the parties and/or designated members of the parties' 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 dispute resolution mechanisms if either it or the other party is unwilling to engage in such informal means of dispute resolution.

2.12 Retroactive Tax Adjustments

The parties acknowledge that the basis of some payments made pursuant to Article 12 of this Agreement may be altered by retroactive Tax Adjustments made following the date on which the payments were calculated. In such cases, the parties shall make the necessary adjustments and recalculations to ensure that the state of the account between the parties accurately reflects the effect of such retroactive Tax Adjustments.

2.13 Enforcement

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

2.14 List of Schedules

The following Schedules are an integral part of this Agreement:

“A”	Map of Annexed Area
“B”	Legal Description of Annexed Area
“C”	Map showing Boundary Roads
“D”	Legal Description of Boundary Roads
“E”	Proposed Ward Boundaries within Annexed Area
“F”	Map of Airport Lands
“G”	Map of Cainsville Lands
“H”	Proposed reduced County Ward Boundaries resulting from the Annexation
“I”	Joint Venture Memorandum of Understanding

PART II **MATTERS TO BE INCLUDED IN THE FORMAL RESTRUCTURING PROPOSAL**

ARTICLE 3 **EFFECTIVE DATE AND DESCRIPTION OF ANNEXED AREA**

3.01 Effective Date

The annexation of the Annexed Area to the City of Brantford shall occur in three (3) Phases: the Initial Phase, the Residential Trigger Phase and the Employment Trigger Phase all as defined in Section 2.02.

3.02 Annexed Area

The Annexed Area is divided into three (3) areas, the Initial Phase Lands, the Residential Trigger Lands and the Employment Trigger Lands, each of which are to become part of the City of Brantford at the times and pursuant to the conditions set out in this Agreement. Each of the Initial

Phase Lands, the Residential Trigger Lands and the Employment Trigger Lands shall form part of the City of Brantford after the Effective Date for their respective annexations. All of the Annexed Area shall form part of the City of Brantford for all purposes once both the Residential Trigger Lands and the Employment Trigger Lands have been annexed to the geographical area of the City of Brantford.

ARTICLE 4

DESCRIPTION OF THE RESTRUCTURING PROPOSAL

4.01 Type of Restructuring

The variety of restructuring contemplated by this Agreement is the annexation of land from the County into the City.

4.02 Name and Status of Parties

The parties acknowledge that they are both separated municipalities, and that their legal names are as set forth in this Agreement.

ARTICLE 5

REPRESENTATION

5.01 Expansion of City Ward Boundaries

As of the Effective Date for each of the three (3) Phases, existing Wards 1, 2, 3 and 4 of the City shall be enlarged as required to include the entirety of that Phase annexed in accordance with the exact boundaries as defined in Schedule “E”. Except for the enlargement of the said Wards 1, 2, 3, and 4, there shall be no other changes to the boundaries of the said Wards 1, 2, 3, and 4, or to any other Ward boundaries within the City of Brantford.

5.02 Representation in the Annexed Area after Effective Date

As of the Effective Date for each Phase, the areas represented by the City Councillors representing Wards 1, 2, 3, and 4 of the City shall include the enlarged boundaries of each ward in accordance with the added areas defined in Schedule “E”.

5.03 Reduction of County Ward Boundaries

As of the Effective Date, the existing County Wards 1 and 5 will be reduced commensurately by the entirety of that Phase annexed to the City in accordance with the exact boundaries, as defined in Schedule “H”. Pending the implementation of the Trigger Mechanism, the Residential Trigger Lands and the Employment Trigger Lands shall continue to form part of the County of Brant until the Effective Date for their respective annexations. At such time as the Trigger Mechanism shall be exercised, the City shall specify the resulting City Ward Boundary changes.

ARTICLE 6 LOCAL BOARDS

6.01 Expansion and Diminution of Geographic Jurisdiction

Except for the expansion or diminution of their geographical jurisdiction occasioned by the annexation of the Annexed Area from the County into the City, none of the Local Boards of either the County or the City require adjustment or amendment as a result of this Agreement.

ARTICLE 7 FINANCIAL ISSUES

7.01 Assessment

For the purposes of the assessment roll to be prepared for the City under the *Assessment Act*, as amended, for taxation in the year that the annexations take effect, the annexed areas 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.

7.02 Taxes

- (a) All real property taxes under any general or special Act levied and uncollected in an annexed area that are due and unpaid as of the Effective Date shall be deemed on and after the Effective Date for that Phase to be taxes, charges and rates payable to the City and may be collected by the City.
- (b) The Clerk of the County shall prepare and furnish forthwith to the Clerk of the City a special collector's roll showing all arrears of real property taxes or special rates assessed against the lands in each Phase up to and including December 31st of the year prior to the year the annexation of that Phase takes effect and the persons assessed for them.
- (c) On the first day of the month following the month in which the City has received the special collector's roll from the Clerk of the County under Subsection 7.02(b), the City shall pay to the County an amount equal to all arrears of real property taxes or special rates assessed against the land in the annexed area of that Phase, including outstanding penalty and interest charges.
- (d) Any tax arrears acquired by the City from the County on the special collector's roll in Subsection 7.02(b) which are deemed to be uncollectable and written off by the Treasurer of the City, will be deducted from the City's compensation to the County under Subsection 12.01(a) in the following year.

7.03 Tax Grandfathering

- (a) Subject to Subsection 7.03(b) and after their lands have been annexed to the geographical area of the City of Brantford, the taxpayers in any portion of the Annexed Area will have their municipal portion of real property taxes levied at the County's municipal tax rate from the previous tax year (the "**Base Rate**"). Thereafter, the Base Rate shall increase or decrease by the percentage increase or decrease of the City's annual Operating Budget and

subsequently be used to calculate the municipal portion of real property taxes for that year for a maximum of fifteen (15) calendar years following the applicable Effective Date.

(b) In the event that:

- (i) the Base Rate, adjusted from time to time, equals the City rate; or
- (ii) any land becomes part of a registered plan of subdivision, receives final binding approval, with no further rights of appeal, for a zoning or Official Plan Amendment, land severance (consents) or approval of a site plan application, made by the owner(s), pursuant to section 51, 34, 22, 53 and 22, respectively, of the *Planning Act*; as amended, or
- (iii) there is a change in the ownership of any land,

that land will, in the following calendar year, be taxed at one hundred percent (100%) of the City's municipal tax rate. Notwithstanding this Subsection 7.03(b), the transfer of ownership from one spouse to another or from the estate of a spouse to a surviving spouse shall not trigger termination of the grandfathering provided by Subsection 7.03(a).

7.04 Tax Sales

If the County has commenced procedures under Part XI of the *Municipal Act, 2001* and Ontario Regulation 181/03 (Municipal Tax Sales Rules) made thereunder, for the Annexed Area, and the procedures are not completed by the Effective Date for the annexation of that land, the City may continue the procedures.

ARTICLE 8 **MUNICIPAL BY-LAWS**

8.01 Application of By-laws

From and after the Effective Date for a Phase, the by-laws of the City extend to that Phase of the Annexed Area and the by-laws of the County cease to apply to such area, with the following exceptions:

- (a) by-laws of the County,
 - (i) that were passed under section 17, 34, 38, 39 or 41 of the *Planning Act*, as amended, or predecessors of those sections;
 - (ii) that were passed under the *Highway Traffic Act*, as amended, or the *Municipal Act, 2001*, or predecessors of those Acts, which regulate the use of highways by vehicles and pedestrians, or which regulate the encroachment or projection of buildings or any portion thereof upon or over highways;
 - (iii) that were passed under the *Development Charges Act, 1997*, as amended, or a predecessor of that Act;

- (iv) that were passed under sections 45, 58 or 61 of the *Drainage Act*, as amended, or predecessors of these sections;
- (v) passed under section 10 of the *Weed Control Act*, as amended, or predecessors of those sections; and
- (vi) conferring rights, privileges, franchises, immunities, or exemptions that could not have been lawfully repealed by County Council,

which by-laws shall remain in force until repealed or amended by the Council of the City.

- (b) development charges in the Annexed Area shall be paid at the County rate, but paid to the City.

8.02 Official Plan

The Official Plan of the County, as it applies to any annexed area and approved under the *Planning Act*, as amended, or a predecessor of that Act, becomes the Official Plan of the City and shall remain in force and effect until repealed or amended to provide otherwise by the Council of the City.

8.03 Transition – Planning Matters

If the County has commenced procedures to enact a by-law or to adopt an Official Plan or an amendment thereto under the *Planning Act*, as amended, or a predecessor of that Act, and that by-law, Official Plan or amendment is not in force on the Effective Date, City Council may continue the procedures to enact the by-law or adopt the Official Plan or amendment to the extent that it applies to any annexed area.

8.04 Planning Matters in Progress at Date of Agreement

Without restricting the generality of Section 8.03:

- (a) During the period preceding the Effective Date for each Phase, the Planning Staff of the County 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 Area, with a view to ensuring that any ongoing planning processes may continue without undue delay from and after the Effective Date for that Phase.
- (b) Nothing in Section 8.04(a) shall have the effect of restricting or limiting the jurisdiction of the City in relation to any planning matter that may hereinafter be considered.

8.05 Minister's Zoning Order

Pursuant to the provisions of the *Planning Act*, as amended, the City and the County agree to apply to the Minister to have a zoning order imposed in respect of the preservation of both the Initial Phase Lands and the Trigger Area prohibiting the use of land, buildings or structures except for:

- (a) any use that exists as of the date of the zoning order within an existing building or structure or which is permitted pursuant to a building permit issued prior to that date or by a zoning by-law adopted after the date of this Agreement but before the date of the zoning order;
- (b) the addition of accessory buildings or structures to existing uses and a residential addition not larger than fifty percent (50%) of the existing gross floor area in accordance with the Zoning By-law, as amended, of the County of Brant;
- (c) any use of land, buildings or structures which is the subject of an application for a building permit as of the date of the zoning order;
- (d) any use that is permitted by any planning instrument which has been appealed to the Ontario Municipal Board prior to the date of the zoning order and is subsequently permitted by an order of the Ontario Municipal Board; and
- (e) any use of land, buildings or structures which is the subject of an application made under section 22, 34, 36, 39, 41, 45, 51 or 53 of the *Planning Act*, as amended, filed with the County of Brant before the date of the zoning order.

ARTICLE 9

ASSETS AND LIABILITIES

9.01 Assets transferred to the City

- (a) All real property and all other assets of the County, including, but not limited to, any highway, street fixture, waterline, easements, rights, or restrictive covenants, located in each Phase of the Annexed Area vest in the City on the Effective Date for that Phase.
- (b) Without limiting the generality of Subsection 9.01(a), any reserve fund, trust fund, or other account of any nature held by the County on the Effective Date for a Phase, which is held for the sole purpose of the maintenance, improvement or operation of any of the assets referenced in Subsection 9.01(a) for that Phase, shall be transferred to the City on the Effective Date for that Phase.
- (b) Notwithstanding Subsection 9.01(a), County-owned real property known municipally as 391 Powerline Road and legally described as Concession 1, Part Lot 33 in the former Township of Brantford, and located in the Annexed Area, shall not vest in the City on the Effective Date for that Phase.

9.02 Liabilities Retained by the County

Despite Section 9.01, any liability of the County in respect of:

- (a) causes of action relating to acts or omissions of the County where such acts or omissions occurred prior to the Effective Date for the Initial Phase;
- (b) litigation commenced against the County prior to the Effective Date for the Initial Phase;

- (c) any obligations or other arrangements of the County under which any promise shall have been made to a third party in exchange for the inclusion of particular lands within the Annexed Area;
- (d) debentures or other similar obligations that bind all of the assets of the County; or
- (e) debentures or other similar obligations that bind assets of the County including assets of the County within the Annexed Area, but which are not limited to assets of the County within the Annexed Area,

shall remain liabilities and obligations of the County.

ARTICLE 10

DISPUTE RESOLUTION

10.01 Joint City/County Liaison Committee

If a dispute arises with respect to any issue arising out of the interpretation of this Agreement or of the Restructuring Order, the matter may be referred:

- (a) in the first instance, to the City/County Liaison Committee for discussion, or any other such joint Committee as jointly determined by the Council of the City and the Council of the County; and
- (b) in the second instance, to a joint meeting of the Council of the City and the Council of the County, if resolution of the dispute is not effected following discussion by the City/County Liaison Committee.

10.02 Mediation

If a dispute arises with respect to any issue arising out of the interpretation of this Agreement or of the Restructuring Order, the matter in dispute may be referred for resolution through mediation. The mediator shall be agreed upon by all parties.

10.03 Arbitration

If the parties cannot agree upon a mediator pursuant to Section 10.01 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*, as amended. Where a dispute is referred to arbitration pursuant to the foregoing, the decision of the arbitrator(s) shall be final.

10.04 Costs

The costs of mediation pursuant to this Article shall be shared equally between the parties. The costs of arbitration proceedings pursuant to this Article shall be as determined by the arbitrator(s), with the intention that the costs shall generally follow the result in the case.

ARTICLE 11

TRIGGER MECHANISM

11.01 Residential Lands in the Trigger Area

The Residential Trigger Lands will be annexed to the geographical area of the City of Brantford after there is less than a three (3) year supply of residential dwelling units remaining in the Residential Lands annexed during the Initial Phase. Without restricting the generality of the foregoing, less than the said three (3) year supply shall be deemed to exist when building permits have been issued in respect of eighty percent (80%) of the residential dwelling units in the Residential Lands annexed during the Initial Phase. The exact date of the annexation will be specified in a letter delivered by either party to the other party asserting that this condition to annexation has been met, which may not be less than 180 days from the date the letter is delivered and shall name an effective date that is January 1. The letter will further identify the resulting Ward boundary changes and identify how residents will be notified of those changes.

11.02 Employment Lands in the Trigger Area

The Employment Lands in the Trigger Area will be annexed to the geographical area of the City of Brantford after there is less than a three (3) year supply of employment lands remaining in the Employment Lands annexed during the Initial Phase. Without restricting the generality of the foregoing, less than the said three (3) year supply shall be deemed to exist when eighty percent (80%) of the acreage of the Employment Lands annexed during the Initial Phase is built upon and occupied for employment uses. The exact date of the annexation will be specified in a letter delivered by either party to the other party asserting that this condition to annexation has been met, which may not be less than 180 days from the date the letter is delivered and shall name an effective date that is January 1. The letter will further identify the resulting Ward boundary changes and identify how residents will be notified of those changes.

11.03 Monitoring of the Trigger Mechanism

The Trigger Mechanism will be monitored annually by way of a Land Development Monitoring Report (the "Report"), which will: track the amount of non-residential and residential development, including, but not limited to, the amount of Employment Lands that remain in the Initial Phase Lands; the number of building permits issued in respect of residential units in the Residential Lands annexed during the Initial Phase; identify the intensification areas in the City; the extent by which each of those intensification areas are intensified; and the degree to which the Provincial intensification targets and policies are met in that year for each of those intensification areas. The annual Report shall track information on a calendar year basis and be provided to the County no later than April 30 of each year, unless otherwise agreed. The annual monitoring and the Report is intended to permit the County and the City to determine whether any assertion that a trigger condition has been met, and the City's intensification rates in each of the intensification areas and elsewhere together with the manner, pattern and timing of how both residential and employment lands are developed in the City, will be considered in that determination, with the dual goals of ensuring appropriate distribution of development across the City and to prevent development from being concentrated in the Initial Phase Lands.

11.04 Future Restructuring Proposals

The parties shall submit future Restructuring Proposals to the Ministry in order to effect the annexation of the Lands referenced in Sections 11.01 and 11.02 to the geographical area of the City of Brantford. The Effective Date of the annexation of the said Lands shall be the day upon which the Minister issues his or her Restructuring Order in respect of those Lands.

11.05 Further Boundary Changes and Potential Segmentation of Trigger Areas

The City and the County may by mutual agreement in writing further adjust the boundaries of the Annexed Area, the Residential Lands, the Employment Lands and the Trigger Area, provided the total area of the Annexed Area does not change. If any change to adjust the boundaries results in any change in the ratio between Residential Lands and Employment Lands, then the County will not incur any reduction thereby in the compensation otherwise payable hereunder.

ARTICLE 12 **FINANCIAL ARRANGEMENTS**

12.01 Phase-out of County Taxes

(a) The City shall pay the County compensation based upon the amount of the County municipal taxes levied on the Initial Phase Lands in the previous calendar year (the “**Initial Phase Base Amount**”). The City shall pay the County that amount on the one year anniversary of the Effective Date for the Initial Phase and thereafter each year on the anniversary date for the next ten (10) years, an amount that will decline on a straight-line basis from the Initial Phase Base Amount to zero, after which the compensation will come to an end.

(b) The City shall pay the County compensation based upon the amount of the County municipal taxes levied on the Residential Trigger Lands based upon the amount of the County municipal taxes levied on those lands in the previous calendar year (the “**Residential Trigger Base Amount**”). The City shall pay the County that amount on the one year anniversary of the Effective Date for the Residential Trigger Phase and thereafter each year on the anniversary date for the next ten (10) years, an amount that will decline on a straight-line basis from the Residential Trigger Base Amount to zero, after which the compensation will come to an end.

(c) The City shall pay the County compensation based upon the amount of the County municipal taxes levied on the Employment Trigger Lands based upon the amount of the County municipal taxes levied on those lands in the previous calendar year (the “**Employment Trigger Base Amount**”). The City shall pay the County that amount on the one year anniversary of the Effective Date for the Employment Trigger Phase and thereafter each year on the anniversary date for the next ten (10) years, an amount that will decline on a straight-line basis from the Employment Trigger Base Amount to zero, after which the compensation will come to an end.

12.02 Compensation: Residential Lands

The City shall pay the County compensation for every new residential unit or units for which a building permit is issued for lands in the Annexed Area. The compensation shall be equal to Eight Hundred and Fifty Dollars (\$850.00) per unit as of the date of this Agreement to be increased annually

by the percentage increase in the Consumer Price Index, Ontario, Shelter (the “Residential Unit Amount”). The payment shall be made annually no later than December 31st of that year.

12.03 Compensation: Employment Lands

The City shall pay the County compensation for all other development which is not a residential unit for which a building permit is issued for lands in the Annexed Area. The compensation shall be equal to Three Thousand Five Hundred Dollars (\$3,500.00) per hectare as of the date of this Agreement to be increased annually by the percentage increase in the Consumer Price Index, Ontario, All Items (the “Employment Hectare Amount”). The payment shall be made annually no later than December 31st of that year.

12.04 Agreement to obtain Legislative Authority

The City and the County acknowledge that it will be necessary to obtain legislative authority from the Province in order for the City to collect the amounts representing the compensation referenced in Section 12.02 and 12.03 from the owners of that land. The County hereby agrees to assist the City in obtaining that authority. Nothing in this Section 12.04 derogates from or alters the obligation of the City to pay the County compensation as set out in Sections 12.02 and 12.03. The City agrees to make the compensation payments regardless of whether the City is able to collect those amounts from third-party landowners.

12.05 City Implementation and Costs

- (a) The City agrees to track and record any information required for it to meet the compensation and financial requirements set out in this Agreement at its own cost and to provide the County with that information when making a compensation payment or as requested by the County.
- (b) The City agrees to pay the County all of the County’s reasonable legal costs incurred in negotiating and settling adjustments to the boundary between the County and the City, the annexation of County lands by the City and in implementing these agreements. The City will pay the County its costs to date within ninety (90) days of the execution of this Agreement provided that the County has provided it with a Bill of Costs for legal costs and copies of any invoices. The County may require the City to pay any further costs upon providing the City with a request and the City shall pay those costs within thirty (30) days.

12.06 Transitional Matters

From the date of this Agreement to the Effective Date, unless the consent of the City is first obtained in writing, the County shall not:

- (a) sell, transfer, mortgage, charge or otherwise encumber any of the assets to be transferred to the City pursuant to Article 9; or
- (b) reduce, make expenditures from, or otherwise encroach upon the assets referred to in Subsection 9.01(b).

12.07 Other Compensation

Except for the payments and compensation specifically set forth and agreed upon in this Agreement, the County shall not be entitled to any compensation in respect of the Annexed Area and its annexation to the geographical area of the City of Brantford.

12.08 Other Assets to be Transferred to City

All relevant and applicable documents, memoranda, financial statements, Public Sector Accounting Board tangible capital asset or asset management plan data, and other records of the County in relation to the assets in Subsections 9.01(a) and (b) shall be transferred and given to the City on the Effective Date for each Phase.

12.09 Water and Wastewater Supply Agreement and Servicing

(a) The City commits and agrees to allow the County to connect to the City's servicing infrastructure in the respective areas described in Schedules "F" and "G" herein as follows:

- (i) "Airport Lands" – water service; and
- (ii) "Cainsville Lands" – water and wastewater services.

(b) The City and the County shall, prior to the end of the first quarter of 2017, enter into a servicing agreement that provides for the conditions and rates pursuant to which the City shall provide such wastewater services and connection within the areas described in Schedules "F" and "G", and to which the County will provide water service to certain portions of the Annexed Area (the "Servicing Agreement"). The Servicing Agreement will be subject to further discussion and agreement on implementation details arising from the Servicing Study noted below. This Servicing Agreement will be based on the following principles:

- (i) the rates to be established in the Servicing Agreement will be commensurate with the rates charged to the current City of Brantford customers;
- (ii) the City will provide adequate capacity to service the areas based on their design criteria;
- (iii) the County will bear costs of the required infrastructure within the County of Brant;
- (iv) the County would be able to make these connections as soon as reasonably possible;
- (v) the City will enter into a Servicing Study for the entire City of Brantford (including the Annexed Area) by December 31, 2016, with an aim to developing the most cost-effective approach for connecting the Cainsville Lands to the City's water and wastewater system, and to connecting the Airport Lands to the City's wastewater system, and to make the Servicing Study a top priority for the City;
- (vi) the capacity allocated to the County will be given priority over all other developers; and

- (vii) the County shall have an observer representative on the Servicing Study team.

ARTICLE 13

BOUNDARY ROADS

13.01 Location of Infrastructure in Boundary Roads

(a) Either party to this Agreement may locate infrastructure within that portion of a Boundary Road that is within its municipal boundary, but neither municipality shall have any right to connect to, use, or have access to any infrastructure in the territory of the other without the agreement of the other.

(c) Without limiting the generality of Subsection 13.01(a), the County shall be required to obtain the consent of the City prior to locating infrastructure within that portion of a Boundary Road that is within its municipal boundary, which consent will not be unreasonably withheld. The County shall also be required to enter into an agreement(s) with the City in respect of the maintenance of any such infrastructure.

13.02 Former 403 Lands.

Despite Section 13.01, the City shall have the right to locate sewer and water services (which sewer and water services shall be for the exclusive use of the City) within the former Highway 403 lands between Henry Street and Colborne Street, subject only to review and approval of plans by the County and the receipt of any other necessary Provincial approvals. The County will not unreasonably withhold its approval of such plans.

13.03 Location of Boundary

The City-County boundary on Boundary Roads shall be the County side of each such Boundary Road. The City shall within thirty (30) days of any portion of the Annexed Area becoming part of the geographical area of the City of Brantford enact a by-law to provide the owners of lands on the County side of each Boundary Road the same rights to access as provided in the County By-law Number 176-99, being a by-law to regulate property entranceways and culverts, as amended by By-law 45-12.

13.04 Maintenance of Boundary Roads

The City shall be responsible for the maintenance of all Boundary Roads and their intersections.

13.05 Legislative and Administrative Jurisdiction over Boundary Roads

(a) The legislative and administrative jurisdiction over Boundary Roads for the regulation of traffic and all other purposes shall lie with the municipality responsible for the maintenance of the applicable Boundary Road pursuant to this Agreement.

(b) Subject to the terms of the City-County Cost-Sharing Agreement, dated November 25, 2002, or any successor agreement between the parties, fines for traffic offences committed on Boundary Roads shall accrue to the municipality responsible for the maintenance of the applicable Boundary Road pursuant to this Agreement.

13.06 Civil Liability for Boundary Roads

Despite the provisions of Article 9, civil liability with respect to Boundary Roads for all purposes, including civil liability pursuant to section 44(2) of the *Municipal Act, 2001*, shall lie with the municipality which is responsible for the maintenance of such Boundary Road pursuant to this Agreement. The parties shall indemnify and save each other harmless as necessary in order to give effect to the foregoing.

13.07 Tutela Heights Road Slope Stability

The County has initiated a Municipal Class Environmental Assessment to review the slope stability along a section of Tutela Heights Road contemporaneously with this Agreement. The County shall be responsible, at its sole cost and expense, for completing the said Environmental Assessment. The City hereby reserves the right to conduct a peer review of the Environmental Assessment, design and construction at its sole cost and expense. The parties agree to work cooperatively to implement the remediation strategy recommended in the Environmental Assessment and to pay their proportionate share of the remediation activities.

ARTICLE 14

MINISTER'S FAILURE TO IMPLEMENT THE RESTRUCTURING PROPOSAL

14.01 Minister's Failure to Implement the Restructuring Proposal

The City and the County agree that if either party believes the Minister has failed to implement the parties' proposals for adjusting the boundary between the City and County 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 party and the Minister and the City and County shall, following the dispute resolution provisions set out in Article 10, 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, both the City and County shall together make a further proposal or proposals to the Minister for a further Restructuring Order to implement that Amending Agreement. The parties agree that they shall continue to follow this process until both parties are satisfied.

PART III

OTHER AGREEMENTS BETWEEN THE PARTIES WHICH SHALL NOT FORM PART OF THE FORMAL RESTRUCTURING ORDER

ARTICLE 15

OTHER AGREEMENTS

15.01 Joint Venture Memorandum of Understanding

The parties have contemporaneously with the execution of this Agreement entered into a Joint Venture Memorandum of Understanding in the form set out in Schedule "I" to this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

**THE CORPORATION OF THE CITY OF
BRANTFORD, PER:**

CHRIS FRIEL, MAYOR

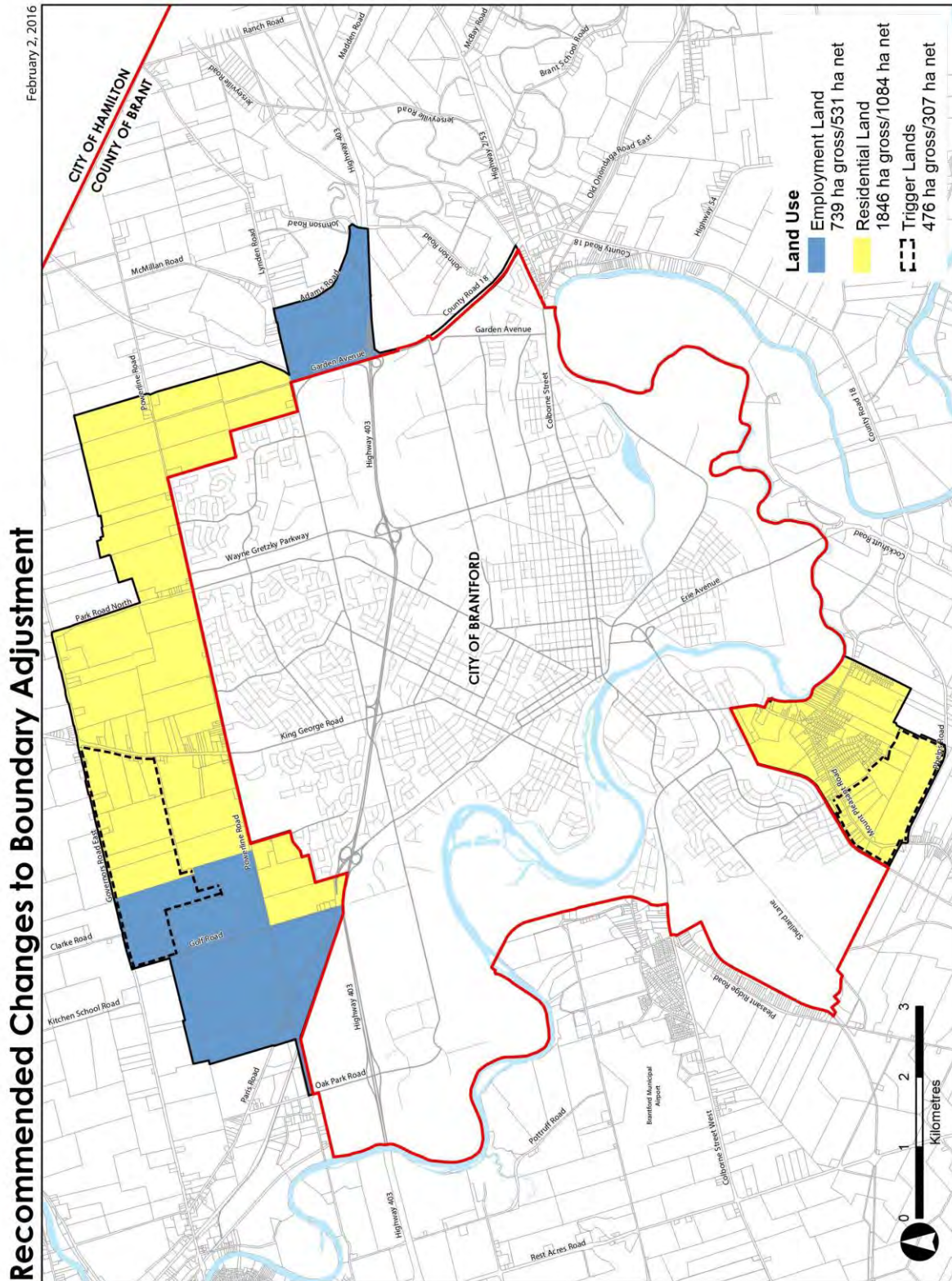
LORI WOLFE, CITY CLERK

**THE CORPORATION OF THE COUNTY OF
BRANT, PER:**

R. E. F. EDDY, MAYOR

HEATHER BOYD, COUNTY CLERK

Schedule "A" Map of Annexed Area



Schedule “B”
Legal Description of Annexed Area

To be determined.

Schedule “C”
Map Showing Boundary Roads

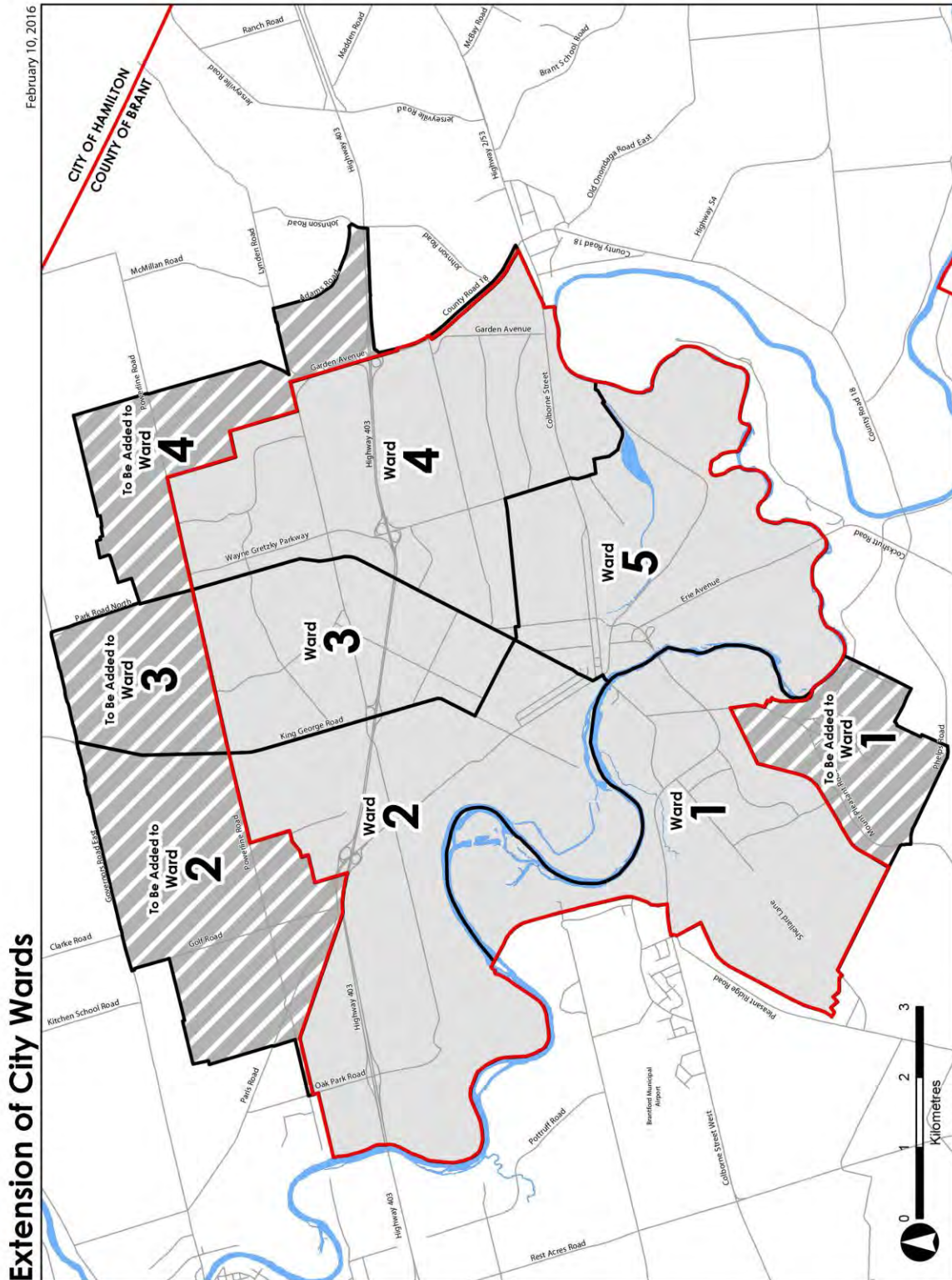
To be determined.

Schedule “D”
Legal Description of Boundary Roads

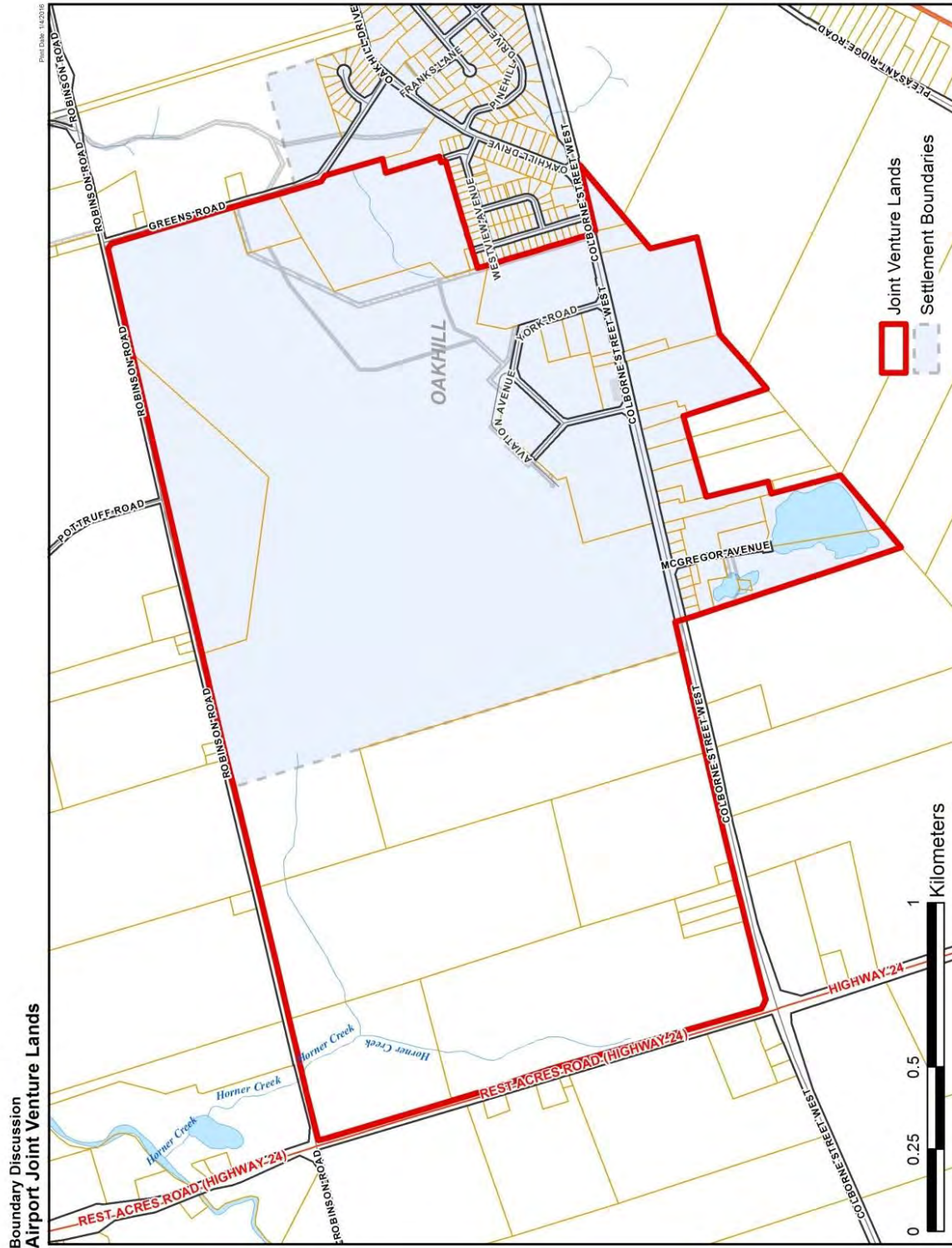
To be determined.

Schedule "E"

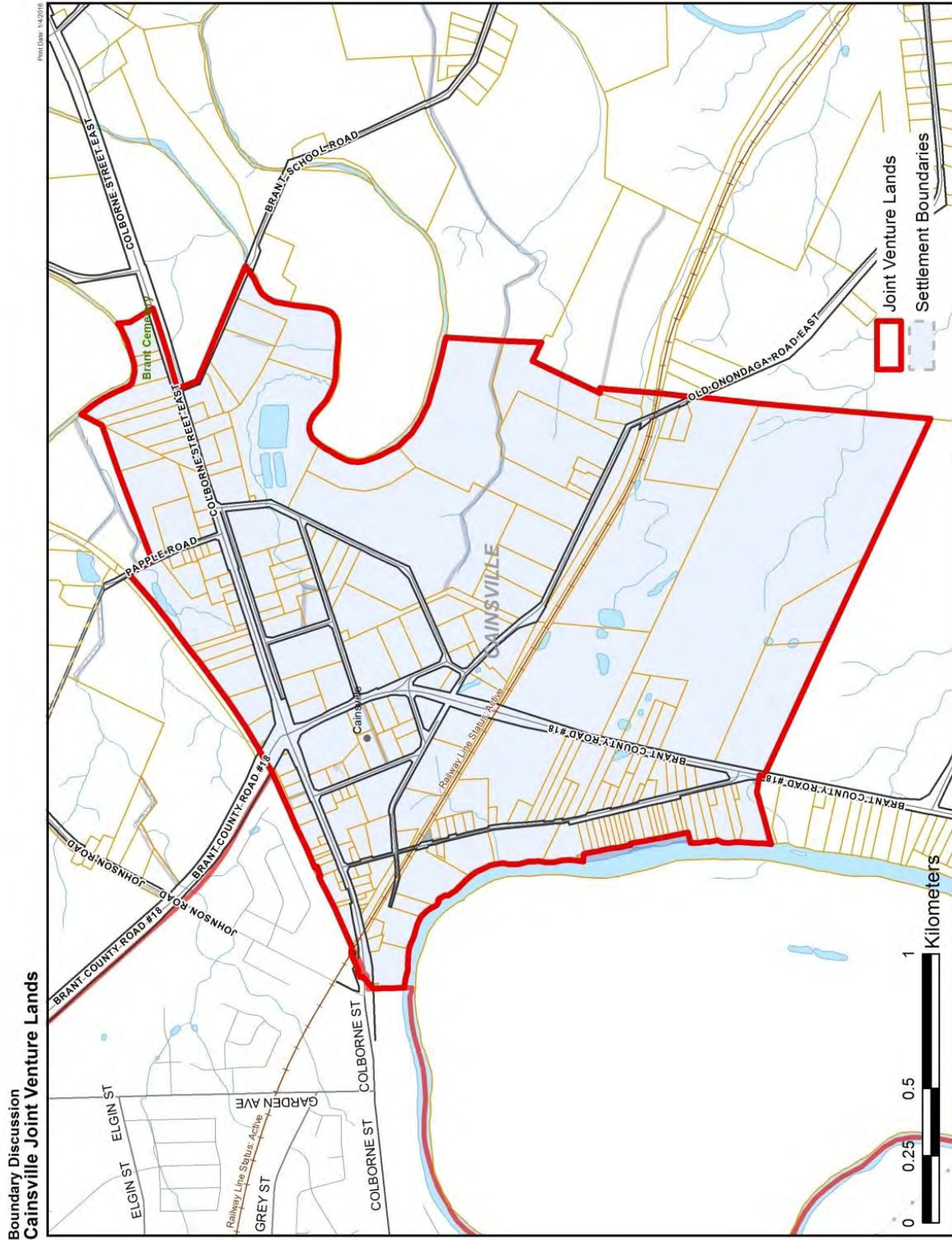
Proposed Ward Boundaries within Annexed Area



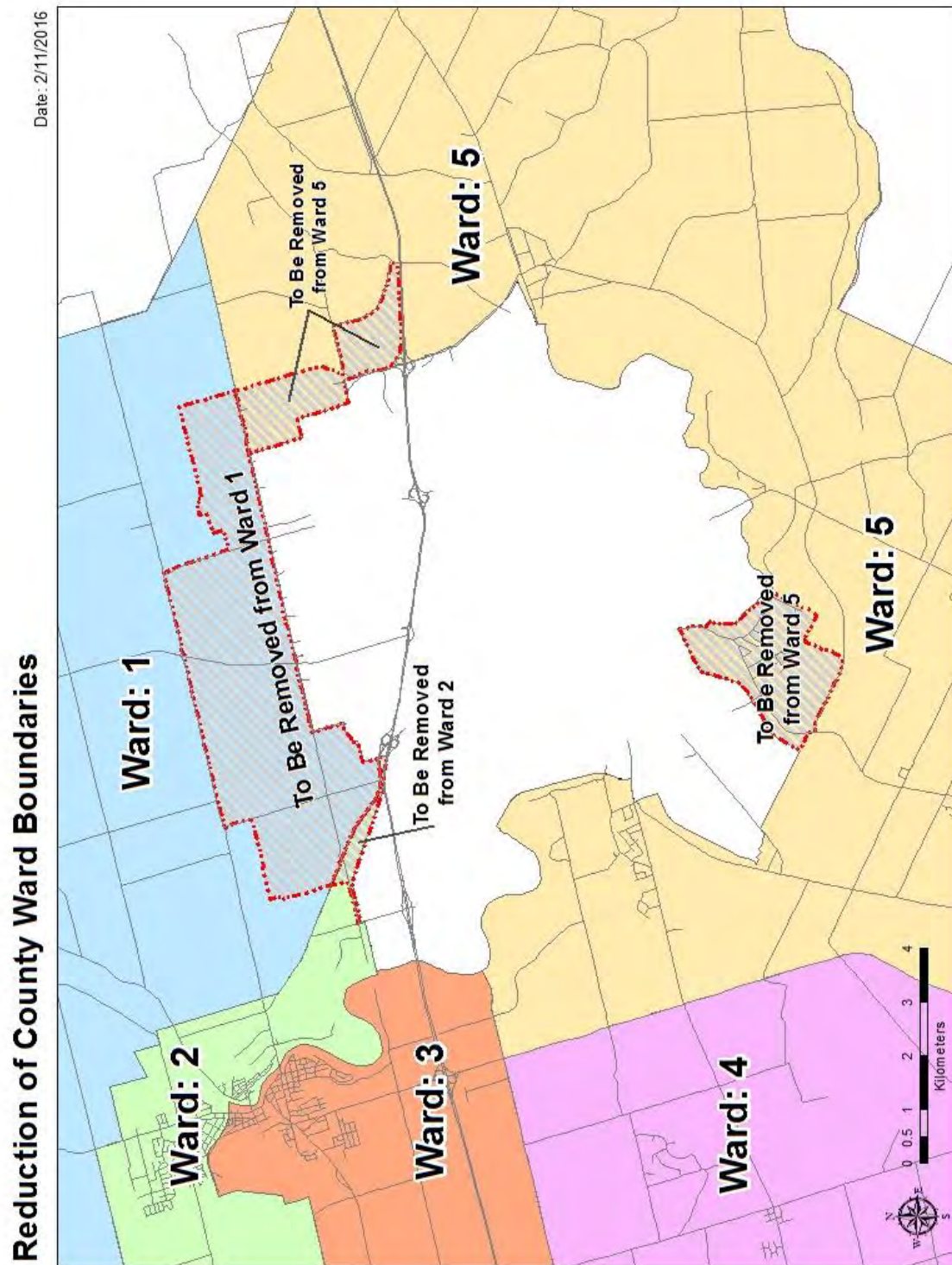
Schedule "F"
Map of Airport Lands



Schedule "G" Map of Cainsville Lands



Schedule "H"
Proposed reduced County Ward Boundaries resulting from the Annexation



Schedule "I"
Joint Venture Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between

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

And

The Corporation of the County of Brant
(the "County")

PREAMBLE:

- 1) The City desires to annex certain lands from the County to ensure that the City has sufficient lands capable of sustaining the growth projected for the City until 2041;
- 2) The County is prepared to cede certain of its lands to the City (the annexation lands) so that these lands can be developed to their fullest potential, with the aim of bringing prosperity and jobs to the citizens of both the City and the County;
- 3) In exchange for the County's ceding of certain of its lands, the County seeks various forms of compensation from the City to ensure that the County and its residents share in the prosperity that will accrue to the City from the annexation lands;
- 4) Cainsville is one of the County's urban settlement areas with most of the lands within this urban settlement area being designated for employment uses in the County's Official Plan;
- 5) Cainsville obtains its supply of municipal water from the City pursuant to a 1980 agreement between the City and the County whereby the former Township of Brantford agreed to cede lands to the City;
- 6) Cainsville has additional lands within its urban settlement boundary designated for employment uses in the County's Official Plan, but which lands cannot be developed due to limitations in the County's existing wastewater treatment facility;
- 7) The Airport area is another one of the County's urban settlement areas with a significant portion of lands in this area being designated for employment uses in the County's Official Plan, but which cannot be developed due to limitations in the County's existing wastewater treatment facility;

- 8) The Brantford Municipal Airport, owned by the City, falls within the Airport urban settlement area;
- 9) There are further areas abutting the existing Airport urban settlement boundary which would be conducive to employment land development;
- 10) The County desires to see the employment lands in Cainsville and the Airport developed to their fullest potential, with maximum prosperity and jobs obtained for the citizens of both the City and the County;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1) The City and the County agree to enter into a Boundary Adjustment Agreement;
- 2) The City and the County agree to explore joint venture (JV) opportunities focused on the joint development of services that may require the acquisition of land and the subsequent servicing and development of the acquired land, at the joint expense of the City and the County, prior to the subsequent disposition of those lands;
- 3) The JV opportunities referenced in the preceding paragraph will not be limited in scope at the outset, but will be explored, considered, and further developed jointly by the City and the County on the basis of the core principle of creating employment opportunities and generating municipal revenues.
- 4) As referenced in the Boundary Adjustment Agreement, the City will enter a Servicing Study for the entire City (including the annexation lands) by end of 2016, with an aim to developing the most cost effective approach to connecting Cainsville to the City's water and wastewater system, and to connecting the Airport to the City's wastewater system. The Servicing Study will be critical to the JV opportunities to be explored by the County and the City;
- 5) The City and the County will undertake a feasibility study as part of its exploration of joint venture opportunities (JV feasibility study) at Cainsville and the Airport area, which feasibility study will be completed by the end of the 2nd quarter of 2017;
- 6) This JV feasibility study will be funded jointly by the City and the County in equal proportion;
- 7) The JV feasibility study may outline JV projects at each of Cainsville and the Airport;
- 8) The JV feasibility study may include the following:
 - 9) Scope of the JV project(s);
 - 10) Costs associated with the JV project(s);
 - 11) Sources of investment capital to undertake the JV project(s);
 - 12) Revenue sources and revenue projections from the JV project(s);
 - 13) Critical steps to develop and execute the JV project(s);
 - 14) Timelines to achieve the JV project(s);
- 15) The JV project(s) outlined in the JV feasibility study will outline the following in relation to participation:
 - a. Costs and revenues will be shared on an equal proportion unless otherwise agreed to by the County;

- b. Oversight of the JV project(s) will be shared equally unless otherwise agreed to by both parties;
 - c. If the County wishes to pursue one or more of the JV projects outlined in the JV feasibility study, then the City will commit to undertake the project with the County unless the project's revenue projections as outlined in the JV feasibility study would result in a less than break even financial position for the City;
- 16) The County, in its sole discretion (subject to matters related to legal ownership of property, ie. Brantford Municipal Airport), reserves the right to undertake the JV project(s) without the participation of the City;
- 17) The County may opt to not participate in one or all of the JV projects outlined in the JV feasibility study at its sole discretion;
- 18) The project(s) outlined in the JV feasibility study will be available at the County's option for 5 years after the date of completion of the JV feasibility study, after which point the JV feasibility study will be void and this MOU will be at an end unless otherwise agreed to by both parties;
- 19) Other partners to one or more of the JV projects outlined in the JV feasibility study may be considered upon approval of the County;
- 20) If one or more of the JV projects outlined in the JV feasibility study are commenced, then applicable legal agreements will be entered into by the parties.

Dated at _____, Ontario, this ____ day of _____, 2016

The Corporation of the City of Brantford

Per: _____
Chris Friel, Mayor

Per: _____
Lori Wolfe, Clerk

The Corporation of the County of Brant

Per: _____
R.E.F. (Ron) Eddy, Mayor

Per: _____
Heather Boyd, Clerk

CITY OF BRANTFORD, COUNTY OF BRANT**DEFINITIONS**

1. In this Order,

“annexed area” means the area comprised of the lands described in Schedule “A” to this Order;

“Brant” means The Corporation of the County of Brant; and

“Brantford” means The Corporation of the City of Brantford.

ANNEXATION

2.

- (1) On January 1, 2017, the lands described in Schedule “A” to this Order are annexed to Brantford.
- (2) All real property of Brant including any highway, street fixture, waterline, sewer main of the annexed area or easement and restrictive covenant running with the real property located in the annexed area vests in Brantford on January 1, 2017.
- (3) All assets and liabilities of Brant that are located in the annexed area become the assets and liabilities of Brantford.
- (4) Despite subsection (2), the real property known as 391 Powerline Road located within the annexed area and more particularly described as part of Lot 33, Concession 1, PIN 32223-0086 (LT) shall not vest in Brantford on January 1, 2017 and shall remain the property of Brant.
- (5) Despite subsection (2), any litigation commenced prior to January 1, 2017, with respect to the annexed area remains the obligation of Brant.

WARDS

3.

- (1) On January 1, 2017, the part of the annexed area that is described in Schedule “B” shall form part of Ward 1 in Brantford.
- (2) On January 1, 2017, the part of the annexed area that is described in Schedule “C” shall form part of Ward 2 in Brantford.
- (3) On January 1, 2017, the part of the annexed area that is described in Schedule “D” shall form part of Ward 3 in Brantford.
- (4) On January 1, 2017, the part of the annexed area that is described in Schedule “E” shall form part of Ward 4 in Brantford.

ASSESSMENT

4. For the purpose of the assessment roll to be prepared for Brantford for taxation in the year that the annexation under section 2 takes effect, the annexed area shall be deemed to be part of Brantford and the annexed area shall be included on the assessment roll for Brantford.

COMPENSATION

5.

- (1) Brantford shall pay to Brant the sum of Eleven Million Six Hundred and Thirty Three Thousand, Five Hundred Dollars (\$11,633,500.00) in ten (10) equal annual instalments of One Million, One Hundred and Sixty Three Thousand, Three Hundred and Fifty Dollars (\$1,163,350.00) each, with each

instalment to be made on January 1 of each year commencing on January 1, 2018 and ending on January 1, 2027, as shown below:

Date of Payment	Payment
January 1, 2018	\$1,163,350
January 1, 2019	\$1,163,350
January 1, 2020	\$1,163,350
January 1, 2021	\$1,163,350
January 1, 2022	\$1,163,350
January 1, 2023	\$1,163,350
January 1, 2024	\$1,163,350
January 1, 2025	\$1,163,350
January 1, 2026	\$1,163,350
January 1, 2027	\$1,163,350

- (2) On January 1, 2018, Brantford shall pay to Brant an amount equivalent to the amount of the municipal portion of the real property taxes levied in 2016 by Brant on the lands in the annexed area. On January 1 of each year commencing on January 1, 2019 and ending on January 1, 2028, Brantford shall pay to Brant an amount that declines on a straight line basis by one eleventh each year so that there is no amount left owing to Brant after January 1, 2028, as shown below:

Date of Payment	Payment
January 1, 2018	A x 11/11
January 1, 2019	A x 10/11
January 1, 2020	A x 9/11
January 1, 2021	A x 8/11
January 1, 2022	A x 7/11
January 1, 2023	A x 6/11
January 1, 2024	A x 5/11
January 1, 2025	A x 4/11
January 1, 2026	A x 3/11
January 1, 2027	A x 2/11
January 1, 2028	A x 1/11

A = municipal portion of real property taxes levied in 2016 on the annexed area.

- (3) Any arrears of real property taxes or special rates under the special collector's roll referred to in subsection 6 (2) in which the affected properties:
- (a) have not gone through a tax sale because the taxes have been written off as uncollectible due to a recommendation by the treasurer under clause 354(4)(b) of the *Municipal Act, 2001*, or
 - (b) have gone through an unsuccessful tax sale process and are, as a consequence, deemed to be uncollectable and written off by the treasurer of Brantford,

will be deducted from Brantford's compensation to Brant described under subsection (2).

TAXES, ETC

6. (1) All real property taxes, special rates or charges levied under any general or special Act in the annexed area which are due and unpaid on December 31, 2016, shall be deemed on January 1, 2017 to be taxes due and payable to Brantford and may be collected by Brantford.

- (2) On or before March 1, 2017, the clerk of Brant shall prepare and furnish to the clerk of Brantford, in respect of the annexed area, a special collector's roll showing all arrears of real property taxes or special rates assessed against the land in the annexed area up to and including December 31, 2016 and the persons assessed for them.
- (3) On or before the first day of the month following the month in which Brantford has received the special collector's roll from Brant under subsection (2), Brantford shall pay to Brant the total amount of any outstanding arrears, inclusive of penalties, accrued to January 1, 2017, in respect of the annexed area, and thereafter any arrears and penalties collected by Brantford in respect of the annexed area shall accrue to Brantford.
- (4) If Brant has commenced tax sales procedures under the *Municipal Act, 2001* for land within the annexed area and the procedures are not completed by January 1, 2017, Brantford may continue the procedures.

TAX PHASE-IN

7.

- (1) Any increase in the property tax rate for municipal purposes for the annexed area which would occur solely as a result of this Order shall be phased in for 2017 for Brantford's portion of the real property tax bill by reducing Brantford's property tax rate for municipal purposes of the real property tax bill for 2017 for the annexed area to make it equivalent to Brant's property tax rate in 2016 for municipal purposes of the real property tax bill for the annexed area.
- (2) Any increase in the property tax rates for municipal purposes for the annexed area in 2018 which would occur solely as a result of this Order shall be phased in for Brantford's portion of the real property tax bill by adjusting the municipal portion of Brantford's tax bill for the annexed area so that the percentage change in the municipal portion of the levy is applied to the property tax rate for municipal purposes initially established for the annexed area under subsection (1).
- (3) The newly established property tax rate for municipal purposes in 2018 for the annexed area shall be used to calculate the real property tax bill in 2019, whereby this method of using the previous year's municipal property tax rate to calculate the current year's property tax rate for municipal purposes shall continue until the 2032 tax year. Any year-over-year percentage change in the municipal portion of the levy shall be applied to the previous year's property tax rate for municipal purposes to calculate the current year's property tax bill for municipal purposes.
- (4) In the event that:
 - (a) Brantford's property tax rates for municipal purposes of the real property tax bill in any one year are equal to Brant's 2016 property tax rates for municipal purposes of the real property tax bill for the annexed area, as adjusted annually pursuant to subsection (3),
 - (b) for any part of the annexed area:
 - i. an official plan amendment, under section 22 of the *Planning Act* comes into effect with no further right of appeal;
 - ii. a zoning by-law amendment, under section 34 of the *Planning Act* comes into force with no further right of appeal;
 - iii. plans and drawings for development within a designated site plan control area, under section 41 of the *Planning Act* have been approved;

- iv. a final plan of subdivision under section 51 of the *Planning Act* is deposited with the land registrar for registration;
 - v. consent has been given, under section 53 of the *Planning Act*, or
- (c) any part of the annexed area changes ownership,
- the annexed area that is described in paragraphs (a), (b) or (c) will be taxed at the full amount of Brantford's property tax rate for municipal purposes in the year following the event referred to in paragraphs (a), (b) or (c).
- (5) Subsection (4) does not apply to the annexed area described in paragraph (4) (c) if the transfer of ownership of the annexed area is from one spouse to another or from the estate of a spouse to a surviving spouse.

MUNICIPAL BY-LAWS

- 8.
- (1) On January 1, 2017, the by-laws of Brantford extend to the annexed area and shall remain in force in the annexed area until they expire or are repealed or amended to provide otherwise.
 - (2) Notwithstanding subsection (1), the by-laws of Brant cease to apply to the annexed area except for,
 - (a) by-laws passed under,
 - i. section 17, 34, 38, 39 or 41 of the *Planning Act* or a predecessor of those sections;
 - ii. the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts to regulate the use of highways by vehicles and pedestrians and to regulate the encroachment or projection of buildings upon or over highways; and
 - iii. the *Development Charges Act, 1997*;
 - iv. which shall remain in force until amended or repealed by Brantford; and
 - (b) by-laws passed,
 - i. under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
 - ii. under section 10 of the *Weed Control Act* or a predecessor of that section; and
 - iii. conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by Brant.
 - (3) The official plan of Brant as it applies to the annexed area in Schedule "A", and as approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of Brantford and shall remain in force until revoked or amended to provide otherwise.
 - (4) If Brant has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2017, Brantford may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

DISPUTE RESOLUTION

- 9.
- (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, either of the municipalities may

refer the matter in dispute for resolution through mediation. The mediator shall be agreed upon by both parties.

- (2) If the parties cannot agree upon a mediator 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.
- (3) Where a dispute is referred to arbitration under subsection (2) the decision of the arbitrator shall be final.
- (4) The costs of mediation shall be shared equally between the parties. The costs of arbitration as between the parties shall be determined by the arbitrator.

Dated on December 13, 2016

BILL MAURO
Minister of Municipal Affairs

SCHEDULE "A"

DESCRIPTION OF ANNEXED AREA

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 1 as follows:

Part of Lot	Comprising
21	all of PIN 32222-0083 (LT)
21	all of PIN 32222-0082 (LT)
21	all of PIN 32222-0081 (LT)
21, 22 and Road Allowance between Concession 1 and 2	part of PIN 32222-0001 (LT), designated as Part 1, Plan 2R-7962 (Paris Road)
21	all of PIN 32222-0088 (LT)
21	all of PIN 32222-0089 (LT)
21	all of PIN 32222-0017 (LT)
21	all of PIN 32222-0016 (LT)
21	all of PIN 32222-0019 (LT)
21	all of PIN 32222-0018 (LT)
21	all of PIN 32222-0020 (LT)
21	all of PIN 32222-0086 (LT)
21	all of PIN 32222-0087 (LT)
22	all of PIN 32222-0012 (LT)
22	all of PIN 32222-0013 (LT)
23 and 24 and John Bates Grant in the Augustus Jones Tract	all of PIN 32222-0010 (LT)
23	all of PIN 32222-0011 (LT)
24	all of PIN 32222-0008 (LT)
24	all of PIN 32222-0007 (LT)
24	all of PIN 32222-0006 (LT)
24	all of PIN 32222-0005 (LT)
24 and 25 and Road Allowance between Lots 24 and 25	all of PIN 32223-0001 (LT) designated as Part 1, Plan 2R-7959 and Parts 4 and 5, Plan 2R-7965 (Golf Road)

Governor's Road East, in the County of Brant

Being composed of	Designated as	Comprising
part of Lot 24, Concession 1 Geographic Township of Brantford	Part 3, Plan 2R-7965	all of PIN 32222-0070 (LT)

Being composed of	Designated as	Comprising
part of Lot 24, Concession 1 Geographic Township of Brantford	Part 2, Plan 2R-7965	part of PIN 32222-0069 (LT)
part of Lots 19 and 20, Gore, geographic township of South Dumfries, part of Road Allowance between geographic townships of South Dumfries and Brantford and part of Lots 25 and 26, geographic township of Brantford	Part 1, Plan 2R-7965 and Part 1 Plan 2R-7987	part of PIN 32038-0003 (LT)
part of Road Allowance between Lots 18 and 19, Gore, geographic township of South Dumfries	Part 3, Plan 2R-7987	part of PIN 32037-0001 (LT)
part of Lots 13, 14, 15, 16, 17 and 18, Gore, geographic township of South Dumfries, part of Road Allowance between geographic townships of South Dumfries and Brantford and part of Lots 26, 27, 28, 29, 30, 31, 32 and Road Allowance between Lots 30 and 31, Concession 1 geographic township of Brantford	Part 5, Plan 2R-7987 Parts 1 and 2, Plan 2R-7961 Parts 1 and 2, Plan 2R-7985 Part 1, Plan 2R-7967	part of PIN 32037-0002 (LT)
part of Lot 13, Gore, geographic township of South Dumfries and part of 5.18 metre Road Widening, Registered Plan 612	Parts 3 and 4 Plan 2R-7967	part of PIN 32036-0001 (LT)
part of Lots 10, 11 and 12, Gore, geographic township of South Dumfries, part of Road Allowance between geographic townships of South Dumfries and Brantford and part of Lots 33, 34, 35 and 36 Concession 1, geographic township of Brantford	Part 2, Plan 2R-7967 Part 1, Plan 2R-7988	part of PIN 32036-0002 (LT)

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 1 as follows:

Part of Lot	Comprising
25	all of PIN 32223-0007 (LT)
25	all of PIN 32223-0008 (LT)
25	all of PIN 32223-0009 (LT)
25	all of PIN 32223-0011 (LT)
25	all of PIN 32223-0012 (LT)
25 and 26	all of PIN 32223-0103 (LT)

Part of Lot	Comprising
25, 26 and 27	all of PIN 32223-0010 (LT)
26	all of PIN 32223-0004 (LT)
26	all of PIN 32223-0006 (LT)
26	all of PIN 32223-0013 (LT)
26	all of PIN 32223-0014 (LT)
26 and 27	all of PIN 32223-0106 (LT)
27	all of PIN 32223-0105 (LT)
27 and 28	all of PIN 32223-0017 (LT)
27 and 28	all of PIN 32223-0019 (LT)
28	all of PIN 32223-0018 (LT)
28	all of PIN 32223-0020 (LT)
28 and 29	all of PIN 32223-0021 (LT)
29 and 30	all of PIN 32223-0023 (LT)
29	all of PIN 32223-0024 (LT)
29 and 30	all of PIN 32223-0025 (LT)
29	all of PIN 32223-0022 (LT)
30, 31 and 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0026 (R) described as Parts 1, 2, 3, 4 Plan 2R-1422
31	all of PIN 32223-0027 (LT)
32	all of PIN 32223-0028 (LT)
30, 31, 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0029 (R) as described in Instrument A519981
30, 31, 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0030 (LT)
31 and 32	all of PIN 32223-0031 (LT)
31 and 32	all of PIN 32223-0032 (LT)
31 and 32	all of PIN 32223-0033 (LT)
30, 31, 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0034 (R) as described in Instrument A515921 save and except road widening along Highway 24 expropriated by Plan 890
31	all of PIN 32223-0035 (LT)
31	all of PIN 32223-0036 (LT)
31	all of PIN 32223-0037 (LT)
30, 31 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0038 (R) as described in Instrument A6333 (secondly) save and except road widening along Highway 24 expropriated by Plan 886 and save and except Part 1, 2R-4495 and Part 1, 2R-217
30 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0044(LT)
31 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0039 (R) described as Part 1, Plan 2R-4495
31	all of PIN 32223-0040 (LT)
31	all of PIN 32223-0041 (LT)

Part of Lot	Comprising
Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0114 (LT)
31 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0042 (LT)
31 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0043 (LT)
31, 32 and 33	all of PIN 32223-0098 (LT) (Highway 24)
31	all of PIN 32223-0045 (LT)
31	all of PIN 32223-0046 (LT)
31	all of PIN 32223-0047 (LT)
31	all of PIN 32223-0048 (LT)
31	all of PIN 32223-0049 (LT)
31	all of PIN 32223-0050 (LT)
31	all of PIN 32223-0051 (LT)
31	all of PIN 32223-0053 (LT)
31	all of PIN 32223-0054 (LT)
31	all of PIN 32223-0113 (LT)
31	all of PIN 32223-0112 (LT)
31	all of PIN 32223-0111 (LT)
31 and 32	all of PIN 32223-0056 (LT)
32	all of PIN 32223-0057 (LT)
32	all of PIN 32223-0058 (LT)
32	all of PIN 32223-0059 (LT)
32	all of PIN 32223-0060 (LT)
32	all of PIN 32223-0061 (LT)
32 and 33	all of PIN 32223-0062 (LT)
31 and 32	all of PIN 32223-0055 (LT)
31 and 32	all of PIN 32223-0063 (LT)
31 and 32	all of PIN 32223-0064 (LT)
31 and 32	all of PIN 32223-0065 (LT)
31 and 32	all of PIN 32223-0066 (LT)
31	all of PIN 32223-0067 (LT)
31 and 32	all of PIN 32223-0068 (LT)
31 and 32	all of PIN 32223-0069 (LT)
31	all of PIN 32223-0072 (LT)
31	all of PIN 32223-0070 (LT)
31	all of PIN 32223-0071 (LT)
31 and 32	all of PIN 32223-0073 (LT)
31 and 32	all of PIN 32223-0074 (LT)
31 and 32	all of PIN 32223-0075 (LT)
31 and 32	all of PIN 32223-0076 (LT)
31, 32 and 33	all of PIN 32223-0077 (LT)
32	all of PIN 32223-0078 (LT)
32	all of PIN 32223-0079 (LT)
32 and 33	all of PIN 32223-0080 (LT)

Part of Lot	Comprising
32 and 33	all of PIN 32223-0081 (LT)
32 and 33	all of PIN 32223-0082 (LT)
32 and 33	all of PIN 32223-0083 (LT)
32 and 33	all of PIN 32223-0084 (LT)
33	all of PIN 32223-0085 (LT)
33	all of PIN 32223-0086 (LT)
33 and 34	all of PIN 32223-0087 (LT)
33 and 34	all of PIN 32223-0088 (LT)
34 and 35	all of PIN 32223-0089 (LT)
34	all of PIN 32223-0090 (LT)
35	all of PIN 32223-0091 (LT)
35	all of PIN 32223-0092 (LT)
35	all of PIN 32223-0093 (LT)
35 and 36	all of PIN 32223-0095 (LT)
35 and 36	all of PIN 32223-0099 (LT)
35 and 36	all of PIN 32223-0100 (LT)
36	all of PIN 32223-0097 (LT)
36, 37 and Road Allowance between Lots 36 and 37	all of PIN 32224-0001 (LT) (Park Road North)
37	all of PIN 32224-0004 (LT)
37	all of PIN 32224-0005 (LT)
37	all of PIN 32224-0006 (LT)
37	all of PIN 32224-0007 (LT)
37	all of PIN 32224-0008 (LT)
37	all of PIN 32224-0009 (LT)
37	all of PIN 32224-0010 (LT)
37	all of PIN 32224-0011 (LT)
37	all of PIN 32224-0012 (LT)
37 and 38	all of PIN 32224-0013 (LT)
37	all of PIN 32224-0014 (LT)
37	all of PIN 32224-0015 (LT)
39	all of PIN 32224-0019 (LT)
39	all of PIN 32224-0020 (LT)
40	all of PIN 32224-0021 (LT)
40	all of PIN 32224-0022 (LT)
40	all of PIN 32224-0023 (LT)
40 and 41	all of PIN 32224-0024 (LT)
42 and Road Allowance between Lots 42 and 43 (closed by A72591)	all of PIN 32224-0031 (LT)
43 and Road Allowance between Lots 42 and 43 (closed by A72591)	all of PIN 32224-0081 (LT)
43	all of PIN 32224-0037 (LT)
43	all of PIN 32224-0038 (LT)
43	all of PIN 32224-0083 (LT)
43	all of PIN 32224-0040 (LT)

Powerline Road, in the geographic township of Brantford, County of Brant

Being composed of	Described as	Comprising
Part of Lot 18, Concession 1, Part of Road Allowance between Lots 18 and 19, Concession 1 and part of Road Allowance between Concessions 1 and 2	Parts 1 and 2, Plan 2R-7949	part of PIN 32222-0002 (LT)
Part of Road Allowance between Concessions 1 and 2, Part of Lots 20 and 21, Concession 1		all of PIN 32222-0004 (LT)
Part of Road Allowance between Concessions 1 and 2, Part of Lots 22, 23 and 24, Concession 1		all of PIN 32222-0067 (LT)
Part of Road Allowance between Concession 1 and 2, part of Lots 25 to 36, Concession 1 and Part of Road Allowance between Lots 30 and 31		all of PIN 32223-0122 (LT)
Part of Road Allowance between Concessions 1 and 2, part of Lot 43, Concession 1 and part of Lot 43, Concession 2	1) all that part of the Road Allowance between Concessions 1 and 2 fronting Lots 37 to 42, Concession 1 and fronting the Road Allowance between Lots 36 and 37, Concession 1 2) Parts 1, 2, 3, 4, Plan 2R-7983	Part of PIN 32224-0098 (LT)

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 2 as follows:

Part of Lot	Comprising
18	all PIN of 32221-0451 (LT)
18, 19 and part of Road Allowance between Lots 18 and 19	part of PIN 32220-0166 (LT), designated as Part 8, Plan 2R-7984
19 and 20	part of PIN 32220-0320 (LT) designated as parts 5, 6 and 7 Plan 2R-7984
20	part of PIN 32220-0283 (LT) designated as parts 3 and 4 Plan 2R-7984
20	part of PIN 32220-0252 (LT) designated as part 2, Plan 2R-7984
20	part of PIN 32220-0025 (LT) designated as part 1, Plan 2R-7984
20 and 21	all of PIN 32220-0315 (LT)
21	all of PIN 32220-0314 (LT)
22	all of PIN 32220-0106 (LT)
22	all of PIN 32220-0107 (LT)
22	all of PIN 32220-0109 (LT)
23	all of PIN 32220-0110 (LT)

Part of Lot	Comprising
23	all of PIN 32220-0111 (LT)
23	all of PIN 32220-0304 (LT)
23	all of PIN 32220-0305 (LT)
23	all of PIN 32220-0113 (LT)
23 and 24	all of PIN 32220-0105 (LT)
22, 23, 24 and 25 and Road Allowance between Lots 24 and 25	all of PIN 32220-0116 (LT)
24	all of PIN 32220-0152 (LT)
24	all of PIN 32220-0322 (LT)
24 and 25 and Road Allowance between Lots 24 and 25	all of PIN 32220-0115 (LT) save and except that portion lying within the City of Brantford, being south of the centreline of Highway 403
Road Allowance between Lots 24 and 25	all of PIN 32270-0074 (LT)
25	all of PIN 32270-0062 (LT)
25	all of PIN 32270-0063 (LT)
25	all of PIN 32270-0064 (LT)
25	all of PIN 32270-0065 (LT)
25	all of PIN 32270-0066 (LT)
25	all of PIN 32220-0154 (LT)
25	all of PIN 32220-0321 (LT) save and except that portion lying within the City of Brantford, being south of the centreline of Highway 403
26 and 27	all of PIN 32270-0061 (LT)
27	all of PIN 32270-0060 (LT)
27	all of PIN 32270-0059 (LT)
27	all of PIN 32274-0415 (LT)
27	all of PIN 32604-0059 (LT)
27	part of PIN 32274-0154 (LT) designated as Parts 1, 2 and 3, Plan 2R-7676
41	all of PIN 32269-0004 (LT)
41	all of PIN 32269-0005 (LT)
42	all of PIN 32269-0006 (LT)
42	all of PIN 32269-0047 (LT)
42	all of PIN 32269-0042 (LT)
42	all of PIN 32269-0044 (LT)
42	all of PIN 32269-0041 (LT)
Road Allowance between Lots 42 and 43	all of PIN 32269-0002 (LT)
43	part of PIN 32269-0009 (LT) designated as Parts 1, 2, 3, 4 Plan 2R-7992
43	all of PIN 32269-0010 (LT)
43	all of PIN 32269-0046 (LT)

Lynden Road, in the geographic township of Brantford, County of Brant, being composed of part of Lots 42, 43, 44, 45 Concession 2, part of Road Allowance between Concessions 2 and 3 and part of Lots 43, 44, 45 Concession 3, comprising Part of PIN 32269-0001 (LT) and designated as Parcel A, Registered Plan 720, Part 1, Plan 2R-7702 and Parts 1 and 2, Plan 2R-7980.

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 3 as follows:

Part of Lot	Comprising
43	all of PIN 32281-0009 (LT)
43	part of PIN 32282-0001 (LT) designated as Parcel D, Registered Plan 720, Part 1, Plan 2R-4742, Parts 1 and 2, Plan 2R-5682 and Part 1, Plan 2R-5709 (Lynden Road)
43	all of PIN 32282-0026 (LT)
43	all of PIN 32282-0034 (LT)
43	all of PIN 32282-0035 (LT)
43	all of PIN 32282-0038 (LT)
43	all of PIN 32282-0039 (LT)
43	all of PIN 32282-0040 (LT)
44	all of PIN 32282-0023 (LT)
44	all of PIN 32282-0024 (LT)
45	all of PIN 32282-0018 (LT)
45	all of PIN 32282-0020 (LT)
45 and 46	all of PIN 32282-0019 (LT)
46	all of PIN 32282-0021 (LT)
46	all of PIN 32282-0022 (LT)

Adams Road, in the geographic township of Brantford, County of Brant, being composed of part of Lots 45 and 46, Concession 3 and part of Joseph Johnson Grant, being all of PIN 32225-0001 (LT).

In the geographic township of Brantford, County of Brant, being composed of part of Joseph Johnson Grant, comprising:

Comprising
all of PIN 32282-0016 (LT)
all of PIN 32282-0015 (LT)
all of PIN 32282-0017 (LT)
part of PIN 32282-0032 (R) designated as Part 1, Plan 2R-7977

In the geographic township of Brantford, County of Brant, being composed of:

Comprising	
Highway 403	part of Lots 43, 44 and 45, Concession 3, Part of Joseph Thomas Grant, and Part of Joseph Johnson Grant, comprising all of PIN 32282-0031 (LT), save and except Parts 1 and 2, Plan 2R-7978
	part of Lot 43, Concession 4 and part of Joseph Thomas Grant, comprising part of PIN 32282-0029 (LT), designated as Part 4, Plan 2R-7978
County Road 18	part of Lot 43, Concession 4, Part of Joseph Thomas Grant, and part of Margaret Farley Tract, comprising all of PIN 32282-0002 (LT), save and except Part 3, Plan 2R-7978
County Road 18	part of the Margaret Farley Tract, comprising: all of PIN 32226-0002 (LT) Part of PIN 32226-0072 (LT) designated as Part 1, Plan 2R-7969 Part of PIN 32226-0134 (LT) designated as Part 2, Plan 2R-7969

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32075-0395 (LT)
all of PIN 32075-0393 (LT)
all of PIN 32075-0394 (LT)
all of PIN 32075-0390 (LT)
all of PIN 32075-0392 (LT)
all of PIN 32075-0391 (LT)
all of PIN 32075-0389 (LT)
all of PIN 32075-0470 (LT)
PIN 32075-0472 (R) as described in A522265 save and except Part 2, 2R-7139
PIN 32075-0471 (R), described as Part 2, Plan 2R-7139
all of PIN 32075-0469 (LT)
all of PIN 32075-0510 (LT)
all of PIN 32075-0511 (LT)
all of PIN 32075-0386 (LT)
all of PIN 32075-0385 (LT)
all of PIN 32075-0384 (LT)
all of PIN 32075-0383 (LT)
all of PIN 32075-0382 (LT)
all of PIN 32075-0381 (LT)
all of PIN 32075-0379 (LT)
all of PIN 32075-0458 (LT)
all of PIN 32075-0457 (LT)
all of PIN 32075-0378 (LT)
all of PIN 32075-0377 (LT)
all of PIN 32075-0376 (LT)
all of PIN 32075-0456 (LT)
all of PIN 32075-0375 (LT)
all of PIN 32075-0374 (LT)
all of PIN 32075-0373 (LT)
all of PIN 32075-0372 (LT)
all of PIN 32075-0371 (LT)
all of PIN 32075-0370 (LT)
all of PIN 32075-0507 (LT)
all of PIN 32075-0508 (LT)
all of PIN 32075-0509 (LT)
all of PIN 32075-0365 (LT)
all of PIN 32075-0368 (LT)
all of PIN 32075-0367 (LT)
all of PIN 32075-0366 (LT)
all of PIN 32075-0364 (LT)
part of PIN 32075-0001 (LT), designated as Part 4, Plan 2R-7986 (Conklin Road)
all of PIN 32068-0016 (LT)
all of PIN 32068-0018 (LT)
all of PIN 32068-0019 (LT)
all of PIN 32068-0172 (LT)
all of PIN 32068-0171 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Clench Tract and part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32068-0017 (LT)
all of PIN 32068-0020 (LT)
all of PIN 32068-0492 (LT)
all of PIN 32068-0022 (LT)
all of PIN 32068-0023 (LT)
all of PIN 32068-0024 (LT)
all of PIN 32068-0170 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Clench Tract, comprising:

Comprising
all of PIN 32068-0025 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract, west of Mount Pleasant Road, comprising:

Comprising
all of PIN 32068-0026 (LT)
all of PIN 32068-0027 (LT)

Mount Pleasant Road, in the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, part of Mount Pleasant Road, part of Clench Tract, part of Phelps Tract east of Mount Pleasant Road, part of Phelps Tract west of Mount Pleasant Road, and part of Lot 1 and part of Lots 15 to 24, Registered Plan 546, comprising:

Comprising
part of PIN 32081-0001 (LT) designated as Part 1, Plan 2R-7706
part of PIN 32082-0001 (LT) designated as Part 2, Plan 2R-7706 and Part 1, Plan 2R-7976
all of PIN 32083-0092 (LT), save and except Part 2, Plan 2R-7976
all of PIN 32075-0002 (LT)
part of PIN 32067-0249 designated as Part 3, Plan 2R-7986

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32083-0102 (LT) save and except Parts 3, 4 and 5, Plan 2R-7976
all of PIN 32083-0059 (LT) save and except Part 6, Plan 2R-7976
part of PIN 32083-0055 (LT), designated as Part 7, Plan 2R-7976
all of PIN 32083-0060 (LT)
all of PIN 32083-0103 (LT)
all of PIN 32083-0117 (LT)
all of PIN 32083-0114 (LT)
all of PIN 32083-0115 (LT)
all of PIN 32083-0116 (LT)
all of PIN 32083-0111 (LT)
all of PIN 32083-0118 (LT)
all of PIN 32083-0063 (LT)
all of PIN 32083-0064 (LT)

Comprising
all of PIN 32083-0065 (LT)
all of PIN 32083-0066 (LT)
all of PIN 32083-0067 (LT)
all of PIN 32083-0068 (LT)
all of PIN 32083-0069 (LT)

In the County of Brant being composed of:

Lot	Plan	Comprising all of
5 and 6	613	PIN 32083-0070 (LT)
4 and part of 3	613	PIN 32083-0071 (LT)
part of 2 and part of 3	613	PIN 32083-0072 (LT)
1 and part of 2	613	PIN 32083-0073 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32083-0074 (LT)
all of PIN 32083-0075 (LT)
all of PIN 32083-0076 (LT)
all of PIN 32083-0077 (LT)
all of PIN 32083-0078 (LT)
all of PIN 32083-0079 (LT)
all of PIN 32083-0080 (LT)
all of PIN 32083-0104 (LT)
all of PIN 32083-0106 (LT)
all of PIN 32083-0105 (LT)
all of PIN 32083-0082 (LT)
all of PIN 32083-0083 (LT)
all of PIN 32083-0084 (LT)
all of PIN 32083-0085 (LT)

Grand River, in the County of Brant, being composed of part of the bed of the Grand River adjacent to the Stewart and Ruggles Tract, geographic township of Brantford, described as follows:

Commencing at the southerly water's edge of the Grand River, where it is intersected by the easterly limit of PIN 32083-0085 (LT), being the north east angle of Part 1, Plan 2R-136.

Thence North 64 degrees 36 minutes, 40 seconds west, being perpendicular to the easterly limit of said Part 1, a distance of 56 metres more or less to the centre line of the Grand River, being the existing municipal limit between the City of Brantford and the County of Brant.

Thence westerly and north westerly, against the stream following the said centreline and then continuing along the said existing limit between the City of Brantford and the County of Brant a distance of 1280 metres more or less to the north westerly water's edge of the Grand River, being at the south east angle of Part 7, Plan 2R-7976.

Thence south easterly and easterly, following the said water's edge of the Grand River, a distance of 1390 metres more or less to the point of commencement, being part of PIN 32083-0053 (R).

Tutela Heights Road, in the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, Road Widening, Registered Plan 613, Road Widening, Registered Plan 610, Road Widening, Registered Plan 671, Road Widening, Registered Plan

715, part of Lots 1 and 2, Registered Plan 715, and part of Phelps Tract (Tutela Heights) designated as Parts 1 and 5 Plan 2R-7995 and Parts 1, 2 and 3, Plan 2R-7990 and comprising part of PIN 32083-0093 (LT).

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0250 (LT)
all of PIN 32067-0251 (LT)
all of PIN 32067-0252 (LT)

In the County of Brant, being composed of parts of Registered Plan 546, described as follows:

Lot	Comprising all of PIN
part of 1 and 2	32067-0220 (LT)
3 and Part of 2	32067-0221 (LT)
4	32067-0222 (LT)
5	32067-0223 (LT)
6	32067-0224 (LT)
7	32067-0225 (LT)
8	32067-0226 (LT)
9	32067-0227 (LT)
10 and part of 11	32067-0228 (LT)
part of 12	32067-0230 (LT)
part of 12	32067-0231 (LT)
13	32067-0232 (LT)
14	32067-0233 (LT)
part of 15	32067-0234 (LT)
part of 16	32067-0235 (LT)
part of 17	32067-0236 (LT)
part of 18	32067-0237 (LT)
part of 18	32067-0238 (LT)
part of 19	32067-0239 (LT)
part of 20	32067-0240 (LT)
part of 21	32067-0241 (LT)
part of 22 and 23	32067-0242 (LT)
part of 22 and 23	32067-0243 (LT)
part of 23 and 24	32067-0244 (LT)
25	32067-0245 (LT)
26	32067-0246 (LT)
27	32067-0247 (LT)
28	32067-0248 (LT)
Pleasant Crescent	32067-0253 (LT)

In the County of Brant, being composed of part of Lots 11 and 12, Registered Plan 546 and part of Stewart and Ruggles Tract, geographic township of Brantford, comprising all of PIN 32067-0229 (LT).

In the County of Brant, being composed of parts of Registered Plan 671 described as follows:

Lot	Comprising all of PIN
1	32067-0176 (LT)
2	32067-0177 (LT)

Lot	Comprising all of PIN
3	32067-0178 (LT)
4	32067-0179 (LT)
5	32067-0180 (LT)
6	32067-0181 (LT)
7	32067-0182 (LT)
8	32067-0183 (LT)
9	32067-0184 (LT)
10	32067-0185 (LT)
11	32067-0186 (LT)
12	32067-0187 (LT)
13 and part of 14	32067-0188 (LT)
Bellholme Avenue	32067-0256 (LT)
15	32067-0190 (LT)
16	32067-0191 (LT)
17	32067-0192 (LT)
18	32067-0193 (LT)
19	32067-0194 (LT)
20	32067-0195 (LT)
21	32067-0196 (LT)
22	32067-0197 (LT)
23	32067-0198 (LT)
24	32067-0199 (LT)
25	32067-0200 (LT)
26	32067-0201 (LT)
27	32067-0202 (LT)
28	32067-0203 (LT)
29	32067-0204 (LT)
30	32067-0205 (LT)
31	32067-0206 (LT)
32	32067-0207 (LT)
33	32067-0208 (LT)
Rosehill Avenue	32067-0257 (LT)
34	32067-0210 (LT)
35	32067-0211 (LT)
36	32067-0212 (LT)
37	32067-0213 (LT)
38	32067-0214 (LT)
39	32067-0215 (LT)
40	32067-0216 (LT)
41	32067-0217 (LT)
42	32067-0218 (LT)
43	32067-0219 (LT)

In the County of Brant, being composed of part of Lot 14, Registered Plan 671 and part of Stewart and Ruggles Tract, geographic township of Brantford, comprising all of PIN 32067-0189 (LT).

In the geographic township of Brantford, County of Brant being composed of part of Stewart and Ruggles Tract, comprising all of PIN 32067-0209 (LT).

In the County of Brant, being composed of parts of Registered Plan 2M-1858, described as follows:

Lot	Comprising all of PIN
1	32067-0260 (LT)
2	32067-0261 (LT)
3	32067-0262 (LT)
4	32067-0263 (LT)
5	32067-0264 (LT)
6	32067-0265 (LT)
7	32067-0266 (LT)
8	32067-0267 (LT)
9	32067-0268 (LT)
10	32067-0269 (LT)
11	32067-0270 (LT)
Block 12	32067-0271 (LT)
Block 13	32067-0272 (LT)
Block 14	32067-0273 (LT)
Block 15	32067-0274 (LT)
Block 16	32067-0275 (LT)
Rue Chateaux Terrace	32067-0277 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising all of PIN 32067-0063 (LT).

In the County of Brant being composed of parts of Registered Plan 610 described as follows:

Lot	Comprising all of PIN
1	32067-0135 (LT)
2	32067-0136 (LT)
3	32067-0137 (LT)
4	32067-0138 (LT)
5	32067-0139 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0061 (LT)
all of PIN 32067-0060 (LT)
all of PIN 32067-0059 (LT)
all of PIN 32067-0058 (LT)
all of PIN 32067-0255 (LT)

In the County of Brant being composed of part of lot 5, Registered Plan 1727 and part of the Stewart and Ruggles Tract, geographic township of Brantford, comprising all of PIN 32067-0254 (LT).

In the County of Brant, being composed of parts of Registered Plan 1727 described as follows:

Lot	Comprising all of PIN
1	32067-0140 (LT)
2	32067-0141 (LT)
3	32067-0142 (LT)

Lot	Comprising all of PIN
4	32067-0143 (LT)
part of 5	32067-0144 (LT)

In the County of Brant, being composed of parts of Registered Plan 715 described as follows:

Lot	Comprising all of PIN
part of 1	32067-0166 (LT)
part of 2	32067-0167 (LT)
3	32067-0168 (LT)
4	32067-0169 (LT)
5	32067-0170 (LT)
6	32067-0171 (LT)
7	32067-0172 (LT)
8	32067-0173 (LT)
9	32067-0174 (LT)
10	32067-0175 (LT)

Davern Road, in the County of Brant, being composed of Davern Road, Registered Plan 715, Davern Road, Registered Plan 966 and Lot 30, Registered Plan 966, comprising all of PIN 32067-0150 (LT).

In the County of Brant, being composed of parts of Registered Plan 966 described as follows:

Lot	Comprising all of PIN
12	32067-0151 (LT)
13	32067-0152 (LT)
Noble Avenue	32067-0149 (LT)
32	32067-0258 (LT)
14	32067-0153 (LT)
15	32067-0154 (LT)
16	32067-0155 (LT)
17	32067-0156 (LT)
18	32067-0157 (LT)
19	32067-0158 (LT)
20	32067-0159 (LT)
21	32067-0160 (LT)

In the geographic township of Brantford, County of Brant, described as follows:

Lot	Plan	Tract	Comprising
22	966	part of Stewart and Ruggles	all of PIN 32067-0161 (LT)
23	966	part of Stewart and Ruggles	all of PIN 32067-0162 (LT)
24	966	part of Stewart and Ruggles	all of PIN 32067-0163 (LT)
25	966	part of Stewart and Ruggles	all of PIN 32067-0164 (LT)

Lot	Plan	Tract	Comprising
26	966	part of Stewart and Ruggles	all of PIN 32067-0165 (LT)
Heather Street	1020	part of Stewart and Ruggles	all of PIN 32067-0148 (LT)
36			
33	1020	part of Stewart and Ruggles	all of PIN 32067-0147 (LT)
34	1020	part of Stewart and Ruggles	all of PIN 32067-0146 (LT)
35	1020	-	all of PIN 32067-0145 (LT)

In the County of Brant, being composed of parts of Registered Plan 2M-1907 described as follows:

Lot	Comprising all of PIN
1	32067-0308 (LT)
2	32067-0309 (LT)
3	32067-0310 (LT)
4	32067-0311 (LT)
5	32067-0312 (LT)
6	32067-0313 (LT)
7	32067-0314 (LT)
8	32067-0315 (LT)
9	32067-0316 (LT)
10	32067-0317 (LT)
11	32067-0318 (LT)
12	32067-0319 (LT)
13	32067-0320 (LT)
14	32067-0321 (LT)
15	32067-0322 (LT)
16	32067-0323 (LT)
17	32067-0324 (LT)
18	32067-0325 (LT)
19	32067-0326 (LT)
20	32067-0327 (LT)
21	32067-0328 (LT)
22	32067-0329 (LT)
23	32067-0330 (LT)
24	32067-0331 (LT)
25	32067-0332 (LT)
26	32067-0333 (LT)
27	32067-0334 (LT)
28	32067-0335 (LT)
29	32067-0336 (LT)
30	32067-0337 (LT)
31	32067-0338 (LT)
32	32067-0339 (LT)
33	32067-0340 (LT)
34	32067-0341 (LT)

Lot	Comprising all of PIN
35	32067-0342 (LT)
36	32067-0343 (LT)
37	32067-0344 (LT)
38	32067-0345 (LT)
39	32067-0346 (LT)
40	32067-0347 (LT)
41	32067-0348 (LT)
42	32067-0349 (LT)
43	32067-0350 (LT)
44	32067-0351 (LT)
45	32067-0352 (LT)
46	32067-0353 (LT)
47	32067-0354 (LT)
48	32067-0355 (LT)
49	32067-0356 (LT)
50	32067-0357 (LT)
51	32067-0358 (LT)
52	32067-0359 (LT)
53	32067-0360 (LT)
54	32067-0361 (LT)
55	32067-0362 (LT)
56	32067-0363 (LT)
57	32067-0364 (LT)
58	32067-0365 (LT)
59	32067-0366 (LT)
60	32067-0367 (LT)
61	32067-0368 (LT)
62	32067-0369 (LT)
63	32067-0370 (LT)
64	32067-0371 (LT)
65	32067-0372 (LT)
66	32067-0373 (LT)
67	32067-0374 (LT)
68	32067-0375 (LT)
69	32067-0376 (LT)
70	32067-0377 (LT)
71	32067-0378 (LT)
72	32067-0379 (LT)
73	32067-0380 (LT)
74	32067-0381 (LT)
75	32067-0382 (LT)
76	32067-0383 (LT)
77	32067-0384 (LT)
78	32067-0385 (LT)
79	32067-0386 (LT)
80	32067-0387 (LT)
81	32067-0388 (LT)
82	32067-0389 (LT)
83	32067-0390 (LT)

Lot	Comprising all of PIN
84	32067-0391 (LT)
Block 85	32067-0392 (LT)
Block 86	32067-0393 (LT)
Block 87	32067-0394 (LT)
Block 88	32067-0395 (LT)
Block 89	32067-0396 (LT)
Block 90	32067-0397 (LT)
Block 91	32067-0398 (LT)
Block 92	32067-0399 (LT)
Block 93	32067-0400 (LT)
Block 94	32067-0401 (LT)
Block 95	32067-0402 (LT)
Block 96	32067-0403 (LT)
Block 97	32067-0404 (LT)
Block 98	32067-0405 (LT)
Block 99	32067-0406 (LT)
Block 100	32067-0407 (LT)
Block 101	32067-0408 (LT)
Harper Boulevard	32067-0409 (LT)
Moore Boulevard	32067-0410 (LT)
Ruijs Boulevard	32067-0411 (LT)
Westlake Boulevard	32067-0412 (LT)
Tedley Boulevard	32067-0413 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32067-0066 (LT)
all of PIN 32067-0432 (LT)
all of PIN 32067-0435 (LT)
all of PIN 32067-0436 (LT)
all of PIN 32067-0434 (LT)
all of PIN 32067-0433 (LT)
all of PIN 32067-0440 (LT)
all of PIN 32067-0443 (LT)
all of PIN 32067-0441 (LT)
all of PIN 32067-0438 (LT)
all of PIN 32067-0282 (LT)
all of PIN 32067-0281 (LT)
PIN 32067-0070 (R) as described in instrument A388694 and Part 1, Plan 2R-5722
all of PIN 32067-0068 (LT)
all of PIN 32067-0071 (LT)
all of PIN 32067-0072 (LT)
all of PIN 32067-0073 (LT)
all of PIN 32067-0074 (LT)
all of PIN 32067-0075 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract, east of Mount Pleasant Road comprising:

Comprising
all of PIN 32067-0076 (LT)
all of PIN 32067-0079 (LT)
all of PIN 32067-0077 (LT)
part of PIN 32067-0293 (LT), designated as Part 2, Plan 2R-7986
part of PIN 32067-0294 (LT), designated as Part 1, Plan 2R-7986
all of PIN 32067-0078 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0306 (LT)
all of PIN 32067-0304 (LT)
all of PIN 32067-0278 (LT)
all of PIN 32067-0428 (LT)
all of PIN 32067-0055 (LT)
all of PIN 32067-0054 (LT)
all of PIN 32067-0057 (LT)
all of PIN 32067-0053 (LT)
all of PIN 32067-0052 (LT)
all of PIN 32067-0051 (LT)
all of PIN 32067-0050 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract (Tutela Heights) comprising:

Comprising
all of PIN 32067-0291 (LT)
all of PIN 32067-0292 (LT)
all of PIN 32067-0045 (LT)
all of PIN 32067-0041 (LT)
all of PIN 32067-0043 (LT)
all of PIN 32067-0039 (LT)

Phelps Road, in the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract (Tutela Heights), part of Stewart and Ruggles Tract and part of Phelps Tract east of Mount Pleasant Road described as follows:

PIN	Designated as
part of PIN 32067-0046 (LT)	Part 5, Plan 2R-43, save and except Part 2, Plan 2R-5054 Part 1, Plan 1347 Part 2, Plan 2R-43 save and except Part 1, Plan 2R-1300 Part 3, Plan 2R-821 Parts 1 and 2, Plan 1348 Parts 9 and 10, Plan 2R-42 Part 3, Plan 1348 Part 6, Plan 2R-42 Part 4, Plan 1348 Part 3, Plan 2R-42 Part 5, Plan 1348 Parts 1 and 2, Plan 2R-7993

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0049(LT)
all of PIN 32067-0048 (LT)
all of PIN 32067-0047 (LT)

SCHEDULE "B"

LANDS TO BE ANNEXED TO WARD 1

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32075-0395 (LT)
all of PIN 32075-0393 (LT)
all of PIN 32075-0394 (LT)
all of PIN 32075-0390 (LT)
all of PIN 32075-0392 (LT)
all of PIN 32075-0391 (LT)
all of PIN 32075-0389 (LT)
all of PIN 32075-0470 (LT)
PIN 32075-0472 (R) as described in A522265 save and except Part 2, 2R-7139
PIN 32075-0471 (R), described as Part 2, Plan 2R-7139
all of PIN 32075-0469 (LT)
all of PIN 32075-0510 (LT)
all of PIN 32075-0511 (LT)
all of PIN 32075-0386 (LT)
all of PIN 32075-0385 (LT)
all of PIN 32075-0384 (LT)
all of PIN 32075-0383 (LT)
all of PIN 32075-0382 (LT)
all of PIN 32075-0381 (LT)
all of PIN 32075-0379 (LT)
all of PIN 32075-0458 (LT)
all of PIN 32075-0457 (LT)
all of PIN 32075-0378 (LT)
all of PIN 32075-0377 (LT)
all of PIN 32075-0376 (LT)
all of PIN 32075-0456 (LT)
all of PIN 32075-0375 (LT)
all of PIN 32075-0374 (LT)
all of PIN 32075-0373 (LT)
all of PIN 32075-0372 (LT)
all of PIN 32075-0371 (LT)
all of PIN 32075-0370 (LT)
all of PIN 32075-0507 (LT)
all of PIN 32075-0508 (LT)
all of PIN 32075-0509 (LT)
all of PIN 32075-0365 (LT)
all of PIN 32075-0368 (LT)

Comprising
all of PIN 32075-0367 (LT)
all of PIN 32075-0366 (LT)
all of PIN 32075-0364 (LT)
part of PIN 32075-0001 (LT), designated as Part 4, Plan 2R-7986 (Conklin Road)
all of PIN 32068-0016 (LT)
all of PIN 32068-0018 (LT)
all of PIN 32068-0019 (LT)
all of PIN 32068-0172 (LT)
all of PIN 32068-0171 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Clench Tract and part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32068-0017 (LT)
all of PIN 32068-0020 (LT)
all of PIN 32068-0492 (LT)
all of PIN 32068-0022 (LT)
all of PIN 32068-0023 (LT)
all of PIN 32068-0024 (LT)
all of PIN 32068-0170 (LT)

In the geographic township of Brantford, County of Brant being composed of part of Clench Tract, comprising:

Comprising
all of PIN 32068-0025 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract, west of Mount Pleasant Road, comprising:

Comprising
all of PIN 32068-0026 (LT)
all of PIN 32068-0027 (LT)

Mount Pleasant Road, in the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, part of Mount Pleasant Road, part of Clench Tract, part of Phelps Tract east of Mount Pleasant Road, part of Phelps Tract west of Mount Pleasant Road, and part of Lot 1 and part of Lots 15 to 24, Registered Plan 546, comprising:

Comprising
part of PIN 32081-0001 (LT) designated as Part 1, Plan 2R-7706
part of PIN 32082-0001 (LT) designated as Part 2, Plan 2R-7706 and Part 1, Plan 2R-7976
all of PIN 32083-0092 (LT), save and except Part 2, Plan 2R-7976
all of PIN 32075-0002 (LT)
part of PIN 32067-0249 designated as Part 3, Plan 2R-7986

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32083-0102 (LT) save and except Parts 3, 4 and 5, Plan 2R-7976
all of PIN 32083-0059 (LT) save and except Part 6, Plan 2R-7976

Comprising
part of PIN 32083-0055 (LT), designated as Part 7, Plan 2R-7976
all of PIN 32083-0060 (LT)
all of PIN 32083-0103 (LT)
all of PIN 32083-0117 (LT)
all of PIN 32083-0114 (LT)
all of PIN 32083-0115 (LT)
all of PIN 32083-0116 (LT)
all of PIN 32083-0111 (LT)
all of PIN 32083-0118 (LT)
all of PIN 32083-0063 (LT)
all of PIN 32083-0064 (LT)
all of PIN 32083-0065 (LT)
all of PIN 32083-0066 (LT)
all of PIN 32083-0067 (LT)
all of PIN 32083-0068 (LT)
all of PIN 32083-0069 (LT)

In the County of Brant being composed of:

Lot	Plan	Comprising all of
5 and 6	613	PIN 32083-0070 (LT)
4 and part of 3	613	PIN 32083-0071 (LT)
part of 2 and part of 3	613	PIN 32083-0072 (LT)
1 and part of 2	613	PIN 32083-0073 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32083-0074 (LT)
all of PIN 32083-0075 (LT)
all of PIN 32083-0076 (LT)
all of PIN 32083-0077 (LT)
all of PIN 32083-0078 (LT)
all of PIN 32083-0079 (LT)
all of PIN 32083-0080 (LT)
all of PIN 32083-0104 (LT)
all of PIN 32083-0106 (LT)
all of PIN 32083-0105 (LT)
all of PIN 32083-0082 (LT)
all of PIN 32083-0083 (LT)
all of PIN 32083-0084 (LT)
all of PIN 32083-0085 (LT)

Grand River, in the County of Brant, being composed of part of the bed of the Grand River adjacent to the Stewart and Ruggles Tract, geographic township of Brantford, described as follows:

Commencing at the southerly water's edge of the Grand River, where it is intersected by the easterly limit of PIN 32083-0085 (LT), being the north east angle of Part 1, Plan 2R-136.

Thence North 64 degrees 36 minutes, 40 seconds west, being perpendicular to the easterly limit of said Part 1, a distance of 56 metres more or less to the centre line of the Grand River, being

the existing municipal limit between the City of Brantford and the County of Brant.

Thence westerly and north westerly, against the stream following the said centreline and then continuing along the said existing limit between the City of Brantford and the County of Brant a distance of 1280 metres more or less to the north westerly water's edge of the Grand River, being at the south east angle of Part 7, Plan 2R-7976.

Thence south easterly and easterly, following the said water's edge of the Grand River, a distance of 1390 metres more or less to the point of commencement, being part of PIN 32083-0053 (R).

Tutela Heights Road, in the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, Road Widening, Registered Plan 613, Road Widening, Registered Plan 610, Road Widening, Registered Plan 671, Road Widening, Registered Plan 715, part of Lots 1 and 2, Registered Plan 715, and part of Phelps Tract (Tutela Heights) designated as Parts 1 and 5 Plan 2R-7995 and Parts 1, 2 and 3, Plan 2R-7990 and comprising part of PIN 32083-0093 (LT).

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0250 (LT)
all of PIN 32067-0251 (LT)
all of PIN 32067-0252 (LT)

In the County of Brant, being composed of parts of Registered Plan 546, described as follows:

Lot	Comprising all of PIN
part of 1 and 2	32067-0220 (LT)
3 and Part of 2	32067-0221 (LT)
4	32067-0222 (LT)
5	32067-0223 (LT)
6	32067-0224 (LT)
7	32067-0225 (LT)
8	32067-0226 (LT)
9	32067-0227 (LT)
10 and part of 11	32067-0228 (LT)
part of 12	32067-0230 (LT)
part of 12	32067-0231 (LT)
13	32067-0232 (LT)
14	32067-0233 (LT)
part of 15	32067-0234 (LT)
part of 16	32067-0235 (LT)
part of 17	32067-0236 (LT)
part of 18	32067-0237 (LT)
part of 18	32067-0238 (LT)
part of 19	32067-0239 (LT)
part of 20	32067-0240 (LT)
part of 21	32067-0241 (LT)
part of 22 and 23	32067-0242 (LT)
part of 22 and 23	32067-0243 (LT)
part of 23 and 24	32067-0244 (LT)

Lot	Comprising all of PIN
25	32067-0245 (LT)
26	32067-0246 (LT)
27	32067-0247 (LT)
28	32067-0248 (LT)
Pleasant Crescent	32067-0253 (LT)

In the County of Brant, being composed of part of Lots 11 and 12, Registered Plan 546 and part of Stewart and Ruggles Tract, geographic township of Brantford, comprising all of PIN 32067-0229 (LT).

In the County of Brant, being composed of parts of Registered Plan 671 described as follows:

Lot	Comprising all of PIN
1	32067-0176 (LT)
2	32067-0177 (LT)
3	32067-0178 (LT)
4	32067-0179 (LT)
5	32067-0180 (LT)
6	32067-0181 (LT)
7	32067-0182 (LT)
8	32067-0183 (LT)
9	32067-0184 (LT)
10	32067-0185 (LT)
11	32067-0186 (LT)
12	32067-0187 (LT)
13 and part of 14	32067-0188 (LT)
Bellholme Avenue	32067-0256 (LT)
15	32067-0190 (LT)
16	32067-0191 (LT)
17	32067-0192 (LT)
18	32067-0193 (LT)
19	32067-0194 (LT)
20	32067-0195 (LT)
21	32067-0196 (LT)
22	32067-0197 (LT)
23	32067-0198 (LT)
24	32067-0199 (LT)
25	32067-0200 (LT)
26	32067-0201 (LT)
27	32067-0202 (LT)
28	32067-0203 (LT)
29	32067-0204 (LT)
30	32067-0205 (LT)
31	32067-0206 (LT)
32	32067-0207 (LT)
33	32067-0208 (LT)
Rosehill Avenue	32067-0257 (LT)
34	32067-0210 (LT)
35	32067-0211 (LT)
36	32067-0212 (LT)

Lot	Comprising all of PIN
37	32067-0213 (LT)
38	32067-0214 (LT)
39	32067-0215 (LT)
40	32067-0216 (LT)
41	32067-0217 (LT)
42	32067-0218 (LT)
43	32067-0219 (LT)

In the County of Brant, being composed of part of Lot 14, Registered Plan 671 and part of Stewart and Ruggles Tract, geographic township of Brantford, comprising all of PIN 32067-0189 (LT).

In the geographic township of Brantford, County of Brant being composed of part of Stewart and Ruggles Tract, comprising all of PIN 32067-0209 (LT).

In the County of Brant, being composed of parts of Registered Plan 2M-1858, described as follows:

Lot	Comprising all of PIN
1	32067-0260 (LT)
2	32067-0261 (LT)
3	32067-0262 (LT)
4	32067-0263 (LT)
5	32067-0264 (LT)
6	32067-0265 (LT)
7	32067-0266 (LT)
8	32067-0267 (LT)
9	32067-0268 (LT)
10	32067-0269 (LT)
11	32067-0270 (LT)
Block 12	32067-0271 (LT)
Block 13	32067-0272 (LT)
Block 14	32067-0273 (LT)
Block 15	32067-0274 (LT)
Block 16	32067-0275 (LT)
Rue Chateaux Terrace	32067-0277 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract, comprising all of PIN 32067-0063 (LT).

In the County of Brant being composed of parts of Registered Plan 610 described as follows:

Lot	Comprising all of PIN
1	32067-0135 (LT)
2	32067-0136 (LT)
3	32067-0137 (LT)
4	32067-0138 (LT)
5	32067-0139 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0061(LT)
all of PIN 32067-0060 (LT)

Comprising
all of PIN 32067-0059 (LT)
all of PIN 32067-0058 (LT)
all of PIN 32067-0255 (LT)

In the County of Brant being composed of part of lot 5, Registered Plan 1727 and part of the Stewart and Ruggles Tract, geographic Township of Brantford, comprising all of PIN 32067-0254 (LT).

In the County of Brant, being composed of parts of Registered Plan 1727 described as follows:

Lot	Comprising all of PIN
1	32067-0140 (LT)
2	32067-0141 (LT)
3	32067-0142 (LT)
4	32067-0143 (LT)
part of 5	32067-0144 (LT)

In the County of Brant, being composed of parts of Registered Plan 715 described as follows:

Lot	Comprising all of PIN
part of 1	32067-0166 (LT)
part of 2	32067-0167 (LT)
3	32067-0168 (LT)
4	32067-0169 (LT)
5	32067-0170 (LT)
6	32067-0171 (LT)
7	32067-0172 (LT)
8	32067-0173 (LT)
9	32067-0174 (LT)
10	32067-0175 (LT)

Davern Road, in the County of Brant, being composed of Davern Road, Registered Plan 715, Davern Road, Registered Plan 966 and Lot 30, Registered Plan 966, comprising all of PIN 32067-0150 (LT).

In the County of Brant, being composed of parts of Registered Plan 966 described as follows:

Lot	Comprising all of PIN
12	32067-0151 (LT)
13	32067-0152 (LT)
Noble Avenue	32067-0149 (LT)
32	32067-0258 (LT)
14	32067-0153 (LT)
15	32067-0154 (LT)
16	32067-0155 (LT)
17	32067-0156 (LT)
18	32067-0157 (LT)
19	32067-0158 (LT)
20	32067-0159 (LT)
21	32067-0160 (LT)

In the geographic township of Brantford, County of Brant, described as follows:

Lot	Plan	Tract	Comprising
22	966	part of Stewart and Ruggles	all of PIN 32067-0161 (LT)
23	966	part of Stewart and Ruggles	all of PIN 32067-0162 (LT)
24	966	part of Stewart and Ruggles	all of PIN 32067-0163 (LT)
25	966	part of Stewart and Ruggles	all of PIN 32067-0164 (LT)
26	966	part of Stewart and Ruggles	all of PIN 32067-0165 (LT)
Heather Street 36	1020	part of Stewart and Ruggles	all of PIN 32067-0148 (LT)
33	1020	part of Stewart and Ruggles	all of PIN 32067-0147 (LT)
34	1020	part of Stewart and Ruggles	all of PIN 32067-0146 (LT)
35	1020	-	all of PIN 32067-0145 (LT)

In the County of Brant, being composed of parts of Registered Plan 2M-1907 described as follows:

Lot	Comprising all of PIN
1	32067-0308 (LT)
2	32067-0309 (LT)
3	32067-0310 (LT)
4	32067-0311 (LT)
5	32067-0312 (LT)
6	32067-0313 (LT)
7	32067-0314 (LT)
8	32067-0315 (LT)
9	32067-0316 (LT)
10	32067-0317 (LT)
11	32067-0318 (LT)
12	32067-0319 (LT)
13	32067-0320 (LT)
14	32067-0321 (LT)
15	32067-0322 (LT)
16	32067-0323 (LT)
17	32067-0324 (LT)
18	32067-0325 (LT)
19	32067-0326 (LT)
20	32067-0327 (LT)
21	32067-0328 (LT)
22	32067-0329 (LT)
23	32067-0330 (LT)
24	32067-0331 (LT)
25	32067-0332 (LT)
26	32067-0333 (LT)
27	32067-0334 (LT)

Lot	Comprising all of PIN
28	32067-0335 (LT)
29	32067-0336 (LT)
30	32067-0337 (LT)
31	32067-0338 (LT)
32	32067-0339 (LT)
33	32067-0340 (LT)
34	32067-0341 (LT)
35	32067-0342 (LT)
36	32067-0343 (LT)
37	32067-0344 (LT)
38	32067-0345 (LT)
39	32067-0346 (LT)
40	32067-0347 (LT)
41	32067-0348 (LT)
42	32067-0349 (LT)
43	32067-0350 (LT)
44	32067-0351 (LT)
45	32067-0352 (LT)
46	32067-0353 (LT)
47	32067-0354 (LT)
48	32067-0355 (LT)
49	32067-0356 (LT)
50	32067-0357 (LT)
51	32067-0358 (LT)
52	32067-0359 (LT)
53	32067-0360 (LT)
54	32067-0361 (LT)
55	32067-0362 (LT)
56	32067-0363 (LT)
57	32067-0364 (LT)
58	32067-0365 (LT)
59	32067-0366 (LT)
60	32067-0367 (LT)
61	32067-0368 (LT)
62	32067-0369 (LT)
63	32067-0370 (LT)
64	32067-0371 (LT)
65	32067-0372 (LT)
66	32067-0373 (LT)
67	32067-0374 (LT)
68	32067-0375 (LT)
69	32067-0376 (LT)
70	32067-0377 (LT)
71	32067-0378 (LT)
72	32067-0379 (LT)
73	32067-0380 (LT)
74	32067-0381 (LT)
75	32067-0382 (LT)

Lot	Comprising all of PIN
76	32067-0383 (LT)
77	32067-0384 (LT)
78	32067-0385 (LT)
79	32067-0386 (LT)
80	32067-0387 (LT)
81	32067-0388 (LT)
82	32067-0389 (LT)
83	32067-0390 (LT)
84	32067-0391 (LT)
Block 85	32067-0392 (LT)
Block 86	32067-0393 (LT)
Block 87	32067-0394 (LT)
Block 88	32067-0395 (LT)
Block 89	32067-0396 (LT)
Block 90	32067-0397 (LT)
Block 91	32067-0398 (LT)
Block 92	32067-0399 (LT)
Block 93	32067-0400 (LT)
Block 94	32067-0401 (LT)
Block 95	32067-0402 (LT)
Block 96	32067-0403 (LT)
Block 97	32067-0404 (LT)
Block 98	32067-0405 (LT)
Block 99	32067-0406 (LT)
Block 100	32067-0407 (LT)
Block 101	32067-0408 (LT)
Harper Boulevard	32067-0409 (LT)
Moore Boulevard	32067-0410 (LT)
Ruijs Boulevard	32067-0411 (LT)
Westlake Boulevard	32067-0412 (LT)
Tedley Boulevard	32067-0413 (LT)

In the geographic township of Brantford, County of Brant being composed of part of Stewart and Ruggles Tract, comprising:

Comprising
all of PIN 32067-0066 (LT)
all of PIN 32067-0432 (LT)
all of PIN 32067-0435 (LT)
all of PIN 32067-0436 (LT)
all of PIN 32067-0434 (LT)
all of PIN 32067-0433 (LT)
all of PIN 32067-0440 (LT)
all of PIN 32067-0443 (LT)
all of PIN 32067-0441 (LT)
all of PIN 32067-0438 (LT)
all of PIN 32067-0282 (LT)
all of PIN 32067-0281 (LT)

Comprising
PIN 32067-0070 (R) as described in instrument A388694 and Part 1, Plan 2R-5722
all of PIN 32067-0068 (LT)
all of PIN 32067-0071 (LT)
all of PIN 32067-0072 (LT)
all of PIN 32067-0073 (LT)
all of PIN 32067-0074 (LT)
all of PIN 32067-0075 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract, east of Mount Pleasant Road, comprising:

Comprising
all of PIN 32067-0076 (LT)
all of PIN 32067-0079 (LT)
all of PIN 32067-0077 (LT)
part of PIN 32067-0293 (LT), designated as Part 2, Plan 2R-7986
part of PIN 32067-0294 (LT), designated as Part 1, Plan 2R-7986
all of PIN 32067-0078 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0306 (LT)
all of PIN 32067-0304 (LT)
all of PIN 32067-0278 (LT)
all of PIN 32067-0428 (LT)
all of PIN 32067-0055 (LT)
all of PIN 32067-0054 (LT)
all of PIN 32067-0057 (LT)
all of PIN 32067-0053 (LT)
all of PIN 32067-0052 (LT)
all of PIN 32067-0051 (LT)
all of PIN 32067-0050 (LT)

In the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract (Tutela Heights) comprising:

Comprising
all of PIN 32067-0291 (LT)
all of PIN 32067-0292 (LT)
all of PIN 32067-0045 (LT)
all of PIN 32067-0041 (LT)
all of PIN 32067-0043 (LT)
all of PIN 32067-0039 (LT)

Phelps Road, in the geographic township of Brantford, County of Brant, being composed of part of Phelps Tract (Tutela Heights), part of Stewart and Ruggles Tract and part of Phelps Tract east of Mount Pleasant Road described as follows:

PIN	Designated as
part of PIN 32067-0046 (LT)	Part 5, Plan 2R-43, save and except Part 2, Plan 2R-5054 Part 1, Plan 1347 Part 2, Plan 2R-43 save and except Part 1, Plan 2R-1300 Part 3, Plan 2R-821 Parts 1 and 2, Plan 1348 Parts 9 and 10, Plan 2R-42 Part 3, Plan 1348 Part 6, Plan 2R-42 Part 4, Plan 1348 Part 3, Plan 2R-42 Part 5, Plan 1348 Parts 1 and 2, Plan 2R-7993

In the geographic township of Brantford, County of Brant, being composed of part of Stewart and Ruggles Tract comprising:

Comprising
all of PIN 32067-0049(LT)
all of PIN 32067-0048 (LT)
all of PIN 32067-0047 (LT)

SCHEDULE "C"

LANDS TO BE ANNEXED TO WARD 2

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 1 as follows:

Part of Lot	Comprising
21	all of PIN 32222-0083 (LT)
21	all of PIN 32222-0082 (LT)
21	all of PIN 32222-0081 (LT)
21, 22 and Road Allowance between Concession 1 and 2	part of PIN 32222-0001 (LT), designated as Part 1, Plan 2R-7962 (Paris Road)
21	all of PIN 32222-0088 (LT)
21	all of PIN 32222-0089 (LT)
21	all of PIN 32222-0017 (LT)
21	all of PIN 32222-0016 (LT)
21	all of PIN 32222-0019 (LT)
21	all of PIN 32222-0018 (LT)
21	all of PIN 32222-0020 (LT)
21	all of PIN 32222-0086 (LT)
21	all of PIN 32222-0087 (LT)
22	all of PIN 32222-0012 (LT)
22	all of PIN 32222-0013 (LT)
23 and 24 and John Bates Grant in the Augustus Jones Tract	all of PIN 32222-0010 (LT)
23	all of PIN 32222-0011 (LT)

Part of Lot	Comprising
24	all of PIN 32222-0008 (LT)
24	all of PIN 32222-0007 (LT)
24	all of PIN 32222-0006 (LT)
24	all of PIN 32222-0005 (LT)
24 and 25 and Road Allowance between Lots 24 and 25	all of PIN 32223-0001 (LT) designated as Part 1, Plan 2R-7959 and Parts 4 and 5, Plan 2R-7965 (Golf Road)

Governor's Road East, in the County of Brant

Being composed of	Designated as	Comprising
part of Lot 24, Concession 1 geographic township of Brantford	Part 3, Plan 2R-7965	all of PIN 32222-0070 (LT)
part of Lot 24, Concession 1 geographic township of Brantford	Part 2, Plan 2R-7965	part of PIN 32222-0069 (LT)
part of Lots 19 and 20, Gore, geographic township of South Dumfries, part of Road Allowance between geographic townships of South Dumfries and Brantford and part of Lots 25 and 26, geographic township of Brantford	Part 1, Plan 2R-7965 and Part 1 Plan 2R-7987	part of PIN 32038-0003 (LT)
part of Road Allowance between Lots 18 and 19, Gore, geographic township of South Dumfries	Part 3, Plan 2R-7987	part of PIN 32037-0001 (LT)
part of Lots 13, 14, 15, 16, 17 and 18, Gore, geographic township of South Dumfries, part of Road Allowance between geographic townships of South Dumfries and Brantford and part of Lots 26, 27, 28, 29, 30, 31, 32 and Road Allowance between Lots 30 and 31, Concession 1 geographic township of Brantford	Part 5, Plan 2R-7987 Parts 1 and 2, Plan 2R-7961 Parts 1 and 2, Plan 2R-7985 Part 1, Plan 2R-7967	part of PIN 32037-0002 (LT)

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 1 as follows:

Part of Lot	Comprising
25	all of PIN 32223-0007 (LT)
25	all of PIN 32223-0008 (LT)
25	all of PIN 32223-0009 (LT)
25	all of PIN 32223-0011 (LT)
25	all of PIN 32223-0012 (LT)
25 and 26	all of PIN 32223-0103 (LT)
25, 26 and 27	all of PIN 32223-0010 (LT)

Part of Lot	Comprising
26	all of PIN 32223-0004 (LT)
26	all of PIN 32223-0006 (LT)
26	all of PIN 32223-0013 (LT)
26	all of PIN 32223-0014 (LT)
26 and 27	all of PIN 32223-0106 (LT)
27	all of PIN 32223-0105 (LT)
27 and 28	all of PIN 32223-0017 (LT)
27 and 28	all of PIN 32223-0019 (LT)
28	all of PIN 32223-0018 (LT)
28	all of PIN 32223-0020 (LT)
28 and 29	all of PIN 32223-0021 (LT)
29 and 30	all of PIN 32223-0023 (LT)
29	all of PIN 32223-0024 (LT)
29 and 30	all of PIN 32223-0025 (LT)
29	all of PIN 32223-0022 (LT)
30, 31 and 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0026 (R) described as Parts 1, 2, 3, 4 Plan 2R-1422
31	all of PIN 32223-0027 (LT)
32	all of PIN 32223-0028 (LT)
30, 31, 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0029 (R) as described in Instrument A519981
30, 31, 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0030 (LT)
31 and 32	all of PIN 32223-0031 (LT)
31 and 32	all of PIN 32223-0032 (LT)
31 and 32	all of PIN 32223-0033 (LT)
30, 31, 32 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0034 (R) as described in Instrument A515921 save and except road widening along Highway 24 expropriated by Plan 890
31	all of PIN 32223-0035 (LT)
31	all of PIN 32223-0036 (LT)
31	all of PIN 32223-0037 (LT)
30, 31 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0038 (R) as described in Instrument A6333 (secondly) save and except road widening along Highway 24 expropriated by Plan 886 and save and except Part 1, 2R-4495 and Part 1, 2R-217
30 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0044(LT)
31 and Road Allowance between Lots 30 and 31 (closed by A253498)	PIN 32223-0039 (R) described as Part 1, Plan 2R-4495
31	all of PIN 32223-0040 (LT)

Part of Lot	Comprising
31	all of PIN 32223-0041 (LT)
Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0114 (LT)
31 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0042 (LT)
31 and Road Allowance between Lots 30 and 31 (closed by A253498)	all of PIN 32223-0043 (LT)

Powerline Road, geographic township of Brantford, in the County of Brant

Being composed of	Described as	Comprising
Part of Lot 18, Concession 1, Part of Road Allowance between Lots 18 and 19, Concession 1 and part of Road Allowance between Concessions 1 and 2	Parts 1 and 2, Plan 2R-7949	part of PIN 32222-0002 (LT)
Part of Road Allowance between Concessions 1 and 2, Part of Lots 20 and 21, Concession 1		all of PIN 32222-0004 (LT)
Part of Road Allowance between Concessions 1 and 2, Part of Lots 22, 23 and 24, Concession 1		all of PIN 32222-0067 (LT)
Part of Road Allowance between Concession 1 and 2, part of Lots 25 to 31, Concession 1 and Part of Road Allowance between Lots 30 and 31		part of PIN 32223-0122 (LT) being all that part of the PIN lying west of the westerly limit of Highway 24 as shown on Highway Plan 1244

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 2 as follows:

Part of Lot	Comprising
18	all PIN of 32221-0451 (LT)
18, 19 and part of Road Allowance between Lots 18 and 19	part of PIN 32220-0166 (LT), designated as Part 8, Plan 2R-7984
19 and 20	part of PIN 32220-0320 (LT) designated as parts 5, 6 and 7 Plan 2R-7984
20	part of PIN 32220-0283 (LT) designated as parts 3 and 4 Plan 2R-7984
20	part of PIN 32220-0252 (LT) designated as part 2, Plan 2R-7984
20	part of PIN 32220-0025 (LT) designated as part 1, Plan 2R-7984
20 and 21	all of PIN 32220-0315 (LT)

Part of Lot	Comprising
21	all of PIN 32220-0314 (LT)
22	all of PIN 32220-0106 (LT)
22	all of PIN 32220-0107 (LT)
22	all of PIN 32220-0109 (LT)
23	all of PIN 32220-0110 (LT)
23	all of PIN 32220-0111 (LT)
23	all of PIN 32220-0304 (LT)
23	all of PIN 32220-0305 (LT)
23	all of PIN 32220-0113 (LT)
23 and 24	all of PIN 32220-0105 (LT)
22, 23, 24 and 25 and Road Allowance between Lots 24 and 25	all of PIN 32220-0116 (LT)
24	all of PIN 32220-0152 (LT)
24	all of PIN 32220-0322 (LT)
24 and 25 and Road Allowance between Lots 24 and 25	all of PIN 32220-0115 (LT) save and except that portion lying within the City of Brantford, being south of the centreline of Highway 403
Road Allowance between Lots 24 and 25	all of PIN 32270-0074 (LT)
25	all of PIN 32270-0062 (LT)
25	all of PIN 32270-0063 (LT)
25	all of PIN 32270-0064 (LT)
25	all of PIN 32270-0065 (LT)
25	all of PIN 32270-0066 (LT)
25	all of PIN 32220-0154 (LT)
25	all of PIN 32220-0321 (LT) save and except that portion lying within the City of Brantford, being south of the centreline of Highway 403
26 and 27	all of PIN 32270-0061 (LT)
27	all of PIN 32270-0060 (LT)
27	all of PIN 32270-0059 (LT)
27	all of PIN 32274-0415 (LT)
27	all of PIN 32604-0059 (LT)
27	part of PIN 32274-0154 (LT) designated as Parts 1, 2 and 3, Plan 2R-7676

SCHEDULE "D"

LANDS TO BE ANNEXED TO WARD 3

Governor's Road East, in the County of Brant

Being composed of	Designated as	Comprising
part of Lot 13, Gore, geographic township of South Dumfries and part of 5.18 metre Road Widening, Registered Plan 612	Parts 3 and 4 Plan 2R-7967	part of PIN 32036-0001 (LT)

Being composed of	Designated as	Comprising
part of Lots 10, 11 and 12, Gore, geographic township of South Dumfries, part of Road Allowance between geographic townships of South Dumfries and Brantford and part of Lots 33, 34, 35 and 36 Concession 1, geographic township of Brantford	Part 2, Plan 2R-7967 Part 1, Plan 2R-7988	part of PIN 32036-0002 (LT)

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 1, as follows:

Part of Lot	Comprising
31, 32 and 33	all of PIN 32223-0098 (LT) (Highway 24)
31	all of PIN 32223-0045 (LT)
31	all of PIN 32223-0046 (LT)
31	all of PIN 32223-0047 (LT)
31	all of PIN 32223-0048 (LT)
31	all of PIN 32223-0049 (LT)
31	all of PIN 32223-0050 (LT)
31	all of PIN 32223-0051 (LT)
31	all of PIN 32223-0053 (LT)
31	all of PIN 32223-0054 (LT)
31	all of PIN 32223-0113 (LT)
31	all of PIN 32223-0112 (LT)
31	all of PIN 32223-0111 (LT)
31 and 32	all of PIN 32223-0056 (LT)
32	all of PIN 32223-0057 (LT)
32	all of PIN 32223-0058 (LT)
32	all of PIN 32223-0059 (LT)
32	all of PIN 32223-0060 (LT)
32	all of PIN 32223-0061 (LT)
32 and 33	all of PIN 32223-0062 (LT)
31 and 32	all of PIN 32223-0055 (LT)
31 and 32	all of PIN 32223-0063 (LT)
31 and 32	all of PIN 32223-0064 (LT)
31 and 32	all of PIN 32223-0065 (LT)
31 and 32	all of PIN 32223-0066 (LT)
31	all of PIN 32223-0067 (LT)
31 and 32	all of PIN 32223-0068 (LT)
31 and 32	all of PIN 32223-0069 (LT)
31	all of PIN 32223-0072 (LT)
31	all of PIN 32223-0070 (LT)
31	all of PIN 32223-0071 (LT)
31 and 32	all of PIN 32223-0073 (LT)
31 and 32	all of PIN 32223-0074 (LT)
31 and 32	all of PIN 32223-0075 (LT)
31 and 32	all of PIN 32223-0076 (LT)
31, 32 and 33	all of PIN 32223-0077 (LT)
32	all of PIN 32223-0078 (LT)
32	all of PIN 32223-0079 (LT)

Part of Lot	Comprising
32 and 33	all of PIN 32223-0080 (LT)
32 and 33	all of PIN 32223-0081 (LT)
32 and 33	all of PIN 32223-0082 (LT)
32 and 33	all of PIN 32223-0083 (LT)
32 and 33	all of PIN 32223-0084 (LT)
33	all of PIN 32223-0085 (LT)
33	all of PIN 32223-0086 (LT)
33 and 34	all of PIN 32223-0087 (LT)
33 and 34	all of PIN 32223-0088 (LT)
34 and 35	all of PIN 32223-0089 (LT)
34	all of PIN 32223-0090 (LT)
35	all of PIN 32223-0091 (LT)
35	all of PIN 32223-0092 (LT)
35	all of PIN 32223-0093 (LT)
35 and 36	all of PIN 32223-0095 (LT)
35 and 36	all of PIN 32223-0099 (LT)
35 and 36	all of PIN 32223-0100 (LT)
36	all of PIN 32223-0097 (LT)
36, 37 and Road Allowance between Lots 36 and 37	all of PIN 32224-0001 (LT) (Park Road North)

Powerline Road, in the geographic township of Brantford, County of Brant

Being composed of	Described as	Comprising
Part of Road Allowance between Concession 1 and 2, and part of Lots 31 to 36, Concession 1		part of PIN 32223-0122 (LT) being all that part of the PIN lying east of the westerly limit of Highway 24 as shown on Highway Plan 1244

SCHEDULE "E"

LANDS TO BE ANNEXED TO WARD 4

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 1 as follows:

Part of Lot	Comprising
37	all of PIN 32224-0004 (LT)
37	all of PIN 32224-0005 (LT)
37	all of PIN 32224-0006 (LT)
37	all of PIN 32224-0007 (LT)
37	all of PIN 32224-0008 (LT)
37	all of PIN 32224-0009 (LT)
37	all of PIN 32224-0010 (LT)
37	all of PIN 32224-0011 (LT)
37	all of PIN 32224-0012 (LT)
37 and 38	all of PIN 32224-0013 (LT)
37	all of PIN 32224-0014 (LT)
37	all of PIN 32224-0015 (LT)
39	all of PIN 32224-0019 (LT)

Part of Lot	Comprising
39	all of PIN 32224-0020 (LT)
40	all of PIN 32224-0021 (LT)
40	all of PIN 32224-0022 (LT)
40	all of PIN 32224-0023 (LT)
40 and 41	all of PIN 32224-0024 (LT)
42 and Road Allowance between Lots 42 and 43 (closed by A72591)	all of PIN 32224-0031 (LT)
43 and Road Allowance between Lots 42 and 43 (closed by A72591)	all of PIN 32224-0081 (LT)
43	all of PIN 32224-0037 (LT)
43	all of PIN 32224-0038 (LT)
43	all of PIN 32224-0083 (LT)
43	all of PIN 32224-0040 (LT)

Powerline Road, in the geographic township of Brantford, County of Brant

Being composed of	Described as	Comprising
Part of Road Allowance between Concessions 1 and 2, part of Lot 43, Concession 1 and part of Lot 43, Concession 2	1) all that part of the Road Allowance between Concessions 1 and 2 fronting Lots 37 to 42, Concession 1 and fronting the Road Allowance between Lots 36 and 37, Concession 1 2) Parts 1, 2, 3, 4, Plan 2R-7983	Part of PIN 32224-0098 (LT)

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 2 as follows:

Part of Lot	Comprising
41	all of PIN 32269-0004 (LT)
41	all of PIN 32269-0005 (LT)
42	all of PIN 32269-0006 (LT)
42	all of PIN 32269-0047 (LT)
42	all of PIN 32269-0042 (LT)
42	all of PIN 32269-0044 (LT)
42	all of PIN 32269-0041 (LT)
Road Allowance between Lots 42 and 43	all of PIN 32269-0002 (LT)
43	part of PIN 32269-0009 (LT) designated as Parts 1, 2, 3, 4, Plan 2R-7992
43	all of PIN 32269-0010 (LT)
43	all of PIN 32269-0046 (LT)

Lynden Road, in the geographic township of Brantford, County of Brant, being composed of part of Lots 42, 43, 44, 45 Concession 2, part of Road Allowance between Concessions 2 and 3 and part of Lots 43, 44, 45 Concession 3, comprising Part of PIN 32269-0001 (LT) and designated as Parcel A, Registered Plan 720, Part 1, Plan 2R-7702 and Parts 1 and 2, Plan 2R-7980.

In the geographic township of Brantford, County of Brant, being composed of parts of Concession 3 as follows:

Part of Lot	Comprising
43	all of PIN 32281-0009 (LT)
43	part of PIN 32282-0001 (LT) designated as Parcel D, Registered Plan 720, Part 1, Plan 2R-4742, Parts 1 and 2, Plan 2R-5682 and Part 1, Plan 2R-5709 (Lynden Road)
43	all of PIN 32282-0026 (LT)
43	all of PIN 32282-0034 (LT)
43	all of PIN 32282-0035 (LT)
43	all of PIN 32282-0038 (LT)
43	all of PIN 32282-0039 (LT)
43	all of PIN 32282-0040 (LT)
44	all of PIN 32282-0023 (LT)
44	all of PIN 32282-0024 (LT)
45	all of PIN 32282-0018 (LT)
45	all of PIN 32282-0020 (LT)
45 and 46	all of PIN 32282-0019 (LT)
46	all of PIN 32282-0021 (LT)
46	all of PIN 32282-0022 (LT)

Adams Road, in the geographic township of Brantford, County of Brant, being composed of part of Lots 45 and 46, Concession 3 and part of Joseph Johnson Grant, being all of PIN 32225-0001 (LT).

In the geographic township of Brantford, County of Brant, being composed of part of Joseph Johnson Grant, comprising:

Comprising
all of PIN 32282-0016 (LT)
all of PIN 32282-0015 (LT)
all of PIN 32282-0017 (LT)
part of PIN 32282-0032 (R) designated as Part 1, Plan 2R-7977

In the geographic township of Brantford, County of Brant, being composed of:

Comprising	
Highway 403	part of Lots 43, 44 and 45, Concession 3, Part of Joseph Thomas Grant, and Part of Joseph Johnson Grant, comprising all of PIN 32282-0031 (LT), save and except Parts 1 and 2, Plan 2R-7978
	part of Lot 43, Concession 4 and part of Joseph Thomas Grant, comprising part of PIN 32282-0029 (LT), designated as Part 4, Plan 2R-7978
County Road 18	part of Lot 43, Concession 4, Part of Joseph Thomas Grant, and part of Margaret Farley Tract, comprising all of PIN 32282-0002 (LT), save and except Part 3, Plan 2R-7978
County Road 18	part of the Margaret Farley Tract, comprising: all of PIN 32226-0002 (LT) Part of PIN 32226-0072 (LT) designated as Part 1, Plan 2R-7969 Part of PIN 32226-0134 (LT) designated as Part 2, Plan 2R-7969

(149-G702)

Restructuring Agreement – Boundary Adjustment

Between:

The Corporation of the Township of Elizabethtown-Kitley,
“Elizabethtown-Kitley”

and

The Corporation of the United Counties of Leeds and Grenville
“The United Counties”

and

The Corporation of the City of Brockville
“Brockville”

Introduction

Elizabethtown-Kitley and Brockville (the municipalities) have negotiated an agreement among them for the transfer of land (“the annexed lands”) located in Elizabethtown-Kitley to Brockville by way of a restructuring proposal pursuant to sections 171 to 186.1 of the Municipal Act, S.O. 2001, Chapter 25.

This document sets out the agreement among the municipalities.

The United Counties consents to this restructuring.

This Document Witnesses that, in consideration of the mutual covenants and agreements contained in it, and subject to the terms and conditions contained in it, the municipalities agree as follows:

1. Effective Date and Implementation

- 1.1. This agreement is deemed to constitute a restructuring proposal, which will be submitted to the Minister of Municipal Affairs and Housing (“the Minister”) for implementation, effective January 1, 2018 (“the effective date”). The Minister is authorized by the municipalities to implement those 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. Lands to be Annexed

- 2.1. This Boundary Adjustment Agreement concerns a proposed annexation of part of Elizabethtown-Kitley in the United Counties to Brockville;

The lands as offered by Elizabethtown-Kitley to Brockville, generally described as shown on Schedule “A” attached hereto and more specifically described as follows:

St. Lawrence Lodge – 1803 County Road 2 PIN 64131-483 AND 04606-484

Con. 1, Pt. Lot 6, including Part 1 on Reference Plan 28R-660, Geographic Township of Elizabethtown

Brockville Wastewater Treatment Facility – 1807 County Road 2
PIN 38399-480

Con. 1, Pt. Lot 6, Part 1 on Reference Plan 28R-7016, Part 1 on Reference Plan 28R-7243 and Part 1 on Reference Plan 28R-15, Geographic Township of Elizabethtown

3. Representation

- 3.1. The annexed lands shall be located in the City of Brockville as of the effective date and the residents of the annexed lands shall be entitled to vote in Brockville in the regular municipal elections to be held in October, 2018 in accordance with the Municipal Elections Act, 1996.

4. Compensation

- 4.1. In consideration of the transfer of the annexed lands from Elizabethtown-Kitley to Brockville, Elizabethtown-Kitley and Brockville have agreed to the minutes of settlement as set out in Schedule “B” attached hereto.

5. Taxation Collection and Assessment

- 5.1. The properties in question are exempt from property taxation, however are subject to payment in lieu of taxation (PIL). Any payment in lieu owing or outstanding will be settled in accordance with Schedule “B” attached hereto.

6. Studies, Plans, Records

- 6.1. Elizabethtown-Kitley will transfer to Brockville any studies, plans, records, designs or similar material that it has prepared and that are public in nature and relate to the annexed lands.
- 6.2. Elizabethtown-Kitley agrees that after the effective date they will continue to cooperate with Brockville by providing such supporting information and documentation that is in their possession or under their control that is requested

by Brockville to enable Brockville to respond to court actions or appeals brought to the Ontario Municipal Board by residents of the annexed lands.

7. Employees

7.1. There will be no transfer of employees or other staff from Elizabethtown-Kitley to Brockville as a result of this Restructuring Agreement.

8. Property

8.1. Both properties to be annexed are municipal properties owned by either the City of Brockville or the United Counties of Leeds and Grenville.

8.2. Any securities, letters of credit or similar instruments that are held in trust by Elizabethtown-Kitley with respect to any Site Plan Agreements, Subdivision Agreements or any other development agreements in the annexed lands shall vest with Brockville as of the effective date and documentation related thereto shall be transferred to Brockville prior to January 1, 2019.

9. Provision of Municipal Services

9.1. Brockville will assume responsibility for the provision of municipal services including water, sewer, police protection, fire protection and transit for the annexed lands.

10. Liabilities

10.1. Except as specifically provided for in this agreement, any liabilities, obligations or responsibilities that Elizabethtown-Kitley may have that relate to the annexed lands shall be transferred to Brockville as of the effective date. Elizabethtown-Kitley is not aware of any litigation, liabilities, obligations or responsibilities that relate to the annexed lands.

10.2. Any litigation commenced prior to the effective date, or after the effective date with respect to matters that occurred prior to the effective date with respect to the annexed lands, remains the obligation of Elizabethtown-Kitley, as the case may be.

11. Municipal By-laws and Official Plans

11.1. Any comprehensive Zoning By-law or amendments thereto, or site plan control by-laws, passed pursuant to section 34, 41, 45 and 53 or predecessor of those sections of the Planning Act, or any Official Plan or amendments thereto of Elizabethtown-Kitley that have been approved or adopted for the annexed lands pursuant to the provisions of the Planning Act shall be deemed to be part

of the Zoning By-law and Official Plan for Brockville as of the effective date and shall remain in full force and effect in the annexed lands until amended or repealed or otherwise replaced by Brockville pursuant to the provisions of the Planning Act.

11.2. Any application to amend the comprehensive Zoning By-law or the Official Plan for Elizabethtown-Kitley that was initiated prior to the effective date for the annexed lands shall be continued by Brockville having regard for the Zoning By-law and Official Plan for Elizabethtown-Kitley.

11.3. Save and except as provided for in Section 10.1 and 10.2, and this paragraph, any By-laws and Resolutions of Brockville shall come into force and take effect in the annexed lands as of the effective date save and except for Elizabethtown-Kitley by-laws passed pursuant to the Highway Traffic Act or the Municipal Act, that regulate the use of highways by vehicles or pedestrians, which establish speed limited or parking restrictions within the annexed lands or that regulate the encroachment or projection of buildings or any portion thereof upon or over highways, by-laws of Elizabethtown-Kitley passed under section 45, 58 or 61 or a predecessor of those sections of the Drainage Act, by-laws passed under section 10 of the Weed Control Act, and by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of Elizabethtown-Kitley, which By-laws shall be deemed to be By-laws of Brockville and shall remain in force and effect until amended or replaced by the Council for Brockville.

12. Dispute Resolution

12.1. Mediation: A dispute arising out of the interpretation of this agreement may be resolved through mediation by way of a mediator agreed to by the municipalities to this agreement. If the municipalities cannot agree on a mediator or the dispute is not resolved through the mediation, the matter in dispute shall be referred to arbitration as set out in section 12.2 below.

12.2. Arbitration: A dispute arising out of the interpretation of this agreement may be referred to arbitration to resolve the dispute in accordance with the provisions of the Arbitrations Act, 1991. The appointment of the arbitrator and the conduct of the arbitration will be governed by the provisions of the Arbitrations Act, 1991.

12.3. Where a dispute is referred to arbitration under subsection 2, the decision of the arbitrator shall be final.

12.4. The costs associated with mediation or arbitration proceedings under this section shall be shared equally between the municipalities.

13. Other Provisions

- 13.1. This agreement is conditional upon the issuance of an Order by the Minister implementing the restructuring proposal submitted by the municipalities.

14. Binding Agreement

- 14.1. The municipalities agree that all provisions of this agreement, inclusive of Schedules "A" and "B" attached hereto, whether or not they are contained in the Minister's restructuring order, are binding among the municipalities.

15. Signatures

- 15.1. The municipalities, by the respective persons authorized by by-law on behalf of Elizabethtown-Kitley, Brockville and the United Counties, are executing this agreement under seal.

The Corporation of the Township of Elizabethtown-Kitley

Jim Pickard, Mayor

Yvonne L. Robert, Administrator-Clerk

The Corporation of the City of Brockville

Dave Henderson, Mayor

Sandra MacDonald, Clerk

The Corporation of the United Counties of Leeds and Grenville

Robin Jones, Warden

Lesley Todd, Clerk

Schedule "A"

PIN 64131-483 AND 04606-484

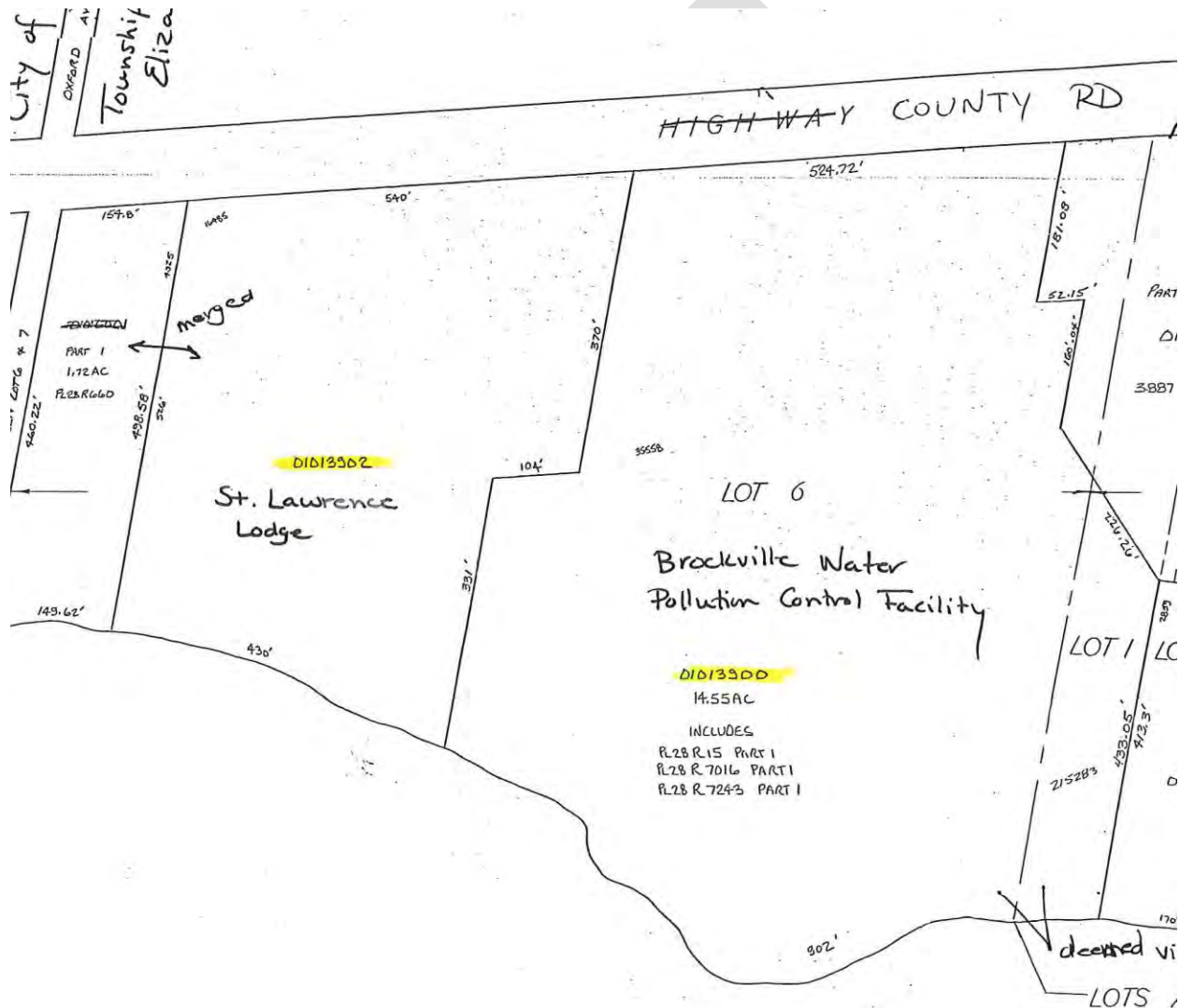
St. Lawrence Lodge – 1803 County Road 2

Con. 1, Pt. Lot 6, including Part 1 on Reference Plan 28R-660, Geographic Township of Elizabethtown

PIN 38399-480

Brockville Wastewater Treatment Facility – 1807 County Road 2

Con. 1, Pt. Lot 6, Part 1 on Reference Plan 28R-7016, Part 1 on Reference Plan 28R-7243 and Part 1 on Reference Plan 28R-15, Geographic Township of Elizabethtown



Schedule "B"

MINUTES OF SETTLEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF BROCKVILLE
("Brockville")

- and -

THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY
("Elizabethtown")

RECITALS

WHEREAS Brockville and Elizabethtown (the "Parties") have engaged in extensive discussions concerning the settling of various matters related to the provision of services in each municipality; the renegotiation of certain cost sharing and service agreements between the Parties related to the provision of these services; the settlement of certain matters related to the provision of payments in lieu of taxes from Brockville to Elizabethtown; the annexation by Brockville of certain lands located in Elizabethtown; and other related matters;

AND WHEREAS the Parties have agreed to enter into these Minutes of Settlement to resolve the above noted issues as particularly set out herein;

NOW THEREFORE the Parties, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1. Definitions

- a. **"1984 WWTP Agreement"** means the agreement entered into between Brockville and Elizabethtown on November 13, 1984 and as subsequently amended, regarding the provision of waste water treatment services by Brockville to Elizabethtown and the sharing of costs associated with such provision.

- b. **“1984 Water Supply Agreement”** means the agreement entered into between the Public Utilities Commission of the City of Brockville and Elizabethtown on June 26, 1984 regarding the provision of water treatment and distribution services by Brockville to Elizabethtown and the sharing of costs associated with the provision of such services.
- c. **“2000 Water Supply Agreement”** means the agreement entered into between the Public Utilities Commission of the City of Brockville and Elizabethtown on January 14, 2000 regarding the provision of water treatment and distribution services by Brockville to Elizabethtown and the sharing of costs associated with the provision of such services.
- d. **“2009 Fire Services Agreement”** means the agreement dated August 28, 2008, entered into between Brockville and Elizabethtown respecting the provision of firefighting services by Brockville in Elizabethtown and the sharing of costs associated with the provision of such services.
- e. **“PILT”** means payment in lieu of taxes.
- f. **“October 2000 PILT Agreement”** means the agreement entered into between Brockville and Elizabethtown regarding the provision of payments in lieu of taxes from Brockville to Elizabethtown executed by the Parties in October 2000 for the Airport and WWTP owned by Brockville and located in Elizabethtown.
- g. **“St. Lawrence Lodge”** means the retirement residence located on the lands municipally known as 1803 County Rd 2 and legally described as PT LT 6 CON 1 ELIZABETHTOWN PT 1 28R660; S/T INTEREST IN LR68236; ELIZABETHTOWN-KITLEY and PT LT 6 CON 1 ELIZABETHTOWN; PT LT 1 PL 39 AS IN E14113, E16485, LR215284, PT 1 R15, PT 1 287016, PT 1 28R7243; S/R E16485, LR215284; T/W LR219582; S/T LR40226; ELIZABETHTOWN-KITLEY.
- h. **“WWTP”** means the waste water treatment facility owned and operated by Brockville and located on the lands which are municipally known as 1803 County Rd 2 and legally described as CON 1 PT LOT 6 RP 28R7016 PART 1 RP 28R7243 PART 1 RP 28R15 PART 1 with a municipal tax assessment Roll number of 08 01 000 010 13900 0000.
- i. **“WWTP and St. Lawrence Lodge Lands”** means those lands municipally known as 1803 County Rd 2 and legally described as PT LT 6 CON 1 ELIZABETHTOWN PT 1 28R660; S/T INTEREST IN LR68236; ELIZABETHTOWN-KITLEY and PT LT 6 CON 1 ELIZABETHTOWN; PT LT 1 PL 39 AS IN E14113, E16485, LR215284, PT 1 R15, PT 1 287016, PT 1 28R7243; S/R E16485, LR215284; T/W LR219582; S/T LR40226; ELIZABETHTOWN-KITLEY and as shown on **Schedule “A”**.

2. Municipal Boundary Adjustment

- 2.1 The Parties agree, acting reasonably, to take all steps required to adjust the geographical municipal boundary of the City of Brockville and the Township of Elizabethtown-Kitley to include the WWTP and St. Lawrence Lodge Lands within the new boundaries of the City of Brockville as shown on Schedule "A" (the "Boundary Adjustment").
- 2.2 The Parties, acting reasonably, further agree to approve a Restructuring Proposal to effect the Boundary Adjustment which shall be submitted to the Minister of Municipal Affairs and Housing in accordance with Part V of the *Municipal Act, 2001*.
- 2.3 The Parties agree that 2015 will be treated as the year that the Boundary Adjustment took place for the purposes of calculating compensation for the Boundary Adjustment.

3. Compensation for the Boundary Adjustment

- 3.1 The Parties agree that Brockville will make a lump sum payment of \$774,118.97.00 to Elizabethtown as compensation for the Boundary Adjustment. From this lump sum, \$623,371.73 will be paid to Elizabethtown and \$150,747.24 will be paid to the United Counties of Leeds and Grenville. The payment of 25% of this lump sum shall be made by Brockville upon execution of these Minutes of Settlement, with the balance of the payment made within 30 days of the date that the Minister's Order approving the Boundary Adjustment becomes final.
- 3.2 Brockville agrees that failure to pay the balance when due shall accrue interest at the rate of 1.25% per month (15% per annum) until paid in full.
- 3.3 The Parties further agree that payment of the lump sum amount constitutes a full and final discharge of Brockville's obligation to Elizabethtown with respect to the Boundary Adjustment and shall not be subject to further adjustment.

4. The October 2000 PILT Agreement with respect to the WWTP

- 4.1 The Parties agree that Brockville shall pay a total of **\$280,778.86** to Elizabethtown for all PILT arrears (inclusive of Elizabethtown, County and Educational portions) owing with respect to the WWTP Lands. Brockville shall make this payment within 30 days of the execution of these Minutes of Settlement by both Parties.

The Parties agree that the United Counties of Leeds and Grenville shall pay a total of **\$216,647.55** to Brockville for all PILT arrears owing with respect to

the WWTP lands. The United Counties of Leeds and Grenville shall make this payment within 30 days of the execution of these Minutes of Settlement by both Parties.

- 4.2 Upon receipt of the payment described in section 4.1 Elizabethtown agrees to forthwith withdraw its lawsuit against Brockville for collection of arrears, without costs, and in exchange Elizabethtown agrees to provide a full and final release to Brockville in a form satisfactory to its solicitors.

5. The 1984 WWTP Agreement

5.1 The Parties agree to amend the existing 1984 WWTP Agreement pursuant to the following principles:

- 5.1.1 Wastewater rates charged to customers shall be common across the entire system for both Brockville and Elizabethtown and will be set annually by the budget process of Brockville;
- 5.1.2 Capital repairs and upgrades to the existing wastewater system will be funded by the wastewater rates and shall utilize the following revenue sources: operating funds, reserves and reserve funds or debentures specific to the wastewater system;
- 5.1.3 Subject to section 5.1.4 below, major capital improvements to the waste water treatment plant and distribution system that require funding that exceeds the capacity of the revenue sources described in section 5.1.2 above, and which are deemed necessary by Brockville, acting reasonably, will be charged to each municipality based on the percentage of total wastewater processed from each respective municipality. The net cost calculated to each Party shall be calculated after accounting for any federal and provincial grants or other sources of external funding;
- 5.1.4 Charges for major capital improvements as described in 5.1.3, if any, shall be assessed by Brockville for each calendar year and charged to Elizabethtown on an annual basis. Elizabethtown shall not be responsible for payment of any major capital improvement to the distribution system unless such improvement is to the portion of the system that serves Elizabethtown and for greater certainty includes the Wastewater Treatment Plant, Main Pumping Station and Forcemain utilized by Elizabethtown. Such charges shall be assessed on the basis of the actual payments made by Brockville for the construction of the major capital improvements or parts thereof which are deemed necessary by Brockville, acting reasonably. When seeking reimbursement from Elizabethtown, Brockville shall provide to Elizabethtown a record of the nature of the major capital improvements

and an invoice showing the total amount paid for same. This cost breakdown and charge assessment shall include a record of the total wastewater processed from each municipality upon which the proportionate share of the cost payable has been based. Elizabethtown shall provide payment to Brockville of the full amount charged to it within 30 days following the receipt of the detailed cost breakdown. Any amounts not paid within this period will accrue interest at a rate of 1.25% per month (15% per annum) from the due date until payment.

- 5.1.5 Elizabethtown shall have guaranteed access to 5% of the wastewater plant capacity. The exact amount represented by this 5% of capacity is subject to confirmation from Brockville provided to Elizabethtown. Brockville shall also provide Elizabethtown with an estimate of Elizabethtown's current share of capacity after transfer of the St. Lawrence Lodge property to Brockville;
- 5.1.6 New wastewater sewer lines will be funded by developer contributions, development charges, area charges, impost fees, or the respective municipality where the new sewers are to be located, at the discretion of the municipality within which the new sewers are to be located subject always to the maximum capacity allocated in paragraph 5.1.5; and
- 5.1.7 Nothing in this agreement will restrict the ability of Elizabethtown to impose area rating charges on users within Elizabethtown in addition to those being levied by Brockville.

6. The 1984 and 2000 Water Supply Agreements

- 6.1 The Parties agree that Elizabethtown shall pay Brockville the sum of \$50,000 in full and final satisfaction of all claims for payment under the 1984 and 2000 Water Supply Agreements prior to 2017. Elizabethtown agrees to make this payment forthwith upon receipt of a full and final release from Brockville, in a form satisfactory to Elizabethtown's solicitors.
- 6.2 The Parties agree to enter into a new Water Supply Agreement pursuant to the following principles:
 - 6.2.1 Water rates charged to customers shall be common across the systems for both Brockville and Elizabethtown and will be set annually by the budget process of Brockville;
 - 6.2.2 Capital repairs and upgrades to the existing water systems will be funded by the water rates and shall utilize the following revenue

sources: operating funds, reserves and reserve funds or debentures specific to the water system;

- 6.2.3 Subject to section 6.2.4 below, major capital improvements to the water treatment plant and distribution system that require funding that exceeds the capacity of the revenue sources described in section 6.2.2 above, and which are deemed necessary by Brockville, acting reasonably, will be charged to each municipality based on the percentage of total water processed from each respective municipality. The net cost calculated to each Party shall be calculated after accounting for any federal and provincial grants or other sources of external funding;
- 6.2.4 Charges for major capital improvements as described in 6.2.3, if any, shall be assessed by Brockville for each calendar year and charged to Elizabethtown on an annual basis. Elizabethtown shall not be responsible for payment of any major capital improvement to the distribution system unless such improvement is to the portion of the system that serves Elizabethtown and for greater certainty includes the Water Treatment Plant, Force Main and Water Tower utilized by Elizabethtown. Such charges shall be assessed on the basis of the actual payments made by Brockville for the construction of the major capital improvements or parts thereof which are deemed necessary by Brockville, acting reasonably. When seeking reimbursement from Elizabethtown, Brockville shall provide to Elizabethtown a record of the nature of the major capital improvements and an invoice showing the total amount paid for same. This cost breakdown and charge assessment shall include a record of the total water processed for each municipality upon which the proportionate share of the cost payable has been based. Elizabethtown shall provide payment to Brockville of the full amount charged to it within 30 days following the receipt of the detailed cost breakdown. Any amounts not paid within this period will accrue interest at a rate of 1.25% per month (15% per annum) from the due date until payment.
- 6.2.5 Elizabethtown shall have guaranteed access to 5% of the water plant capacity. The exact amount represented by this 5% of capacity is subject to confirmation from Brockville provided to Elizabethtown. Brockville shall also provide Elizabethtown with an estimate of Elizabethtown's current share of capacity after transfer of the St. Lawrence Lodge property to Brockville;
- 6.2.6 New water mains will be funded by the developer, development charges, area charges, impost fees, or the respective municipality where the new water mains are to be located, at the discretion of the municipality within which the new water mains are to be located

subject always to the maximum capacity allocated in paragraph 6.2.5;
and

- 6.2.7 Nothing in this agreement will restrict the ability of Elizabethtown to impose area rating charges on users within Elizabethtown in addition to those being levied by Brockville.

7. The 2009 Fire Services Agreement

7.1 The Parties agree that Elizabethtown shall pay Brockville the amount of \$52,500 in satisfaction of all arrears under the current Fire Services Agreement, being from 2010 to 2017.

7.2 The Parties agree to amend the current 2009 Fire Services Agreement on the following basis:

7.2.1 The Brockville Fire Department will provide fire coverage for the area of Elizabethtown east of Brockville from the Brockville Border to the Township of Augusta Border;

7.2.2 Elizabethtown will pay Brockville the sum of \$7,500 in the first year plus "fire incident" costs (which shall be defined in the amended agreement to the satisfaction of the parties) with annual cost adjustments based on the annual percentage increase in Fire Service Labour Cost of the Brockville Fire Department; and

7.2.3 The 2009 Fire Services Agreement, as amended will be reviewed at 5 year intervals and will be terminable by either Party at such time on not less than 6 months' written notice prior to the end of any 5 year term.

8. Recreation Services Agreement

8.1 The Parties agree that Elizabethtown shall pay Brockville the sum of \$100,000 as compensation for the use (by residents of Elizabethtown for the years 2011 to 2015) of the recreation facilities operated by Brockville. This payment shall represent a full and final payment of all amounts owing by Elizabethtown to Brockville for the use of Brockville's recreation facilities for this period.

8.2 The Parties agree that Elizabethtown shall pay Brockville the sum of \$57,000 on account of recreation services provided to residents of Elizabethtown in 2016 and 2017 by Brockville. The Parties further agree that they shall make best efforts to reach a mutually agreeable arrangement in 2018 for the calculation of compensation for the provision of recreation services in future years.

8.3 The parties agree that any payment made by Elizabethtown in accordance with this section 8 shall be without prejudice to the rights of Elizabethtown to negotiate the cost share formula in any future agreement.

9. Payment of Legal and Consulting Costs

9.1 The Parties agree to pay their own legal and consulting costs incurred in the process of implementing these Minutes of Settlement.

10. Lawsuit for Arrears of Payment

10.1 The Parties agree that Elizabethtown will discontinue its lawsuit against Brockville having court file No. CV-12-311-00 without costs and the Parties will provide full and final release to one another with respect to that action and with respect to any claims by Brockville for payment of amounts owing by Elizabethtown under the 1984 WWTP Agreement, the 2000 Water Supply Agreement, the 2009 Fire Services Agreement and the current arrangement concerning Elizabethtown residents' use of Brockville recreational facilities.

IN WITNESS WHEREOF the parties have affixed their corporate seals, duly attested by the hands of their proper signing officers in that regard.

) **THE CORPORATION OF THE CITY OF**
) **BROCKVILLE**
)
)

) _____
) Mayor
)

) _____
) Clerk
)

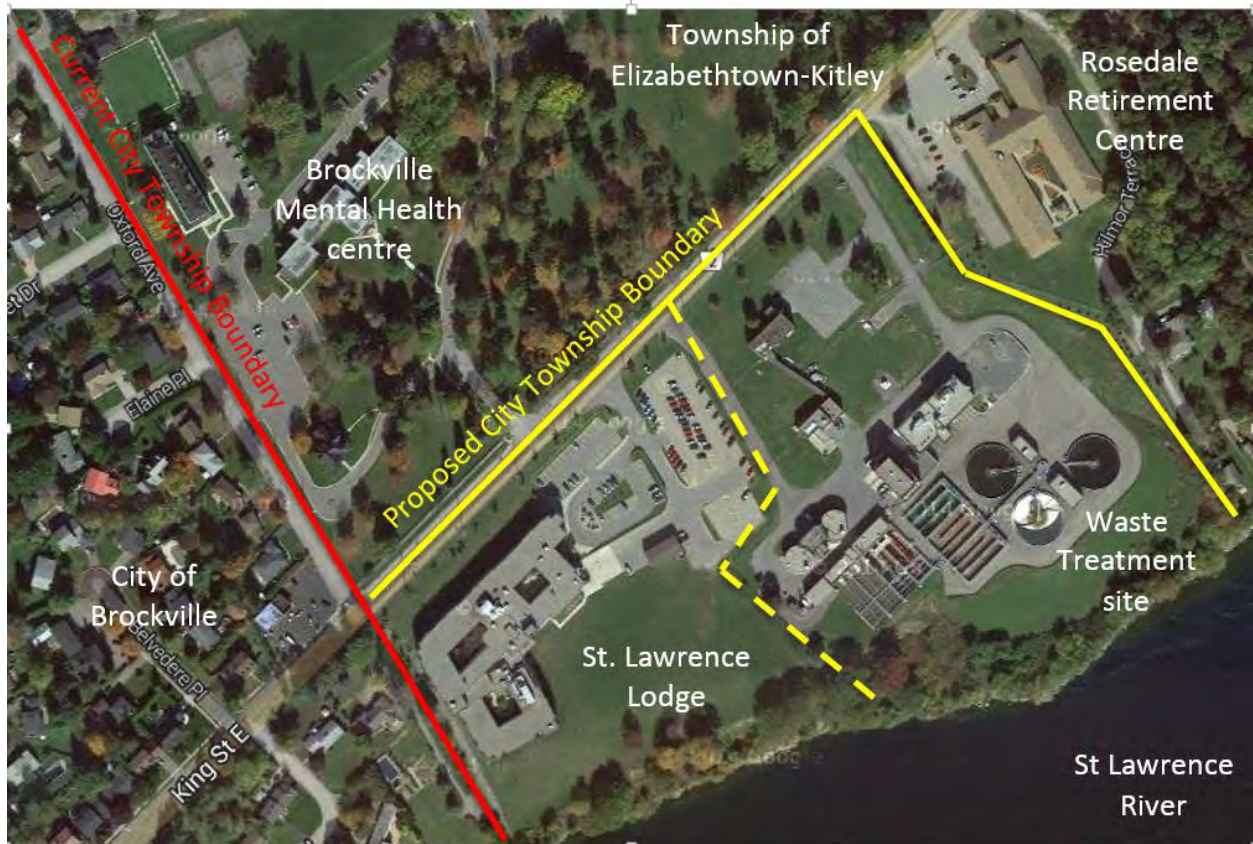
) **THE CORPORATION OF THE TOWNSHIP**
) **OF ELIZABETHTOWN-KITLEY**
)

) _____
) Reeve
)

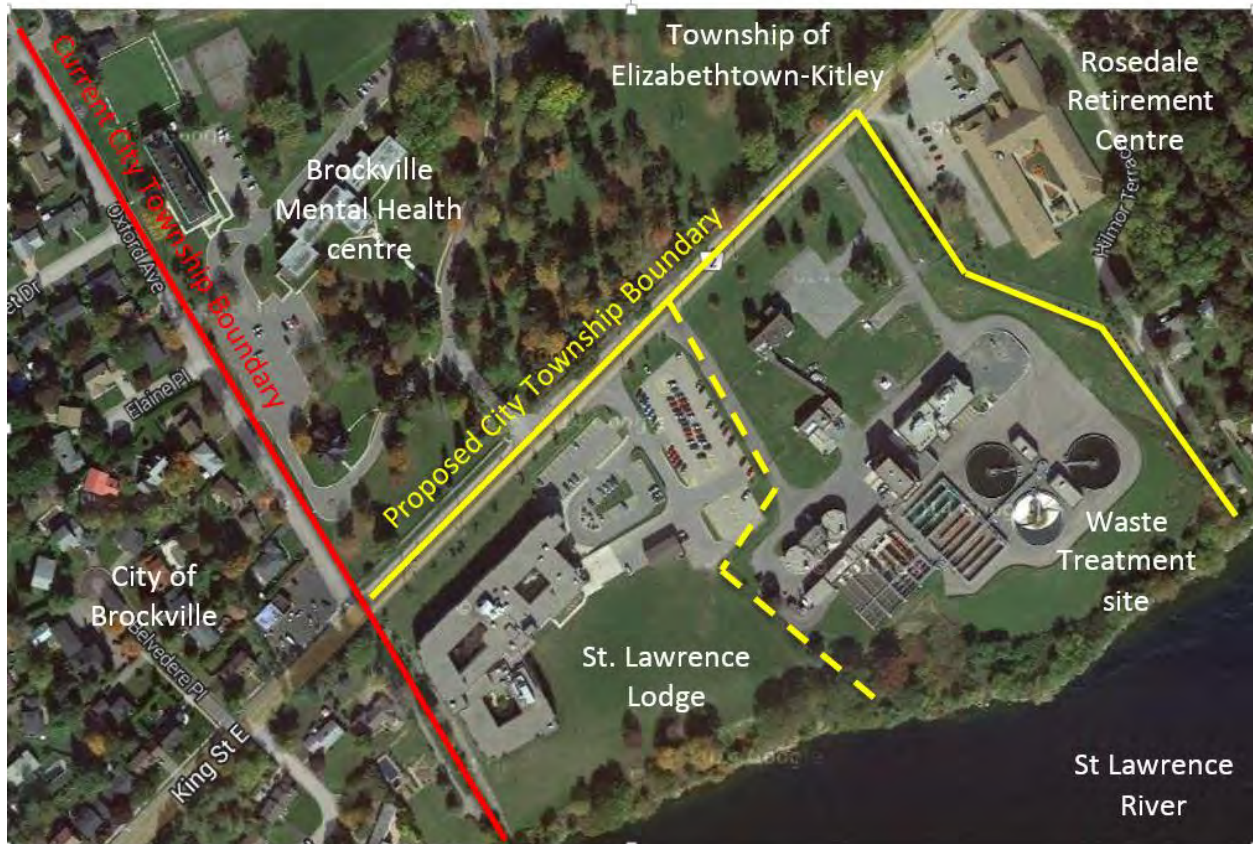
) _____
) Clerk

DRAFT

SCHEDULE "A"



SCHEDULE "A"



Ministry of
Municipal Affairs

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

Ministère des
Affaires municipales

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Téléc. : 416 585-6470



JAN 18 2017

17-72212

Ms. Kathleen Bunting
Clerk
County of Middlesex
399 Ridout Street North
London ON N6A 2P1



Dear Ms. Bunting:

Subject: Minister's Restructuring Order Filing Notice
Subsection 173(11) of the *Municipal Act, 2001*

Please find enclosed a copy of the Minister's Order which gives effect to the restructuring proposal that affects your municipality. The effective date of the Order is January 1, 2017, and it was published in the Ontario Gazette on December 31, 2016.

Please ensure that a copy of this Order is available for public inspection, in accordance with subsection 173(12) of the *Municipal Act, 2001*.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Mauro".

Bill Mauro
Minister

Enclosure

**ORDER MADE UNDER THE
MUNICIPAL ACT, 2001, S.O. 2001, c.25**

MUNICIPALITY OF STRATHROY-CARADOC, TOWNSHIP OF ADELAIDE METCALFE

COUNTY OF MIDDLESEX

Definitions

1. In this Order,

"annexed area" means the area comprised of the lands described in the Schedule to this Order;

"County" means The Corporation of the County of Middlesex;

"Municipality" means The Corporation of the Municipality of Strathroy-Caradoc;
and

"Township" means The Corporation of the Township of Adelaide Metcalfe.

Annexation

2. (1) On January 1, 2017, the area described in the Schedule is annexed to the Municipality.
- (2) All real property of the Township, including any highway, street fixture, waterline, sewer main, easement and restrictive covenant running with the real property, located in the annexed area vests in the Municipality on January 1, 2017.
- (3) Despite subsection (2), all assets and liabilities of the Township or the County that are located in the annexed area remain the assets and liabilities of the Township or the County, as the case may be.
- (4) Despite subsection (2), any litigation commenced prior to January 1, 2017, with respect to the annexed area remains the obligation of the Township or the County, as the case may be.

Wards

3. The annexed area shall form part of Ward 1 in the Municipality.

Assessment

4. For the purpose of the assessment roll to be prepared for the Municipality under the *Assessment Act* for the 2017 taxation year, the annexed area shall be deemed to be part of the Municipality and the annexed area shall be assessed on the same basis that the assessment roll for the Municipality is prepared.

Compensation

5. (1) The Municipality shall pay to the Township the amount of \$1,185.21 on June 1st of each year, commencing on June 1, 2017, for a period of twenty (20) years.
- (2) Despite subsection (1), the Municipality may elect to forego annual payments on June 1st of each year as described in subsection (1) and substitute a one-time lump sum payment for any remainder amount, the amount of which combined with any payments previously made under subsection (1) shall equal a total amount of \$23,704.20.

Taxes, etc

6. (1) All real property taxes, special rates or charges levied under any general or special Act in the annexed area which are due and unpaid on December 31, 2016, shall be deemed on January 1, 2017 to be taxes due and payable to the Municipality and may be collected by the Municipality.
- (2) On or before March 1, 2017, the clerk of the Township shall prepare and furnish to the clerk of the Municipality, in respect of the annexed area, a special collector's roll showing all arrears of real property taxes or special rates assessed against the land in the annexed area up to January 1, 2017 and the persons assessed for them.
- (3) If the Township has commenced tax sales procedures under the *Municipal Act, 2001* for land within the annexed area and the procedures are not completed by January 1, 2017, the Municipality may continue the procedures.

Municipal By-laws

7. (1) On January 1, 2017, the following by-laws of the Township are deemed to be by-laws of the Municipality and remain in force in the annexed area until they expire or are repealed or amended to provide otherwise:
 - (a) by-laws passed under section 17, 34 or 41 of the *Planning Act* or a predecessor of those sections;

- (b) by-laws passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts to regulate the use of highways by vehicles and pedestrians and to regulate the encroachment or projection of buildings upon or over highways;
 - (c) by-laws passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
 - (d) by-laws passed under section 10 of the *Weed Control Act* or a predecessor of that section; and
 - (e) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Municipality of Strathroy-Caradoc.
- (2) The official plan of the Township as it applies to the annexed area, and as approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the Municipality and shall remain in force until revoked or amended to provide otherwise.
- (3) If the Township has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2017, the Municipality may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

Dispute Resolution

8. (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, any of the municipalities may refer the matter in dispute for resolution through mediation. The mediator shall be agreed upon by all parties.
- (2) If the dispute is not resolved through mediation or the municipalities cannot agree upon the selection of a mediator, then the matter may be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act, 1991*, except as provided herein.
- (3) Where a dispute is referred to arbitration under subsection (2), the decision of the arbitrator shall be final.
- (4) The municipalities that required mediation under subsection (1) or arbitration under subsection (2) shall share the costs associated with the mediation or arbitration proceedings equally.

SCHEDULE**Parcel 1**

Part of Lot 22 in Concession 3, south of the South Egremont Road, being Part 2 on Plan 33R-19421, geographic township of Adelaide, Township of Adelaide Metcalfe, County of Middlesex, being part of PIN 08594-0458 (LT).

Parcel 2

Part of Lot 22 in Concession 3, south of the South Egremont Road, being Part 3 on Plan 33R-19421, geographic township of Adelaide, Township of Adelaide Metcalfe, County of Middlesex, being part of PIN 08594-0449 (LT).


Minister of Municipal Affairs

Dated at Toronto on December 7, 2016.

**ORDER MADE UNDER THE
MUNICIPAL ACT, 2001, S.O. 2001, c.25**

CITY OF WOODSTOCK, TOWNSHIP OF NORWICH

COUNTY OF OXFORD

Definitions

1. In this Order,

“annexed area” means the area comprised of the lands described in the Schedule to this Order;

“City” means The Corporation of the City of Woodstock;

“County” means The County of Oxford; and

“Township” means The Corporation of the Township of Norwich.

Annexation

2. (1) On January 1, 2018, the areas described in the Schedule to this Order are annexed to the City.
- (2) All real property of the Township including any highway, street fixture, waterline, sewer main of the annexed area or easement and restrictive covenant running with the real property located in the annexed area vests in the City on January 1, 2018.
- (3) All assets and liabilities of the Township that are located in the annexed area shall become the assets and liabilities of the City.
- (4) Any reserve fund or other account held by the Township on January 1, 2018, which is for the sole purpose of maintenance, improvement or operation of any of the assets referred to in subsection (2), shall be transferred to the City on January 1, 2018.
- (5) Despite subsection (2), any litigation commenced prior to January 1, 2018, with respect to the annexed area remains the obligation of the Township or the County, as the case may be.

Assessment

3. For the purpose of the assessment roll to be prepared for the City for taxation in the year that the annexation under section 2 takes effect, the annexed area shall be deemed to be part of the City and the annexed area shall be included on the assessment roll for the City.

Taxes, etc

4. (1) All real property taxes, special rates or charges levied under any general or special Act in the annexed area which are due and unpaid on December 31, 2017, shall be deemed on January 1, 2018 to be taxes due and payable to the City and may be collected by the City.
- (2) On or before February 1, 2018, the clerk of the Township shall prepare and furnish to the clerk of the City, in respect of the annexed area, a special collector's roll showing all arrears of real property taxes or special rates assessed against the land in the annexed area up to and including December 31, 2017 and the persons assessed for them.
- (3) On or before the first day of the month following the month in which the City has received the special collector's roll from The Township under subsection (2), the City shall pay to the Township the total amount of any outstanding arrears, inclusive of penalties, accrued to January 1, 2018, in respect of the annexed area, and thereafter any arrears and penalties collected by the City in respect of the annexed area shall accrue to the City.
- (4) If the Township has commenced tax sales procedures under the *Municipal Act, 2001* for land within the annexed area and the procedures are not completed by January 1, 2018, the City may continue the procedures.

Tax Phase-In

5. (1) Any increase in the property tax rate for municipal purposes for the residential and farmland property classes within the annexed area which would occur solely as a result of this Order shall be phased in over a period of five years for the City's portion of the real property tax bill by 20% of the difference between the Township's tax rate in 2017 and the City's tax rate in 2018, 40% of the difference in the second year, 60% of the difference in the third year, and 80% of the difference in the fourth year.
- (2) In the event that:
 - (a) Woodstock's property tax rates for municipal purposes of the real property tax bill in any one year are equal to Norwich's 2017 property tax rates for municipal purposes of the real property tax bill for the annexed area,
 - (b) for any part of the annexed area:
 - i. an official plan amendment, under section 22 of the *Planning Act* comes into effect with no further right of appeal;
 - ii. a zoning by-law amendment, under section 34 of the *Planning Act* comes into force with no further right of appeal;

- iii. plans and drawings for development within a designated site plan control area, under section 41 of the *Planning Act* have been approved
- iv. a final plan of subdivision under section 51 of the *Planning Act* is deposited with the land registrar for registration;
- v. consent has been given, under section 53 of the *Planning Act*, or

(c) any part of the annexed area changes ownership,

the annexed area that is described in paragraph (a), (b) or (c) will be taxed at the full amount of Woodstock's property tax rate for municipal purposes in the year following the event referred to in paragraphs (a), (b) or (c).

- (3) Subsection (2) does not apply to the annexed area described in paragraph (2) (c) if the transfer of ownership of the annexed area is from one spouse to another or from the estate of a spouse to a surviving spouse.

Municipal By-laws

- 6. (1) On January 1, 2018, the by-laws of the City extend to the annexed area and shall remain in force in the annexed area until they expire or are repealed or amended to provide otherwise.
- (2) Notwithstanding subsection (1), the by-laws of the Township cease to apply to the annexed area except for,
 - (a) by-laws passed under,
 - i. section 17, 34, 38, 39 or 41 of the *Planning Act* or a predecessor of those sections;
 - ii. the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts to regulate the use of highways by vehicles and pedestrians and to regulate the encroachment or projection of buildings upon or over highways; and
 - iii. the *Development Charges Act, 1997*;

which shall remain in force until amended or repealed by the City; and
 - (b) by-laws passed,
 - i. under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;

- ii. under section 10 of the *Weed Control Act* or a predecessor of that section; and
 - iii. conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Township.
- (3) The official plan of the Township as it applies to the annexed area, and as approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the City and shall remain in force until revoked or amended to provide otherwise.
- (4) If the Township has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2018, the City may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

Dispute Resolution

7. (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, either of the municipalities may refer the matter in dispute for resolution through mediation. The mediator shall be agreed upon by both parties.
- (2) If the parties cannot agree upon a mediator 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.
- (3) Where a dispute is referred to arbitration under subsection (2) the decision of the arbitrator shall be final.
- (4) If two parties are parties to mediation under subsection (1) or arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings shall be shared equally between the municipalities.
- (5) If three municipalities are parties to mediation under subsection (1) or arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings shall be apportioned 50% to the City, 25% to the Township and 25% to the County.

SCHEDULE

In the Geographic Township of East Oxford, County of Oxford, being composed of part of Concession 1 as follows:

Part of Lot	Comprising of
9 and 10	All of PIN 00079-0191
10	All of PIN 00079-0190
10 and 11	All of PIN 00079-0203
11	All of PIN 00079-0010
11	All of PIN 00079-0011
11	All of PIN 00079-0200
11	All of PIN 00079-0201
11 and 12	All of PIN 00079-0164
11 and 12	All of PIN 00079-0193
12	All of PIN 00079-0002
12	All of PIN 00079-0003
12	All of PIN 00079-0005
12	All of PIN 00079-0006
12	All of PIN 00079-0009
12	All of PIN 00079-0179
12	All of PIN 00079-0195
12	All of PIN 00079-0214
12	All of PIN 00079-0215
12	All of PIN 00079-0216
12	All of PIN 00079-0377
12	All of PIN 00079-0378
Oxford Road 4 being Part of the Road Allowance between Lots 12 and 13 Concession 1	All of PIN 00079-0169 save and except Parts 3 to 7 both inclusive, Plan 41R-2387; and save and except Part 1, Plan 41R-3385.

In the Geographic Township of East Oxford, County of Oxford, being composed of part of Concession 2 as follows:

Part of Lot	Comprising of
10	all of PIN 00079-0127
10	all of PIN 00079-0129
10 and 11	All of PIN 00079-0173
11	all of PIN 00079-0122
11	all of PIN 00079-0123
11	all of PIN 00079-0155

11 and 12	All of PIN 00079-0197
11 and 12	all of PIN 00079-0198
12	All of PIN 00079-0118
12	all of PIN 00079-0120
13	all of PIN 00076-0010
13	all of PIN 00076-0011
14	all of PIN 00076-0009
Middletown Line being Part of the Road allowance between Lots 12 and 13, Concession 2	all of PIN 00079-0147

In the Geographic Township of East Oxford, County of Oxford, being composed of part of Concession 3 as follows:

Part of Lot	Comprising of
20	all of PIN 00085-0058; save and except Part 2, Plan 41R-9560
20	all of PIN 00085-0110; save and except Part 1, Plan 41R-9560

In the Geographic Township of East Oxford, County of Oxford, being composed of part of Lot 5, Registrar's Compiled Plan 1642, being all of PIN 00085-0107.

In the Geographic Township of East Oxford, County of Oxford, being composed of:

Highway 401	Part of Lots 9, 10, 11 and 12, Concession 1, and Part Lot 12, Concession 2 comprising all of the PIN 00079-0207; save and except Part 3, Plan 41R-9565.
Highway 401	Part of Lot 11, Concession 1, comprising all of the PIN 00079-0192.
Highway 401	Part of Lot 11, Concession 1, comprising all of the PIN 00079-0375
Highway 401	Part of Lot 14, Concession 2, comprising all of the PIN 00076-0012 save and except Plan 1662.

Highway 403	Part of Lots 10, 11, and 12, Concession 2, comprising part of the PIN 00079-0218 as in Parts 5, 7, 8, 9, 10 and 11, Plan 41R-2739 and Plan No. 1034 (P-4044-1).
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Pattullo Avenue being Part of the Road Allowance between Concessions 2 and 3	Part of the PIN 00076-0281 designated as Part 1, Plan 41R-9548 and part of the PIN 00079-0148 designated as Part 2, Plan 41R-9548.
Towerline Road being Part of the Road Allowance between Concessions 1 and 2	Part of the PIN 00079-0376 designated as Part 1, Plan 41R-9549.
Towerline Road being Part of the Road Allowance between Concessions 1 and 2	All of PIN 00079-0145 save and except Part 1, Plan 41R-9564

CNR being Part of Lots 9, 10, 11, 12, Concession 1	Part of the PIN 00079-0219 designated as Part 1, Plan 41R-9546.
Highway 2	Part of Lots 9, 10, 11, 12 Concession 1 and part of the Road Allowance Between Townships Blandford and East Oxford and part of the Road Allowance Between Lots 12 and 13, Concession 1 comprising: Part of the PIN 00264-0002 designated as Part 1, Plan 41R-9565; Part of the PIN 00264-0085 designated as Part 2, Plan 41R-9565 and Part of the PIN 00079-0207 designated as Part 3, Plan 41R-9565.


 Minister of Municipal Affairs

Dated at Toronto on Dec. 6, 2017.

Township of Southwest Oxford/City of Woodstock

Proposed Boundary Adjustment

Frequently Asked Questions

Where is the Proposed Boundary Adjustment?



Concession BF L PT GORE REG
COM Plan 1621

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 14,
15, 16, 17, 18, 19, 20, 21, 22,
24, 25, 26, 27, 28, 29, 30

Concession BF PT GORE Lot
Plan 501 Lot 1 & 41R 2737
Part 1

Road Allowance Between
GORE and Lot 1 West Oxford

Why are the municipalities discussing a boundary adjustment?

Woodstock continues to experience strong residential growth resulting in a decline in the City's inventory of vacant land. A study completed this spring assessed the adequacy of the land supply and provides an estimate of the potential growth land need. This study projects:

- By 2046 Woodstock will grow to a population of 66,000,
- Between 2016 and 2046 the City is expected to add 24,000 people and 9,400 households,
- Additional residential growth land needs are estimated to be 555 acres.

Why here?

This has been identified as a potential boundary adjustment direction for residential growth for many years. The County of Oxford Official Plan also designates a portion of this land as "future urban growth".

Streets constructed in the adjacent subdivision anticipate additional development by providing road connections such as Knudsen Drive and additional traffic capacity needs with Anderson Street being built to a Collector road standard abutting these lands.

Sewer and water capacity exists to accommodate additional residential growth in this area.

What is the purpose of the Public Meeting?

In accordance with Section 173 of the Municipal Act, Council must consult with the public before voting on whether to support or oppose a restructuring proposal.

Is this a done deal?

No. Township Council and City Council has only approved the consideration of this proposal to adjust their mutual boundary at a public meeting. The Councils cannot vote on whether to support or oppose this proposal until they have consulted with the public.

What approvals are required before a boundary adjustment takes effect?

Ontario Regulation 216/96 and the Municipal Act prescribe the required approvals which includes:

- The support of every local municipality that, as a result, of the restructuring proposal, would have any part of its boundaries changes, and

- The support of the Upper-Tier municipality (County of Oxford), and
- Approval by the Minister of Municipal Affairs.

If the municipal councils pass a by-law to support the boundary adjustment do I as a taxpayer have any right to appeal the decision?

No.

What is the proposed effective date of the boundary adjustment?

January 1, 2020.

Where do I pay my taxes if the boundary adjustment is approved?

Until December 31, 2019, you will continue to pay your taxes to the Township.

If the proposal proceeds, beginning in January 2020, all taxes including any outstanding amounts will be due to and collected by the City of Woodstock.

Your 2020 tax bill would be from the City.

Will taxes be phased in or will I have to pay full taxes to the City immediately?

Under the proposal, owners of residential properties will have their taxes phased in over 5 years. This measure is proposed to mitigate the impact to existing owners only. As there is always land speculation resulting from boundary adjustments any property sold after January 1, 2020 will no longer qualify for a tax phase in.

How will the phase in be calculated?

On December 31, 2019 your phase in amount will be calculated as follows:

2019 assessment X city tax rate – 2019 assessment X township tax rate = difference

The difference will be phased in over five years and this is the amount of the tax impact you will see in each of the next five years (2020-2024).

Example – Residential – Average Property

	Assessment	Tax Rate	Taxes
Township Taxes	\$250,773	.0048409	1,213.97
City Taxes	\$250,773	.0095382	2,391.92
Difference			1,177.95

Tax increase (per \$100,000 assessed value) for each of the next **five** years as a result of the boundary adjustment only:

Year 1	City Taxes reduced by 100 % of the difference - \$1,177.95
Year 2	City Taxes reduced by 80% of the difference - \$942.31
Year 3	City Taxes reduced by 60% of the difference - \$706.77
Year 4	City Taxes reduced by 40% of the difference - \$471.18
Year 5	City Taxes reduced by 20% of the difference - \$235.59
Year 6	Pay full City Taxes

I am currently set up with the Township under a Pre-authorized Tax plan. What will happen if my property is annexed in the City of Woodstock?

For 2020 the City offers two preauthorized payment plans. Taxpayers can participate in a monthly withdrawal plan or have their tax installment withdrawn on each due date. The monthly plan covers 10 months and runs from January 1st to October 1st each year.

Property Owners wishing to participate in either plan are required to complete the PAP (pre-Authorized Payment) form and provide a void cheque. We also require the taxes on the property to be up to date.

My property is part of a Municipal Drain, will it continue to be?

Yes, and provisions under the Municipal Drainage Act still apply.

If approved, who would collect my garbage?

The City is transitioning to a 6 day garbage and recycling collection cycle in the spring of 2020. This collection program will match the program currently delivered in Southwest Oxford. Initially collection will be by Southwest Oxford transitioning to City of Woodstock forces once the new collection cycle is implemented.

If approved, will City By-laws apply to my property?

Yes, as of the effective date of any annexation, the bylaws of the City will extend to the annexed areas except those that are specifically excluded in the boundary adjustment agreement.

An example of an exempted bylaw is the Zoning Bylaw. The Township of South-West Oxford Zoning Bylaw will continue to be in force until amended by the City of Woodstock or through an individual planning application.

What is the process to determine the future use of the lands that are within the area of the boundary adjustment?

In order to ensure orderly development, the services of a planning and engineering consultant are typically retained to study the area and produce a Secondary Plan. This study will provide proposed land uses, housing type and density, public park(s) and storm water management features. Also included are engineering elements for the extension of centralized sewer and water services and transportation/ road improvements. Additional studies typically include an environmental impact assessment with recommendations for development setbacks from existing natural features. The Secondary Planning process is a public one including public meetings to permit input from within and outside the study area.

Once completed, an Official Plan Amendment application is filed to provide the policy framework for the zoning by-law. This again, is a public process with agency circulation for comment and public meetings for public comment.

Individual property owners or the City can file planning applications to rezone the lands to bring the land into conformance with the Official Plan. This is also a public process.

If approved, will sewer services be extended to my property?

The planning process mentioned above will identify sewer servicing strategies for the orderly extension of services. The timing of this infrastructure is subject to development activity and need in the event of failing septic systems.

I have a well & septic system, how long will I have before I have to connect to the County's water and sanitary sewer system?

As noted previously, the area proposed to be brought into the City boundary will be subject to a comprehensive secondary planning exercise that will also assist the municipalities in determining a servicing strategy for the area. Water services have been available for many existing residential properties for some time. Sanitary sewer services are not presently available. At such time as sewer services become available, property owners within the annexed area will generally be required to connect to both services in situations where existing private services are contaminated (i.e. private well) and/or are exhibiting operational problems (i.e. private septic system). Connections to municipal services will also generally be required where properties are redeveloped.

Further, there may also be requirements to connect to new municipal services when they become available where the County establishes such requirements through a

connection by-law. The County will ensure that appropriate communications and public dialogue regarding future municipal service connections are undertaken as servicing plans for the proposed annexed area evolve.

Further, once services are available, the County will set a time period for the mandatory connection to the municipal systems.

Is there an immediate cost to the property owner for sewer or water services? Or does a charge occur only when the property owner hook-ups?

A connection charge will apply at the time of hookup or once the County passes a connection by-law, whichever occurs first. County policy provides the ability for property owners to finance new water and sewer service connections to properties within a developed areas.

What is the connection fee?

The connection fee covers the cost of extending water and sewer services to a given area and is charged to all benefitting properties. An estimate of the fee will be provided during the public consultation process as the design of the infrastructure progresses.

If approved, will my address change?

The past practice of the City has been to leave the “911” addresses in place until new city addresses are assigned and then give residents notice of the address change.

If approved, who will provide fire protection services?

The City of Woodstock operates a full-time fire department which will be responsible for service in any newly annexed area.

Will I be able to continue the existing use of my property after a boundary adjustment is finalized?

The Township zoning stays in place until repealed by the City or amended by way of a planning application and approval filed by the property owner. Uses compliant with the Township zoning and uses which are deemed to be legal non-conforming by the Township can continue after a boundary adjustment. Uses which are neither will be subject to zoning enforcement.

The City Property Standards Bylaw and Waste Materials Bylaw will be in force which could impact how some property is maintained.

Will the speed limits on the road in the annexed area change?

Initially there will be no change. The traffic patterns will be monitored as the area develops and adjustments made as required.

What happens after the Public Meeting?

After the Public Meeting, the Municipal Council's will consider the input obtained from the public and decide whether to enter into an agreement to approve the Boundary Adjustment. If the Council's approve the boundary adjustment, it will be submitted to the Province for approval. It is expected that the Council's will consider this at their regular or a special meeting in September.

What is the Township getting for this?

The proposed agreement between the City and the Township contains provisions for financial compensation for the Township for lost tax revenue and a share in future tax revenue for new development.

The specifics are:

- **Ongoing Base Compensation – In perpetuity**

The City proposes to pay to the Township annually the total amount of the Township own purpose taxes levied by the Township in the year prior to the effective date of a boundary adjustment (assumes a January 1 effective date) for the proposed lands. Beginning in 2021 and for each subsequent year, the total amount payable shall be adjusted annually on January 1 by the percentage change during the previous 12 months (October to October) in the Canada Consumer Price Index.

- **Additional Compensation**

The City proposes to pay to the Township one time compensation on the basis of \$250 per new residential unit constructed on the lands within the boundary adjustment area.

Boundary Adjustment Statistics

- total land area is estimated to be approximately 250 acres
- total developable land is estimated to be 127 acres

How can I submit comments?

Comments will be received and recorded in the minutes at the public meeting. Details of the meeting are as follows:

Date: **Thursday, August 22, 2019**

Time: **6:30 pm – 8:30 pm** (a formal presentation of the proposal will be given at 6:30 pm)

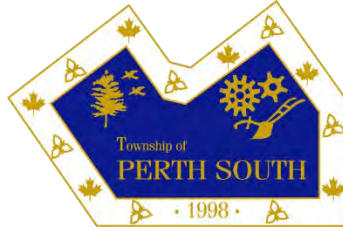
Place: **Colombo Club of Oxford, 434719 West Hill Line, Beachville**

Written comments are to be received by Friday August 30th, 2019 and can be sent to:

Julie Forth
Clerk
Township of South-West Oxford
312915 Dereham Line
Mount Elgin, ON
N0J 1N0
clerk@swox.org
519-485-0477 ext 223
www.swox.org

Amy Humphries
City Clerk
City of Woodstock
500 Dundas Street
P.O. Box 1539
Woodstock, ON
N4S 0A7
ahumphries@cityofwoodstock.ca
519-539-2382 ext 2500
www.cityofwoodstock.ca

Gord Hough
Director Comm. Planning
County of Oxford
21 Reeve Street
P.O. Box 1614
Woodstock, ON
N4S 7Y3
ghough@oxfordcounty.ca
519-539-0015 ext 3207
www.oxfordcounty.ca



Proposed Annexation

Fact Sheet

The City of Stratford ("City"), the County of Perth ("County"), and the Township of Perth South ("Township") are considering a proposal to annex lands (the boundary adjustment) currently situated in the Township into the City's municipal boundaries. The details of the annexation and allocation of costs are set out below. If you have further questions, please call any of the contacts noted at the bottom of this Fact Sheet.

Areas To Be Annexed:

The lands subject to the proposed annexation into the City from the Township are located along Highway 7 and Line 29 (formerly Gibb Road) in Perth South and are described as follows:

Property 1:

Part of Lot A, Concession 4 in the Gore of the Township of Downie, now in the Township of Perth South, County of Perth being PIN 53272-0109;

Part of Original Road Allowance between Lots A, and Lot 5, Concession 4 in the Gore of the Township of Downie, now in the Township of Perth South, County of Perth being part of PIN 53272-0108;

Part Lot A, Concession 4 in the Gore of the Township of Downie, now in the Township of Perth South, County of Perth being part of PIN 53272-0076;

Part of Lot A, Concession 4 in the Gore of the Township of Downie, now in the Township of Perth South, County of Perth being part of PIN 53272-0158;

Part of the Original Road Allowance between Concession 4 and Concession 5 in the Gore of the Township of Downie, known as Line 29 and lying between Road 119 and 113, now in the Township of Perth South, County of Perth being part of PIN 53272-0002.

Property 2:

Part of Lot 1, Concession 5 in the Geographic Township of Downie, now in the Township of Perth South, County of Perth being all of PIN 53265-0008;

Part of Lots 2, 3, and 4, Concession 5 in the Geographic Township of Downie, now in the Township of Perth South, County of Perth being all of PIN 53265-0007;

Part of the Original Road Allowance between Concession 4 and 5 in the Geographic Township of Downie, known as Gibb Road and Line 29 and lying between Road 119 and Road 122, now in the Township of Perth South, County of Perth being part of PIN 53264-0002.

The purpose of the annexation of Property 1 and Property 2 is to create new industrial lands in the City. The Councils of the City, Township and County have agreed to consider the proposed adjustment to the municipal boundaries and are seeking public input and comment. If accepted by the municipalities, the proposal will require the approval of the Minister of Municipal Affairs and Housing.

Assets, Liabilities, Rights and Obligations:

Except as noted below, all assets and liabilities, rights and obligations of the Township will vest with the City as of the date of the annexation. Any real property associated with any roads will also vest with the City. There are no other properties owned by the County or the Township in the annexed areas.

Any litigation that was commenced prior to the effective date of the boundary adjustment will remain the responsibility of the Township and/or County and will not be transferred to the City.

Taxes:

Properties subject to the proposed annexation shall be taxed by the City as of the effective date with the appropriate cost sharing agreements entered into with the Township.

Water, Sewers and Septic Systems:

Owners of any annexed lands will be required to connect to the City's services (water) when the lands are developed.

Any properties on an existing septic system can continue to use the septic systems for up to a maximum period of 15 years unless they experience operational difficulties or there are significant upgrades to the property, and sanitary sewers are available at which time the properties will be required to connect to the City's services.

Municipal By-laws:

The following by-laws of the County of Perth and the Township of Perth South shall continue to apply to the annexed lands until amended and/or repealed by the City of Stratford.

- By-laws passed under the *Drainage Act*
- By-laws passed under the *Weed Control Act*

Compensation to the Township:

Should the annexation be adopted by the City, County and Township, the proposed compensation to the Township for the annexation is subject to a separate agreement between the City and Township. In that agreement, the City and Township have agreed to an appropriate allocation of the taxes to ensure no negative financial impacts associated with the annexation are experienced by the Township. The City will compensate the Township for at least the level of local taxes associated with the annexed lands prior to the boundary adjustment, in addition to a portion of any increases in local taxes.

Should the annexation be supported by all three Councils; the County and the City will agree to share their share of joint costs for Social Services, Emergency Medical Services, the Huron Perth Health Unit and Spruce Lodge on the basis of assessment and in accordance with the existing cost-sharing agreements currently in place between the municipalities.

Disclaimer:

This is a summary of the provisions contained in the proposed agreements between the municipalities only. For the exact wording and provisions, reference should be made to the agreements once adopted by all three parties.

Public Meeting:

A joint public meeting has been scheduled for Thursday, January 16, 2020 at 6:00 p.m., at the Rotary Complex, 353 McCarthy Road West, Stratford, ON N5A 7S7.

Written Submissions Welcome:

Prior to the Joint Public Meeting, written comments and submissions can be forwarded to the following:

City of Stratford: Joan Thomson, Acting Chief Administrative Officer
1 Wellington Street, P.O. Box 818
Stratford ON N5A 6W1
Tel: 519-271-0250 ext. 233
Email: jthomson@stratford.ca

Township of
Perth South: Rebecca Clothier, Administrator/Treasurer/Deputy Clerk
3191 Road 122
St. Pauls, ON N0K 1V0
Tel: 519-271-0619 ext. 227
Fax: 519-271-0647
Email: rclothier@perthsouth.ca

County of Perth: Lori Wolfe, Acting Chief Administrative Officer
Perth County Court House
1 Huron Street,
Stratford ON N5A 5S4
Tel: 519-271-0531 ext 110
Fax: 519-271-2723
Email: lwolfe@perthcounty.ca

**ORDER MADE UNDER THE
MUNICIPAL ACT, 2001, S.O. 2001, c.25**

CITY OF STRATFORD, TOWNSHIP OF PERTH SOUTH

COUNTY OF PERTH

Definitions

1. In this Order,

“annexed area” means the area comprised of the lands described in section 2 of this Order;

“City” means The Corporation of the City of Stratford;

“County” means The Corporation of the County of Perth; and

“Township” means The Corporation of the Township of Perth South.

Annexation

2. (1) On August 1, 2020, the areas described in Schedules “A” and “B” are annexed to the City.
- (2) All real property of the Township including any highway, street fixture, waterline, sewer main of the annexed area described in the Schedules or easement and restrictive covenant running with the land described in the Schedules vests in the City on August 1, 2020.
- (3) Despite subsection (2), all assets and liabilities of the Township or the County that are located in the annexed area described in the Schedules remain the assets and liabilities of the Township or the County, as the case may be.
- (4) Despite subsection (2), any litigation commenced prior to August 1, 2020, with respect to the annexed area described in the Schedules remains the obligation of the Township or the County, as the case may be.

Assessment

3. For the purpose of the assessment roll to be prepared for the City for taxation in the part of the year that the annexation under section 2 takes effect, the annexed area shall be deemed to be part of the City and the annexed area shall be assessed on the same basis that that the assessment roll for the City is prepared.

Taxes, etc

4. (1) All real property taxes, special rates or charges levied under any general or special Act in the annexed area which are due and unpaid on July 31, 2020 shall be deemed on August 1, 2020 to be taxes, rates or charges due and payable to the City and may be collected by the City.
- (2) The clerk of the Township shall prepare and furnish to the clerk of the City a special collector's roll showing all arrears of real property taxes, charges or special rates assessed against the land in the annexed area up to and including July 31, 2020, and the persons assessed for them.
- (3) On the first day of the month following the month in which the real property taxes or special rates are collected under subsection (1), the City shall pay to the Township an amount equal to the amount collected by the City.
- (4) If the Township has commenced tax sales procedures under the *Municipal Act, 2001* for any part of the annexed area in the Schedules and the procedures are not completed by August 1, 2020 the City may continue the procedures.

Municipal By-laws

5. (1) On August 1, 2020, the by-laws of the City extend to the annexed area and shall remain in force in the annexed area until they expire or are repealed or amended to provide otherwise.
- (2) Notwithstanding subsection (1), the by-laws of the Township cease to apply to the annexed area except for,
 - (a) by-laws passed under section 17, 34 or 41 of the *Planning Act* or a predecessor of those sections;
 - (b) by-laws passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts to regulate the use of highways by vehicles and pedestrians and to regulate the encroachment or projection of buildings upon or over highways;
 - (c) by-laws passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
 - (d) by-laws passed under section 10 of the *Weed Control Act* or a predecessor of that section; and
 - (e) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Township.

- (3) The official plan of the County as it applies to the annexed area, and as approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the City and shall remain in force until revoked or amended to provide otherwise.
- (4) If the Township has commenced procedures to enact a by-law under any Act or the County has commenced procedures to adopt an official plan or an amendment thereto under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area and is not in force on August 1, 2020, the City may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

Dispute Resolution

6. (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, any of the municipalities may refer the matter in dispute for resolution through mediation. The mediator shall be agreed upon by all parties.
- (2) If the dispute is not resolved through mediation or the parties cannot agree upon the selection of a mediator, then the matter may be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act, 1991*, except as provided herein.
- (3) Where a dispute is referred to arbitration under subsection (2) the decision of the arbitrator shall be final.
- (4) The costs associated with a mediation under subsection (1) or arbitration proceedings under subsection (2) shall be shared equally between the parties.

SCHEDULE "A"

Firstly:

Part of Lot 1, Concession 5, in the Geographic Township of Downie designated as Part 1, Reference Plan 44R -5730, now in the Township of Perth South, County of Perth being all of PIN 53265-0008 (LT);

Secondly:

Part of Lots 2, 3, and 4, Concession 5 in the Geographic Township of Downie, designated as Part 2, Reference Plan 44R -5730, now in the Township of Perth South, County of Perth being all of PIN 53265-0007 (LT);

Thirdly:

Part of the Original Road Allowance Between Concession 4 and 5 in the Geographic Township of Downie, known as Line 29 (Gibb Road), designated as Part 3, Reference Plan 44R -5730, now in the Township of Perth South, County of Perth being part of PIN 53264-0002 (LT).

SCHEDULE "B"

Firstly:

Part of Lot A, Gore, Concession 4 of the Township of Downie, designated as Part 1, Reference Plan 44R - 5731, now in the Township of Perth South, County of Perth being all of PIN 53272-0109 (LT);

Secondly:

Part of Original Road Allowance between Lots A, and Lot 5, Gore, Concession 4 of the Township of Downie, known as Perth Road 113, designated as Part 2, Reference Plan 44R - 5731, now in the Township of Perth South, County of Perth being part of PIN 53272-0108 (LT);

Thirdly:

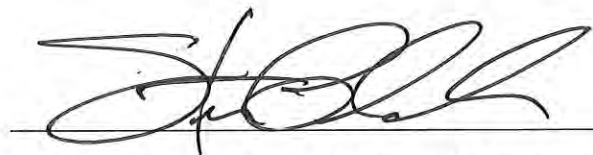
Part Lot A, Gore, Concession 4 of the Township of Downie, designated as Part 3 Reference Plan 44R - 5731, now in the Township of Perth South, County of Perth being part of PIN 53272-0076 (LT);

Fourthly:

Part of Lot A, Gore, Concession 4, of the Township of Downie, designated as Part 4, Reference Plan 44R - 5731, now in the Township of Perth South, County of Perth being part of PIN 53272-0158 (LT);

Fifthly:

Part of Original Road Allowance between Concession 4 and Concession 5, Gore, of the Township of Downie, known as Line 29 (Gibb Road), designated as Part 5, Reference Plan 44R -5731, now in the Township of Perth South, County of Perth being part of PIN 53272-0002 (LT).



Minister of Municipal Affairs and Housing

Dated at Toronto on July 20, 2020



February, 2020

Township of Southwest Oxford / Town of Ingersoll

Proposed Boundary Adjustment

Frequently Asked Questions

What is a Municipal Boundary?

A municipal boundary is a defined line that denotes the limits of a municipality's jurisdiction. Properties that fall within a municipality's boundary are subject to its by-laws and property-tax levy and will also receive the services it provides.

How does a Municipality Change its Boundary?

Section 173 of the *Municipal Act*, S.O. 2001, establishes the process for municipal "restructuring."

Section 171 (2) of the *Municipal Act*, S.O. 2001, limits municipal restructuring of regional governments, including Oxford County, to minor restructuring proposals as defined under section 173 (16), which states that a restructuring is considered 'minor' if:

- a) The proposal provides for one or more annexations of part of a local municipality to another municipality and makes any changes to the boundaries of the upper-tier municipalities necessary to reflect those annexations;
- b) The proposal does not provide for any type of restructuring other than what is described in clause a)
- c) The Minister, after reviewing the proposal, is of the opinion that it is of a minor nature.

Before a boundary adjustment is permitted to take effect, the following approvals are required, as prescribed by Ontario Regulation 216/96:

- The support of every local municipality that, as a result, of the restructuring proposal, would have any part of its boundaries changed;
- The support of the Upper-Tier municipality (County of Oxford); and
- Approval of the Minister of Municipal Affairs and Housing.

Why are the Municipalities Discussing a Boundary Adjustment?

- Ingersoll is facing a deficit of industrial and residential lands to meet its future growth needs as detailed in the Updated County and Area Municipal Growth Forecasts and Land Need Analysis report by the County of Oxford Community Planning department and supported by Hemson Consulting Ltd. Phase 1 Comprehensive Review study, which were presented to Ingersoll Council at its regular meeting in May 2019.

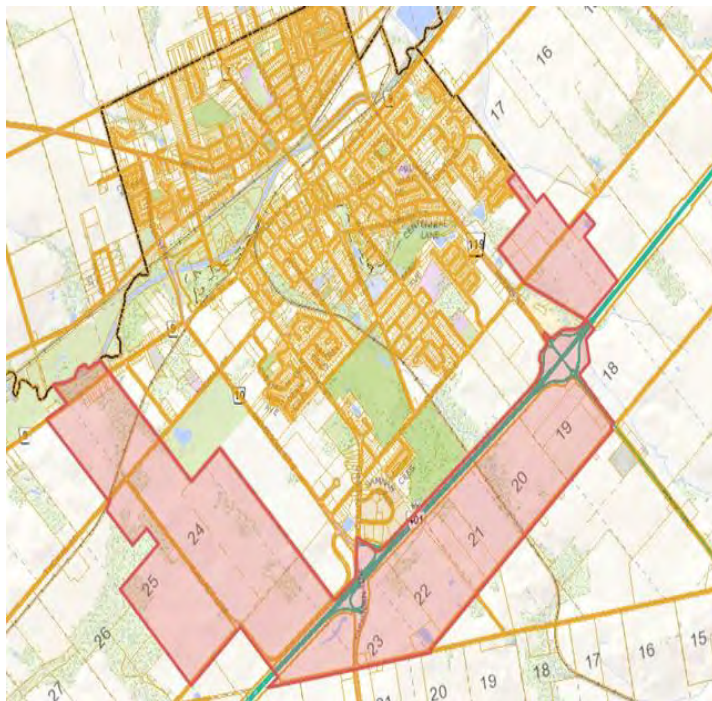
Ingersoll Forecast – Total Population, Households and Employment (2016 – 2046)

Growth Type	Total Population							Growth 2016-2046
	2016	2021	2026	2031	2036	2041	2046	
Population	13,110	14,240	15,130	16,090	17,070	18,030	18,960	5,850
Households	5,080	5,580	5,950	6,320	6,690	7,020	7,330	2,250
Employment	8,990	9,710	10,080	10,470	10,950	11,510	12,150	3,160

Based on the above growth projections, Ingersoll’s estimated 20-year land needs are as follows:

- Residential – 75 gross developable ha (185 acres)
- Industrial – 109 gross developable ha (264 acres)

Where is the Proposed Boundary Adjustment?



The proposed boundary adjustment represents an annexation of approximately 1,550 acres involving 61 properties located in South-West Oxford situated along the southern border of the 401 from Wallace Line to Plank Line, and extending North-West past Hamilton Rd. on the West Side of Town and to Moffat Ave. on the East Side of Town.

Why Here?

The most recent growth land needs analysis for Ingersoll identifies the need for additional residential and industrial development lands to accommodate the Town’s projected housing and employment growth for the 20 year planning period set out in the Provincial Policy Statement and County of Oxford Official Plan. The lands identified for the potential boundary adjustment have been under consideration to meet Ingersoll’s growth needs for a number of years. Further, a portion of these lands are designated in Oxford County’s Official Plan as lands for “future urban growth” (“Schedule C-3” of the Official Plan).

The policies of the Provincial Policy Statement and County of Oxford Official Plan both require that growth and development be directed to designated settlement areas with an appropriate level of



services. To be consistent with these policies, the subject lands must be brought into the municipal and designated settlement boundary for the Town of Ingersoll before their development for residential, industrial or other urban type uses would be permitted. .

The properties under consideration represent a mix of attractive land for future industrial development along the 401 and lands for potential future residential development, such as those along Ingersoll's eastern border. In order to ensure efficient use of the land and a sufficient mix of housing types the parties to the agreement have established that residential development will pursue a density of 27 units/hectare (11 units/acre). The specific use of the lands will be determined through a subsequent secondary planning study exercise, which is described in further detail in a later question.

Has the Restructuring Decision been Finalized?

No, South-West Oxford and Ingersoll's Councils have only approved consideration of the proposal to adjust their mutual boundary at a public meeting. The Councils cannot vote on whether to support or oppose the proposal until they have consulted with the public.

What is the Purpose of the Public Meeting and When will it be Held?

The Public meeting meets obligations under section 173 of the Municipal Act which requires that Councils consult with the public before voting on whether to support or oppose a restructuring proposal. The public meeting is scheduled to be held on February 25, 2020 at 7:00 p.m. at the Salford Community Centre located at 383908 Salford Road, Salford ON, N0J 1W0.

If the Municipal Councils pass a by-law to support the boundary adjustment, do I as a taxpayer have any right to appeal the decision?

The provisions of the Ontario Municipal Act do not provide for an appeal of the decision of Council, respecting a mutual boundary adjustment.

What is the proposed effective date of the boundary adjustment?

January 1, 2021

Where do I pay my taxes if the boundary adjustment is approved?

Until December 31, 2020, you will continue to pay your taxes to the Township.

If the proposal proceeds, beginning in January 1, 2021, all taxes, including any outstanding amounts will be due to and collected by the Town of Ingersoll.

Will taxes be phased in or will I have to pay full taxes to the Town immediately if the boundary adjustment is approved?

Under the proposal, owners of residential and farm properties will have their taxes phased in over ten (10) years, while industrial landowners will have their taxes phased in over five (5) years.

Tax phase-in measures are proposed to mitigate the impact to existing owners only. As there is always land speculation resulting from boundary adjustments, any residential property sold after the proposal's effective date (should it be approved) will no longer qualify for the tax phase in.



How will the phase in be calculated if the boundary adjustment is approved?

On January 1, 2021 your phase-in amount will be calculated as follows:

2021 assessment X Town tax rate – 2021 assessment X Township tax rate = difference

For residential properties, the difference will be phased in over ten years.

Tax increase for each of the next **ten** years as a result of the boundary adjustment only:

Year 1	Town Taxes reduced by 90 % of the difference
Year 2	Town Taxes reduced by 80% of the difference
Year 3	Town Taxes reduced by 70% of the difference
Year 4	Town Taxes reduced by 60% of the difference
Year 5	Town Taxes reduced by 50% of the difference
Year 6	Town Taxes reduced by 40% of the difference
Year 7	Town Taxes reduced by 30% of the difference
Year 8	Town Taxes reduced by 20% of the difference
Year 9	Town Taxes reduced by 10% of the difference
Year 10	Pay full Town Taxes

I am currently set up with the Township under a Pre-authorized Tax plan. What will happen if my property is annexed in the Town of Ingersoll?

As of the date of the publication of this FAQ sheet, The Town offers two preauthorized payment plans. Taxpayers can participate in a monthly withdrawal plan or have their tax installment withdrawn on each due date. The monthly plan covers 12 months and runs from January 1st to December 31st each year.

Property Owners wishing to participate in either plan are required to complete the PAP (pre-Authorized Payment) form and provide a void cheque. The Town of Ingersoll also requires that the taxes on the property to be up to date to participate in a pre-authorized payment plan.

My property is part of a Municipal Drain, will it continue to be?

Yes, and provisions under the Municipal Drainage Act still apply.

If approved, who would collect my garbage?

Residents of the Town of Ingersoll have their garbage and recycling collected through Oxford County each Tuesday; properties coming into the Town's boundaries will transition to a weekly Tuesday collection schedule upon the effective date of the proposal.

If approved, will Ingersoll By-laws apply to my property?

Yes, as of the effective date of any annexation, the bylaws of the Town of Ingersoll will extend to the annexed areas except those that are specifically excluded in the boundary adjustment agreement.

An example of an exempted bylaw is the Zoning Bylaw. The Township of South West Oxford Zoning Bylaw will continue to be in force until amended by the Town of Ingersoll or through an individual planning application.

What is the process to determine the future use of the lands that are within the area of the boundary adjustment?

In order to ensure orderly development, the services of a planning and engineering consultant are typically retained to study the area and produce a secondary plan and servicing strategy. This study will identify the proposed land uses, housing types and density, public park(s) and storm water management features. Also included are engineering elements for the extension of centralized sewer and water services and transportation/ road improvements. Additional studies typically include an environmental impact assessment, to provide recommendations for development setbacks and other measures to protect existing natural features. The secondary planning exercise will include public meetings to obtain input from those within and outside the study area.

Once the secondary planning process is completed, an Official Plan Amendment application is filed to provide the land use policy framework necessary to update the zoning by-law. This again, is a public process with agency circulation and public meetings to obtain comments from the public and other stakeholders.

Once the Official Plan Amendment has been approved, the Town of Ingersoll or individual property owners can file planning applications to rezone all, or a portion of, the lands to bring them into conformity with the land use direction set out in the Official Plan. This again is a public process, which includes public meetings to obtain input from the public.

If approved, will sewer services be extended to my property?

The secondary planning process mentioned above will identify sewer-servicing strategies for the orderly extension of services. The timing of this infrastructure is subject to development activity and need in the event of failing septic systems.

I have a well & septic system, how long will I have before I have to connect to the County's water and sanitary sewer system?

As noted previously, the area proposed to be brought into the Town of Ingersoll boundary will be subject to a comprehensive secondary planning exercise that will also assist the municipalities in determining a servicing strategy for the area. Water services have been available for many existing residential properties for some time. Sanitary sewer services are not presently available. At such time as sewer services become available, property owners within the annexed area will generally be required to connect to both services in situations where existing private services are contaminated (i.e. private well) and/or are exhibiting operational problems (i.e. private septic system). Connections to municipal services will also generally be required where properties are redeveloped.



Further, there may also be requirements to connect to new municipal services when they become available where the County establishes such requirements through a connection by-law. The County will ensure that appropriate communications and public dialogue regarding future municipal service connections are undertaken as servicing plans for the proposed annexed area evolve.

Further, once services are available, the County will set a time period for the mandatory connection to the municipal systems.

Is there an immediate cost to the property owner for sewer or water services or does a charge occur only when the property owner hook-ups?

A connection charge will apply at the time of hookup or once the County passes a connection by-law, whichever occurs first. County policy provides the ability for property owners to finance new water and sewer service connections to properties within developed areas.

What is the connection fee?

The connection fee covers the cost of extending water and sewer services to a given area and is charged to all benefitting properties. An estimate of the fee will be provided during the public consultation process as the design of the infrastructure progresses.

If approved, will my address change?

The past practice of the Town has been to leave the “911” addresses in place until new Town addresses are assigned and then give residents notice of the address change.

If approved, who will provide fire protection services?

The Town of Ingersoll operates a fully functioning fire department, which will be responsible for service in any newly annexed area.

Will I be able to continue the existing use of my property after a boundary adjustment is finalized?

Township zoning will stay in place until repealed and replaced by the Town or amended by way of a planning application and approval filed by the property owner. Uses compliant with the Township zoning and uses which are deemed to be legal non-conforming by the Township can continue after a boundary adjustment. Uses, which are neither, will be subject to zoning enforcement.

The Town of Ingersoll’s Property Standards Bylaw will be in force, which could impact how some property is maintained.

Will the speed limits on the road in the annexed area change?

Initially there will be no change. The traffic patterns will be monitored as the area develops and adjustments made as required.

What happens after the Public Meeting?

After the Public Meeting, the Municipal Councils will consider the input obtained from the public and decide whether to enter into an agreement to approve the Boundary Adjustment. If the Councils



approve the boundary adjustment, it will be submitted to the Province for approval. It is expected that the Councils will consider the matter at a regular or a special meeting in April.

What is the Township getting for this?

The proposed agreement between the Town of Ingersoll and the Township contains provisions for financial compensation for the Township for lost tax revenue and a share in future tax revenue for new development.

The specifics are:

- **Ongoing Base Compensation – In perpetuity (except CAMI lands)**

The Town proposes to pay to the Township annually the total amount of the Township own purpose taxes levied by the Township based on the taxes levied the day before the boundary adjustment becomes effective for the proposed lands. Beginning in 2021 and for each subsequent year, the total amount payable shall be adjusted annually on January 1 by the percentage change during the previous 12 months (October to October) based on the Ontario Consumer Price Index.

- **Additional Compensation**

- The Town of Ingersoll proposes to pay to the Township a one-time compensation on the basis of \$250 per new residential unit (estimated at 558 units) constructed on the lands within the boundary adjustment area.
- South of the 401 to the Whiting Street extension is proposed to be sold to the Town of Ingersoll at a market rate of \$25,000 per acre, at an estimated value of \$175,000 for the seven acres.
- Ingersoll to pay 24% of CAMI's net tax payment in perpetuity to the Township of South-West Oxford.
-

How can I submit comments?

Comments will be received and recorded in the minutes at the public meeting. Details of the meeting are as follows:

Date: **Tuesday, February 25, 2020**

Time: **7:00 pm – 9:00 pm** (a formal presentation of the proposal will be given at 7:00 pm)

Place: **Salford Community Centre, 383908 Salford Road, Salford ON, N0J 1W0**



Written comments are to be received no later than March 13, 2020 and can be sent to:

Julie Forth
Clerk
Township of South-West Oxford
312915 Dereham Line
Mount Elgin, ON, N0J 1N0
clerk@swox.org
519-485-0477 ext. 7023
www.swox.org

Michael Graves
Clerk
Town of Ingersoll
130 Oxford St. 2nd Floor
Ingersoll, ON, N5C 2V5
mgraves@ingersoll.ca
519-485-0120 ext. 2222
www.ingersoll.ca

Gord Hough
Director Community Planning
County of Oxford
21 Reeve Street, P.O. Box 1614
Woodstock, ON, N4S 3G1
ghough@oxfordcounty.ca
519-539-0015 ext. 3207
www.oxfordcounty.ca

RESTRUCTURING PROPOSAL

The Restructuring Proposal of the City of Mississauga, the Region of Peel, the Region of Halton and the Town of Milton is hereby approved by all four municipal councils for submission to the Minister of Municipal Affairs and Housing under section 173 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

THE REGIONAL MUNICIPALITY OF PEEL, THE REGIONAL MUNICIPALITY OF HALTON, THE CORPORATION OF THE CITY OF MISSISSAUGA, THE CORPORATION OF THE TOWN OF MILTON

DEFINITIONS

1. In this proposal:

"Annexed Lands" means the area comprised of the lands as shown on Schedule "A" to this proposal and as described in Schedule "B" to this Proposal;

"Effective Date" shall mean January 1, 2010;

"Peel" shall mean The Regional Municipality of Peel;

"Halton" shall mean The Regional Municipality of Halton;

"Mississauga" shall mean The Corporation of the City of Mississauga;

"Milton" shall mean The Corporation of the Town of Milton;

ANNEXATION

2. (1) On January 1, 2010 the portion of the Town of Milton and the Regional Municipality of Halton as shown on Schedule "A" and as described in Schedule "B" to this Proposal, is annexed to the City of Mississauga and the Regional Municipality of Peel.
- (2) As of the Effective Date the annexed lands shall be removed from Ward 1 in Milton and form part of Wards 8, 9 & 10 in Mississauga, as shown on Schedule "C" and as described in Schedule "D" to this Proposal, and the residents of the Annexed Lands shall be entitled to vote in Mississauga in the regular

municipal elections to be held in November, 2010 in accordance with the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, Sched.

- (3) All real property, currently owned or benefiting Milton including any highway, street, fixture, easement or restrictive covenant running with the lands located within the Annexed Lands depicted in Schedule "A" shall vest in Mississauga on January 1, 2010.
- (4) All real property, currently owned or benefiting Halton including any highway, street, fixture, easement or restrictive covenant running with the lands located within the Annexed Lands depicted on Schedule "A" shall vest in Peel as of January 1, 2010. Assets of Milton Hydro Holding Inc. and its related companies are specifically excluded from this Proposal.
- (5) All assets and liabilities of Milton acquired or arising on or before December 31, 2009 with respect to the Annexed Lands are transferred to Mississauga on January 1, 2010.
- (6) All assets and liabilities of Halton acquired or arising on or before December 31, 2009 with respect to the Annexed Lands are transferred to Peel on January 1, 2010.
- (7) Notwithstanding subsections (4) and (6) above, that portion of Ninth Line within the Annexed Lands shall vest from the Region of Halton to the City of Mississauga and shall become a local road.
- (8) Notwithstanding subsections (4) and (5) above, any litigation commenced prior to the Effective Date, or after the Effective Date with respect to matters that occurred prior to the Effective Date with respect to the Annexed Lands, and related rights or liabilities, if any, remains the obligation of Milton and Halton as the case may be.

COMPENSATION

3. (1) Peel and Mississauga shall on January 4, 2010 jointly pay the sum of \$3,290,000 on January 4, 2010 by way of lump sum payment to Halton. The payment shall be divided as between Peel and Mississauga as follows:
 - (a) Payment by Mississauga: \$1,230,000;
 - (b) Payment by Peel: \$2,060,000.
- (2) Such lump sum payment is to be distributed by Halton as follows:
 - (a) Payment to Milton: \$2,000,000;
 - (b) Payment to Halton: \$1,290,000.

ASSESSMENT

4. For the purpose of the assessment roll to be prepared for Mississauga for taxation in 2010, the year of the annexation, the Annexed Lands shall be deemed to be part of Mississauga and the Annexed Lands shall be assessed on the same basis that the assessment roll for Mississauga is prepared.

BY-LAWS

5. (1) On January 1, 2010, the by-laws of Peel and Mississauga extend to the Annexed Lands and the by-laws of Halton and Milton cease to apply to such area except:

- (a) Milton and Halton By-laws passed pursuant to:

- (i) the *Highway Traffic Act* or the *Municipal Act* that regulate the use of highways by vehicles or pedestrians and the encroachment or projection of buildings, or any portion thereof upon or over highways;
- (ii) By-laws of Halton or Milton passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
- (iii) By-laws passed under section 10 of the *Weed Control Act*;
- (iv) By-laws passed pursuant to the *Local Improvement Act*;
- (v) By-laws passed under the *Development Charges Act*;
- (vi) By-laws of Milton passed under section 29 of the *Ontario Heritage Act* and;
- (vii) any By-law conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of Halton or Milton, as the case may be,

which By-laws shall be deemed to be By-laws of Peel or Mississauga as the case may be, and shall remain in force and effect until amended or replaced by the Council for Peel or Mississauga, as the case may be.

- (2) Any comprehensive zoning By-law or amendments thereto, and site plan control by-laws, passed pursuant to section 34 or 41 or predecessor of those sections of the *Planning Act*, or any Official Plan or amendments thereto of Halton or Milton that have been approved or adopted for the Annexed Lands pursuant to the provisions of the *Planning Act* shall be deemed to be part of the Zoning By-law,

site plan control by-laws and Official Plan for Peel or Mississauga, as the case may be, as of the Effective Date and shall remain in full force and effect in the Annexed Lands until amended or repealed or otherwise replaced by Peel or Mississauga pursuant to the provisions of the *Planning Act*. As a result of this section, any part of Milton's Zoning By-law and Halton's and Milton's official plans pertaining to the Annexed Lands, no longer forms part of Milton's Zoning By-law and Halton and Milton's Official Plans.

- (3) Any application to amend Milton's Zoning By-law or the Official Plan for Halton or Milton or appeals therefrom that was initiated prior to the Effective Date for the Annexed Lands shall be continued by Peel or Mississauga.

TAX COLLECTION AND ASSESSMENT

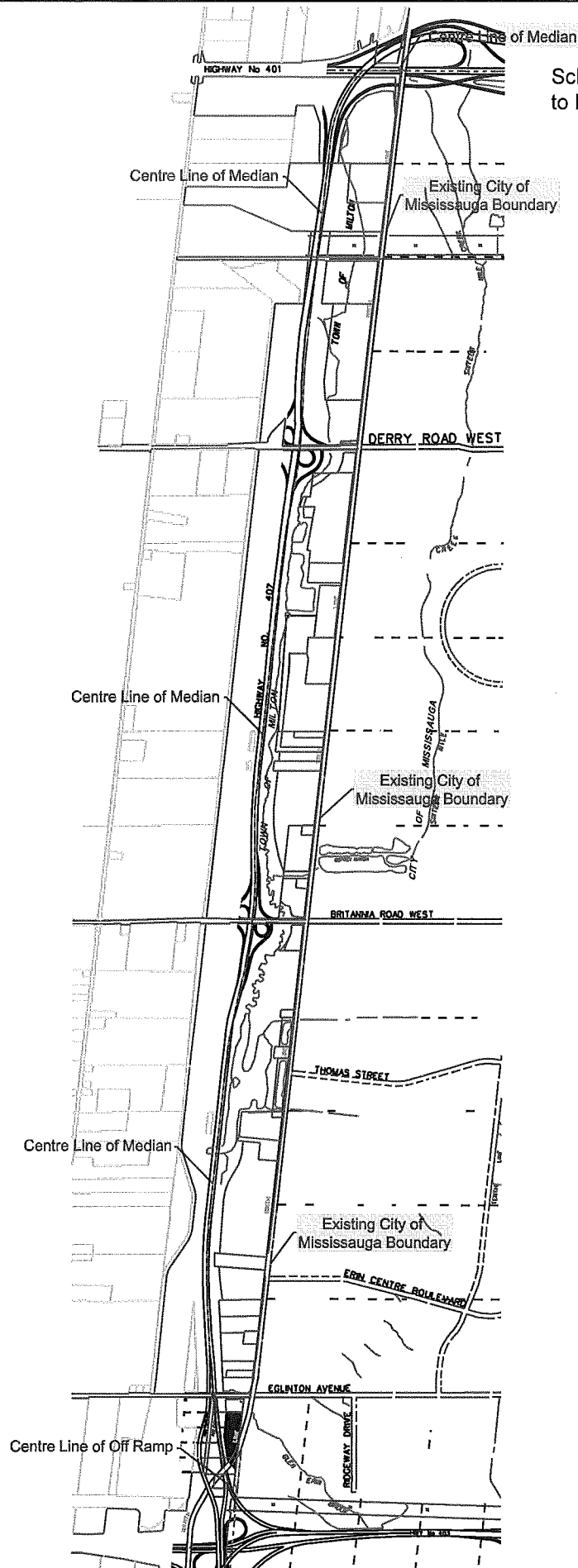
6.
 - (1) All real property taxes, charges or rates levied under any general or special Act in the Annexed Lands that are uncollected as of December 31, 2009 shall be deemed to be taxes due and payable to Mississauga and shall be collected by Mississauga. After collection, Mississauga shall forward to Peel, Peel's share just as if the amounts collected under this paragraph are taxes, charges or rates levied elsewhere in Mississauga.
 - (2) Milton will issue, prior to November 15, 2009, notice to each affected landowner, instructing them that Milton shall no longer be collecting taxes in the Annexed Lands as of December 31, 2009 and that all outstanding taxes as of that date should be remitted to Mississauga. The notice shall be in a form and content satisfactory to Mississauga.
 - (3) Prior to January 15, 2010, the Clerk of Milton shall prepare and furnish to the Clerk of Mississauga a special collector's roll showing all outstanding taxes as of December 31, 2009 and the persons assessed for them with respect to the Annexed Lands.
 - (4) Mississauga shall pay to Milton prior to February 1, 2010, an amount equal to the outstanding taxes, as shown on the collector's roll furnished by the Clerk of Milton.
 - (5) Prior to January 15, 2010, the Clerk of Milton shall prepare and furnish to the Clerk of Mississauga in respect of the Annexed Lands, a schedule detailing the local improvement charges and/or drainage charges for the Annexed Lands.
 - (6) Mississauga shall pay to Milton prior to February 1, 2010, an amount equal to the present value of the outstanding local improvement charges and/or drainage charges as shown on the schedule furnished by the clerk of Milton. Any outstanding local improvement charges and/or drainage charges after December 31, 2009 shall be collected by Mississauga.

DISPUTE RESOLUTION

7. (1) Mediation: A dispute arising out of the interpretation of this Agreement may be resolved through mediation by way of a mediator agreed to by the municipalities to this Agreement. If the municipalities cannot agree on a mediator or the dispute is not resolved through mediation, the matter in dispute shall be referred to arbitration as provided herein.
- (2) Arbitration: A dispute arising out of the interpretation of this Agreement may be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*. The appointment of the arbitrator and the conduct of the arbitration will be governed by the provisions of the *Arbitration Act, 1991*.
- (3) Where a dispute is referred to arbitration under subsection (2) the decision of the arbitrator shall be final.
- (4) The costs associated with the mediation or arbitration proceedings shall be shared equally between all parties to the mediation or arbitration.

DATED this day of , 2009.

Schedule "A" to Schedule "A"
to By-law 106-2009

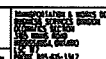


NOTE: THIS SKETCH IS FOR THE USE BY THE CITY OF MISSISSAUGA, TRANSPORTATION AND WORKS DEPARTMENT AND IS NOT INTENDED FOR USE BY ANY OTHER PARTIES UNLESS EXPRESSED WRITTEN CONSENT IS OBTAINED.

NOTE: THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT AS NOTED IN THE TITLE.

SKETCH SHOWING LANDS
TO BE ANNEXED TO MISSISSAUGA

NOT TO SCALE



Schedule "B"

Legal Description

In the Town of Milton, Regional Municipality of Halton (originally the Geographic Township of Trafalgar):

Commencing at a point where the centreline median of Highway 401 is intersected by the existing westerly limit of the City of Mississauga;

Thence southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), approximately 9,345 metres to the point where the said City limit intersects the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound Highway 403 lanes;

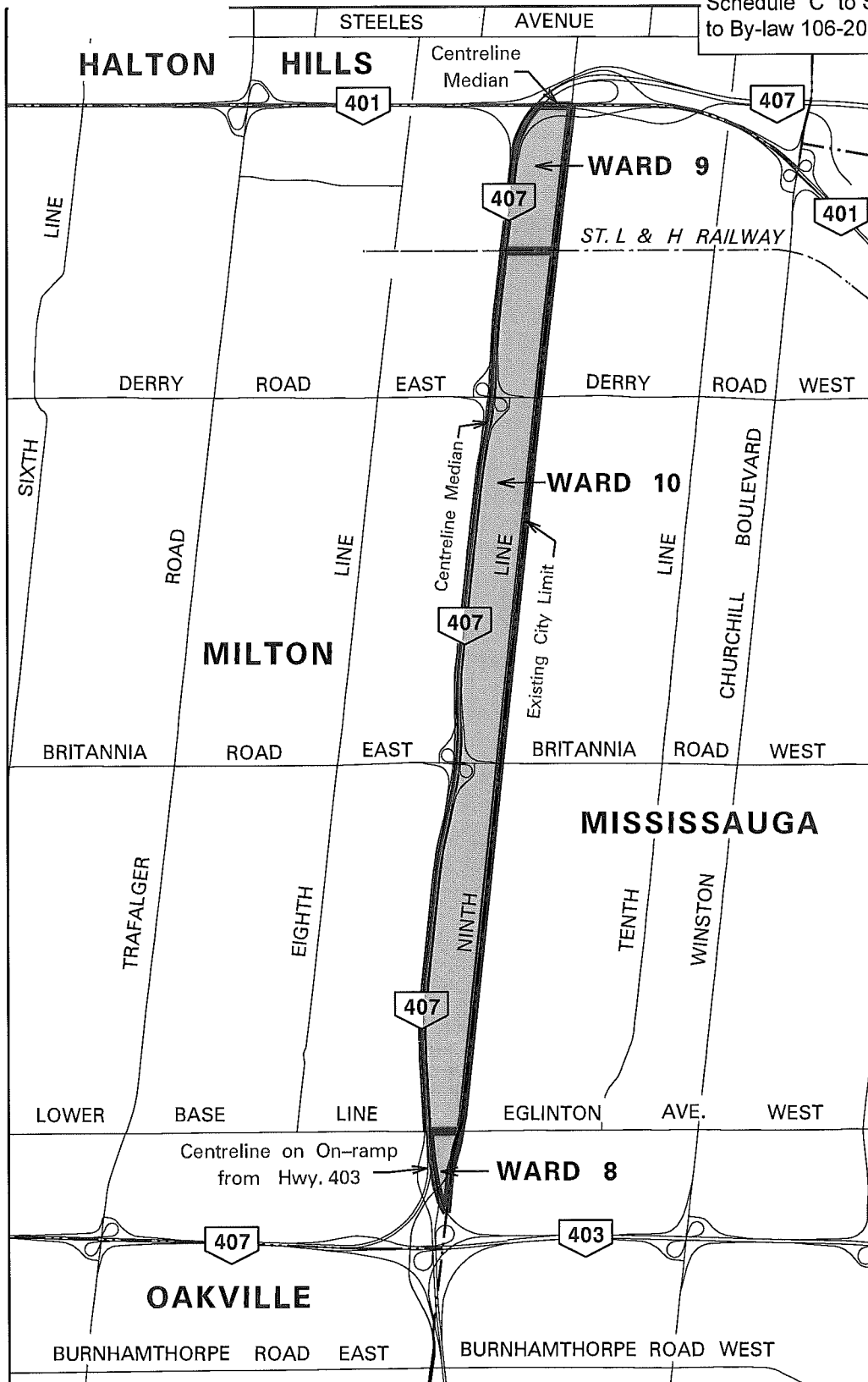
Thence north westerly along the centreline of the said on-ramp approximately 700 metres to a point where the centreline of the said on-ramp intersects the centreline of Lower Base Line Road;

Thence westerly along the centreline of Lower Base Line Road approximately 20 metres to a point where the centreline of Lower Base Line Road intersects the centreline median of Highway 407;

Thence northerly along the centreline median of Highway 407 approximately 8,700 metres to a point where the centreline median of Highway 407 intersects the centreline median of Highway 401;

Thence easterly along the centreline median of Highway 401 approximately 280 metres, to the point of commencement.

Schedule "C" to Schedule "A"
to By-law 106-2009



SKETCH SHOWING PROPOSED WARD BOUNDARIES
WITHIN LANDS TO BE ANNEXED FROM MILTON

Schedule "D"

Lands to be Annexed to Wards 8, 9 and 10

Lands to be Annexed to Ward 8

COMMENCING at the intersection of the centreline of Lower Base Line Road with the westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line);

THENCE southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), to a point where the said City limit intersects the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound Highway 403 lanes;

THENCE north westerly along the centreline of the on-ramp to the eastbound Highway 407 lanes from the westbound Highway 403 lanes to a point where the said centreline intersects the centreline of Lower Base Line Road;

THENCE easterly along the centreline of Lower Base Line Road to the point of commencement.

Lands to be Annexed to Ward 9

COMMENCING at a point where the centreline median of Highway 401 is intersected by the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line);

THENCE southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line) to a point where the said City limit intersects the centreline of the St. Lawrence and Hudson Railway Company lands;

THENCE westerly along the centerline of the St. Lawrence and Hudson Railway lands to a point where the said centreline intersects the centreline median of Highway 407;

THENCE northerly along the centreline median of Highway 407 to a point where the said centreline median intersects the centreline median of Highway 401;

THENCE easterly along the centreline median of Highway 401 to the point of commencement.

Lands to be Annexed to Ward 10

COMMENCING at a point where the centerline of the St. Lawrence and Hudson Railway Company lands is intersected by the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line);

THENCE southerly along the existing westerly limit of the City of Mississauga (being the east limit of the original road allowance for Ninth Line), to a point where the said City limit intersects the centreline of Lower Base Line Road;

THENCE westerly along the centreline of Lower Base Line Road to a point where the said centreline intersects the centreline median of Highway 407;

THENCE northerly along the centreline median of Highway 407 to a point where the said centreline median intersects the centerline of the St. Lawrence and Hudson Railway Company lands;

THENCE easterly along the centerline of the St. Lawrence and Hudson Railway Company lands to the point of commencement.

COMTÉ DE SIMCOE

Conseil d'écoles
séparées protestantes

Ville

Penetanguishene

13,390

(6633) 16

Municipal Act Loi sur les municipalités

ORDER MADE UNDER THE
MUNICIPAL ACT, R.S.O. 1990, CHAPTER M.45

COUNTY OF NORTHUMBERLAND

TOWN OF PORT HOPE, TOWNSHIP OF HOPE,
MUNICIPALITY OF CAMPBELLFORD/SEYMOUR,
TOWNSHIP OF PERCY AND VILLAGE OF HASTINGS

DEFINITIONS

1.1 In this Order,

"County" means The Corporation of the County of Northumberland;

"former municipalities" means The Corporation of the Municipality of Campbellford/Seymour, The Corporation of the Township of Percy and The Corporation of the Village of Hastings and as they exist prior to January 1, 2001;

"former Municipality of Campbellford/Seymour" means The Corporation of the Municipality of Campbellford/Seymour as it exists prior to January 1, 2001;

"former Town of Port Hope" means The Corporation of the Town of Port Hope as it exists prior to January 1, 2001;

"former Township of Percy" means The Corporation of the Township of Percy as it exists prior to January 1, 2001;

"former Township of Hope" means The Corporation of the Township of Hope as it exists prior to January 1, 2001;

"former Village of Hastings" means The Corporation of the Village of Hastings as it exists prior to January 1, 2001;

"new municipality" means the municipality established under section 2.1; and

"new town" means the municipality established under section 2.2.

MUNICIPAL RESTRUCTURING

2.1 On January 1, 2001, The Corporation of the Municipality of Campbellford/Seymour, The Corporation of the Township of Percy and The Corporation of the Village of Hastings are amalgamated as a town municipality under the name of "The Corporation of the Municipality of Campbellford/Seymour, Percy, Hastings".

2.2 On January 1, 2001, The Corporation of the Town of Port Hope and The Corporation of the Township of Hope are amalgamated as a town municipality under the name of "The Corporation of the Town of Port Hope and Hope".

PROCEDURE TO CHANGE NAME

- 3.1 (1) The name of the new municipality as set out in section 2.1 may be changed in 2001 upon a request to the Minister made by the council of the new municipality following the adoption of a resolution by the council approving the name being requested.
- (2) The name of a local board established or continued under this Order may be changed in 2001 to reflect a change in the name of the new municipality made under subsection (1), upon a request to the Minister made by the council of the new municipality following the adoption of a resolution by the council approving the name being requested.
- 3.2 (1) The name of the new town as set out in section 2.2 may be changed in 2001 upon a request to the Minister made by the council of the new town following the adoption of a resolution by the council approving the name being requested.
- (2) The name of a local board established or continued under this Order may be changed in 2001 to reflect a change in the name of the new town made under subsection (1), upon a request to the Minister made by the council of the new town following the adoption of a resolution by the council approving the name being requested.

WARDS

- 4.1 Effective January 1, 2001, the new municipality is divided into three wards which may be described as follows:
- (a) Ward One consists of the former Municipality of Campbellford/Seymour;
- (b) Ward Two consists of the former Township of Percy; and
- (c) Ward Three consists of the former Village of Hastings.
- 4.2 Effective January 1, 2001, the new town is divided into two wards which may be described as follows:
- (a) Ward One consists of the former Town of Port Hope; and
- (b) Ward Two consists of the former Township of Hope.

REPRESENTATION

- 5.1 (1) Effective January 1, 2001, the council of the new municipality shall be composed of seven members, consisting of:
- (a) a head of council, to be known as the mayor, who shall be elected by general vote of the electors of the new municipality;
- (b) six additional members:
- (i) three of whom shall be elected from Ward One;

- (ii) two of whom shall be elected from Ward Two; and
 - (iii) one of whom shall be elected from Ward Three
- to be known as councillors; and
- (c) a deputy head of council, to be known as the deputy mayor, shall be appointed by the council under subsection 69(3) of the *Municipal Act* from among the members of council elected under clause 5.1(1)(b)(i), 5.1(1)(b)(ii) and 5.1(1)(b)(iii) to act from time to time in the place of the head of council when the head of council is absent from the new municipality or absent through illness or the office is vacant.
- (2) Each member of the council of the new municipality shall have one vote.
 - (3) The mayor of the new municipality shall sit on the council of the County and shall have the same number of weighted votes on council as the former municipalities combined.
- 5.2 (1) Effective January 1, 2001, the council of the new town shall be composed of seven members, consisting of,
- (a) a head of council, to be known as the mayor, who shall be elected by general vote of the electors of the new town; and
 - (b) six additional members:
 - (i) four of whom shall be elected from Ward One; and
 - (ii) two of whom shall be elected from Ward Two to be known as councillors; and
 - (c) a deputy head of council, to be known as the deputy mayor, shall be appointed by the council under subsection 69(3) of the *Municipal Act* from among the members of council elected under clause 5.2(1)(b)(i) and 5.2(1)(b)(ii) to act from time to time in the place of the head of council when the head of council is absent from the new town or absent through illness or the office is vacant.
- (2) Each member of the council of the new town shall have one vote.
 - (3) Despite subsection (2), the two members of council from Ward Two shall each have two votes on council for matters relating to approvals under the *Planning Act*, tax rate adjustments arising out of the restructuring under section 2.2 and boundary adjustments.
 - (4) The mayor of the new town shall sit on the council of the County and shall have the same number of weighted votes on council as the former Town of Port Hope and the former Township of Hope combined.

TERMS

- 6.1 (1) The terms of office of the members of the council of the new municipality elected at the 2000 regular election shall commence on January 1, 2001.
- (2) The terms of office of the members of the former municipalities and their local boards are extended until December 31, 2000.

- (3) Despite subsections (1) and (2), for the sole purpose of representing the new municipality on the council of the County, the term of office of the mayor of the new municipality shall commence on December 1, 2000.
- 6.2 (1) The terms of office of the members of the council of the new town elected at the 2000 regular election shall commence on January 1, 2001.
- (2) The terms of office of the members of the former Town of Port Hope and former Township of Hope and their local boards are extended until December 31, 2000.
 - (3) Despite subsections (1) and (2), for the sole purpose of representing the new town on the council of the County, the term of office of the mayor of the new town shall commence on December 1, 2000.

MUNICIPAL ELECTION

- 7.1 (1) The 2000 regular election in the former municipalities shall be conducted as if the restructuring under section 2.1 and the division of the new municipality into wards under section 4.1 had already occurred.
 - (2) The clerk and the council of the former Municipality of Campbellford/Seymour shall be the clerk and the council responsible for conducting the 2000 regular election for the new municipality under the *Municipal Elections Act, 1996*.
- 7.2 (1) The 2000 regular election in the former Town of Port Hope and former Township of Hope shall be conducted as if the restructuring under section 2.2 and the division of the new town into wards under section 4.2 had already occurred.
- (2) The clerk and the council of the former Town of Port Hope shall be the clerk and the council responsible for conducting the 2000 regular election for the new town under the *Municipal Elections Act, 1996*.

CEMETERY BOARDS

- 8.1 On January 1, 2001, the cemetery board of the former Township of Percy is continued as a cemetery board of the new municipality under the name of the Percy Cemetery Board.
- 8.2 On January 1, 2001, all cemetery boards of the former Town of Port Hope and former Township of Hope are continued as cemetery boards of the new town.

PUBLIC UTILITIES COMMISSIONS

- 9.1 (1) Unless dissolved earlier, the Warkworth Hydro Electric Commission and the public utilities commissions of the former Municipality of Campbellford/ Seymour and the former Village of Hastings are dissolved on January 1, 2001.
- (2) On January 1, 2001, all by-laws and resolutions of the commissions dissolved under subsection (1) shall become the by-laws and resolutions of the new municipality and shall remain in force in the geographic area of the former municipalities until they are amended or repealed.
- (3) All assets and liabilities, rights and obligations including employees of the commissions dissolved under subsection (1) become the assets and liabilities, rights and obligations including employees of the new municipality.
- (4) The new municipality shall provide water services to the area to which water services were provided by the commissions dissolved under subsection (1).

- (5) Nothing in this section has the effect of authorizing the commissions dissolved under subsection (1) or the new municipality to generate, transmit, distribute or retail electricity after November 7, 2000, in contravention of section 144 of the *Electricity Act, 1998*.

- (6) The hydro reserves of the Warkworth Hydro Electric Commission and the public utilities commissions of the former Municipality of Campbellford/ Seymour and the former Village of Hastings may, upon being transferred to the new municipality under section 16.1, be used for any purpose that the council of the new municipality considers appropriate but shall only be used for the benefit of the ratepayers of the geographic area of the respective former municipalities.

- (7) If the assets that formed part of the Warkworth Hydro Electric Commission and the public utilities commissions of the former Municipality of Campbellford/ Seymour and the former Village of Hastings that served the former municipalities are sold or if shares of a corporation that was incorporated under the *Business Corporations Act* to provide hydro service to the former municipalities are sold, the proceeds of the sale or other disposition shall be paid into the reserve fund of the former municipalities and shall be used for the benefit of the ratepayers of that geographic area.

- 9.2 (1) Unless dissolved earlier, the Port Hope Water Works Commission and the Port Hope Hydro Commission are dissolved on January 1, 2001.

- (2) On January 1, 2001, all by-laws and resolutions of the commissions dissolved under subsection (1) shall become the by-laws and resolutions of the new town and shall remain in force in the geographic area of the former Town of Port Hope until they are amended or repealed.

- (3) All assets and liabilities, rights and obligations including employees of the commissions dissolved under subsection (1) become the assets and liabilities, rights and obligations including employees of the new town.

- (4) The new town shall provide water services to the area to which water services were provided by the commission dissolved under subsection (1).

- (5) Nothing in this section has the effect of authorizing the Port Hope Hydro Commission dissolved under subsection (1) or the new town to generate, transmit, distribute or retail electricity after November 7, 2000, in contravention of section 144 of the *Electricity Act, 1998*.

- (6) The hydro reserves of the Port Hope Hydro Commission may, upon being transferred to the new town under section 16.2, be used for any purpose that the council of the new town considers appropriate but shall only be used for the benefit of the ratepayers of the geographic area of the former Town of Port Hope.

- (7) If the assets that formed part of the Port Hope Hydro Commission that served the former Town of Port Hope are sold or if shares of a corporation that was incorporated under the *Business Corporations Act* to provide hydro service to the former Town of Port Hope are sold, the proceeds of the sale or other disposition shall be paid into the reserve fund of the former Town of Port Hope and shall be used for the benefit of the ratepayers of that geographic area.

LIBRARY BOARDS

- 10.1 (1) The library board of the former Municipality of Campbellford/ Seymour is dissolved on January 1, 2001.

- (2) On January 1, 2001, a library board for the new municipality to be known as "The Corporation of the Municipality of Campbellford/ Seymour, Percy, Hastings Public Library Board" is established.

pality of Campbellford/ Seymour, Percy, Hastings Public Library Board" is established.

- (3) The operation and composition of the library board established in subsection (2) shall be in accordance with the *Public Libraries Act*.

- (4) The rights and obligations, assets and liabilities including employees of the library board dissolved under subsection (1) shall be deemed to be rights and obligations, assets and liabilities including employees of the library board established under subsection (2).

- (5) All by-laws, rules, regulations and fees passed or established by the library board dissolved under subsection (1) shall be continued and deemed to be by-laws, rules, regulations and fees of the library board established under subsection (2) and shall remain in force until amended or repealed.

- 10.2 (1) The Port Hope Public Library Board is dissolved on January 1, 2001.

- (2) On January 1, 2001, a library board for the new town to be known as "The Corporation of the Town of Port Hope and Hope Public Library Board" is established.

- (3) The operation and composition of the library board established in subsection (2) shall be in accordance with the *Public Libraries Act*.

- (4) The rights and obligations, assets and liabilities including employees of the library board dissolved under subsection (1) shall be deemed to be rights and obligations, assets and liabilities including employees of the library board established under subsection (2).

- (5) All by-laws, rules, regulations and fees passed or established by the library board dissolved under subsection (1) shall be continued and deemed to be by-laws, rules, regulations and fees of the library board established under subsection (2) and shall remain in force until amended or repealed.

FIRE DEPARTMENTS

- 11.1 The new municipality may have more than one fire department and may have a fire chief for each department.

- 11.2 The new town may have more than one fire department and may have a fire chief for each department.

POLICE SERVICES BOARD

12. (1) The police services board of the former Town of Port Hope is dissolved on January 1, 2001.

- (2) A new police services board for the new town to be known as "The Police Services Board of the Town of Port Hope and Hope" is established on January 1, 2001.

- (3) The operation and composition of the police services board established under subsection (2) shall be in accordance with the *Police Services Act*.

- (4) On January 1, 2001, the police services board established under subsection (2) stands in the place of the police services board dissolved under subsection (1).

- (5) The new town stands in the place of the former Town of Port Hope and former Township of Hope for all purposes related to policing.

- (6) The assets and liabilities under the control and management of the police services board dissolved under subsection (1) become assets and liabilities under the control

and management of the police services board established under subsection (2).

- (7) On January 1, 2001, all by-laws and resolutions of the police services board dissolved under subsection (1) shall be deemed to be by-laws or resolutions of the police services board established under subsection (2) and shall remain in force in the area of the former Town of Port Hope until they are amended or repealed.
- (8) Nothing in this section repeals or authorizes the repeal of by-laws or resolutions conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the police services board dissolved under subsection (1).

LOCAL BOARDS

- 13.1 (1) Subject to sections 8.1, 9.1, 10.1 and 12.1, all local boards of the former municipalities shall be dissolved on December 31, 2000.
- (2) The council for the new municipality shall be deemed to be a board of park management under the *Public Parks Act* and a recreation committee under the *Ministry of Tourism and Recreation Act* and a committee of management of a community recreation centre under the *Community Recreation Centres Act* and all such committees and boards of the former municipalities are dissolved on December 31, 2000.
- 13.2 (1) Subject to sections 8.2, 9.2, 10.2 and 12.2, all local boards of the former Town of Port Hope and former Township of Hope shall be dissolved on December 31, 2000.
- (2) The council for the new town shall be deemed to be a board of park management under the *Public Parks Act* and a recreation committee under the *Ministry of Tourism and Recreation Act* and a committee of management of a community recreation centre under the *Community Recreation Centres Act* and all such committees and boards of the former Town of Port Hope and former Township of Hope are dissolved on December 31, 2000.

RESERVE AND RESERVE FUNDS

- 14.1 (1) On January 1, 2001, the reserves and reserve funds of the former municipalities that are dedicated for special purposes become the reserves and reserve funds of the new municipality but shall be used only for the purpose for which they are dedicated and for the benefit of the ratepayers in the area of the former municipality to which they are related.
- (2) The proceeds of the sale of parkland acquired by a former municipality under the *Planning Act* prior to December 31, 2000, and sold by the new municipality shall be paid into the parkland reserve fund of the former municipality that has become a reserve fund of the new municipality under subsection (1).
- (3) The former municipalities shall contribute three percent (3%) of their 1999 general local municipal levy to the working fund reserve of the new municipality.
- 14.2 (1) On January 1, 2001, the reserves and reserve funds of the former Town of Port Hope and former Township of Hope that are dedicated for special purposes become the reserves and reserve funds of the new town but shall be used only for the purpose for which they are dedicated and for the benefit of the ratepayers in the area of the former Town of Port Hope or former Township of Hope to which they are related.
- (2) The proceeds of the sale of parkland acquired by the Town of Port Hope or the former Township of Hope

under the *Planning Act* prior to December 31, 2000, and sold by the new town shall be paid into the parkland reserve fund of the former Town of Port Hope or former Township of Hope that has become a reserve fund of the new town under subsection (1).

- (3) The former Town of Port Hope and former Township of Hope shall contribute three percent (3%) of their 1999 general local municipal levy to the working fund reserve of the new town.

BY-LAWS AND RESOLUTIONS

- 15.1 (1) On January 1, 2001, subject to subsections (2), (3) and (4), all by-laws and resolutions of the former municipalities and their local boards are continued and deemed to be by-laws and resolutions of the new municipality and shall remain in force in the area of the former municipality unless repealed or amended or unless they earlier expire.
- (2) On January 1, 2001, zoning by-laws and official plans of the former municipalities approved under the *Planning Act* are deemed to be zoning by-laws and official plans of the new municipality and shall remain in force until amended or repealed under the *Planning Act*.
- (3) Nothing in this section authorizes the amendment or repeal of a by-law or resolution that could not have been amended or repealed by the former municipality or local board that passed it.
- (4) If a former municipality has commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to an official plan under the *Planning Act*, and the by-law, official plan, or official plan amendment is not in force on January 1, 2001, the new municipality may continue the procedures.
- 15.2 (1) On January 1, 2001, subject to subsections (2), (3) and (4), all by-laws and resolutions of the former Town of Port Hope and former Township of Hope and their local boards are continued and deemed to be by-laws and resolutions of the new town and shall remain in force in the area of the former municipality unless repealed or amended or unless they earlier expire.
- (2) On January 1, 2001, zoning by-laws and official plans of the former Town of Port Hope and former Township of Hope approved under the *Planning Act* are deemed to be zoning by-laws and official plans of the new town and shall remain in force until amended or repealed under the *Planning Act*.
- (3) Nothing in this section authorizes the amendment or repeal of a by-law or resolution that could not have been amended or repealed by the former Town of Port Hope and former Township of Hope or local board that passed it.
- (4) If the former Town of Port Hope and former Township of Hope has commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to an official plan under the *Planning Act*, and the by-law, official plan, or official plan amendment is not in force on January 1, 2001, the new town may continue the procedures.

ASSETS AND LIABILITIES

- 16.1 On January 1, 2001, the assets, liabilities, rights and obligations, including employees, of the former municipalities and their local boards become the assets, liabilities, rights and obligations, including employees, of the new municipality and its local boards.

- 16.2 On January 1, 2001, the assets, liabilities, rights and obligations, including employees, of the former Town of Port Hope and former Township of Hope and their local boards become the assets, liabilities, rights and obligations, including employees, of the new town and its local boards.

TAXES

- 17.1 (1) All taxes, charges and rates levied, imposed or assessed under any Act by the former municipalities that are due and unpaid on December 31, 2000, shall be deemed to be taxes, charges and rates due and payable to the new municipality and may be collected by the new municipality in the same manner as if they had been levied, imposed or assessed by the new municipality.
- (2) If a former municipality has commenced procedures under the *Municipal Tax Sales Act* and the procedures are not completed by January 1, 2001, the new town may continue the procedures.
- 17.2 (1) All taxes, charges and rates levied, imposed or assessed under any Act by the former Town of Port Hope and the former Township of Hope that are due and unpaid on December 31, 2000, shall be deemed to be taxes, charges and rates due and payable to the new town and may be collected by the new municipality in the same manner as if they had been levied, imposed or assessed by the new town.
- (2) If the former Town of Port Hope or the former Township of Hope has commenced procedures under the *Municipal Tax Sales Act* and the procedures are not completed by January 1, 2001, the new town may continue the procedures.

ASSESSMENT ROLL

- 18.1 For the purposes of the preparation of the assessment roll for the new municipality under the *Assessment Act* for the 2001 taxation year, the former municipalities shall be deemed to be one municipality.
- 18.2 For the purposes of the preparation of the assessment roll for the new town under the *Assessment Act* for the 2001 taxation year, the former Town of Port Hope and former Township of Hope shall be deemed to be one municipality.

TRANSITION BOARD

- 19.1 (1) On the date of this Order a transition board is established for the new municipality and is constituted as a body corporate.
- (2) The transition board shall cease to exist on December 31, 2000.
- (3) The transition board shall adopt procedural rules and systems of control to govern its activities.
- (4) The transition board of the new municipality shall be composed of the seventeen members of the councils of the former municipalities.
- (5) The transition board may exercise the powers specified in subsection (7) that the former municipalities have and that the new municipality will have on and after January 1, 2001.
- (6) The councils of the former municipalities shall not exercise the powers specified in clauses (q), (t) and (u) of subsection (7) without the approval of the transition board.

- (7) The transition boards may exercise the following powers:

- (a) establish and adopt on behalf of the council of each of the former municipalities a transition plan, a process for implementing that plan and approval of a budget for that implementation;
- (b) require the production of financial and other data, information and statistics from each of the former municipalities and their local boards;
- (c) establish a fully operational municipal organization which shall on January 1, 2001, become the new municipality;
- (d) approve expenditures and execute contracts where necessary for transitional purposes;
- (e) purchase, lease or dispose of any assets of each former municipality where necessary for transitional purposes;
- (f) establish electronic or manual information systems, records and books of accounts for the new municipality and for the operation of the transition board;
- (g) conduct studies, research, and consultations regarding municipal functions, organizations, staffing, standards and performance;
- (h) establish organizational structures, administrative and management systems, positions, preliminary job definitions, job descriptions and policies, and adopt by-laws and budgets and other documents for the new municipality;
- (i) establish and implement communication plans for employees and the public;
- (j) retain employees and advisors for the purposes of the transition board and incur expenses on behalf of the transition board and their employees and advisors;
- (k) establish a human resources transition protocol;
- (l) identify, select and appoint employees to the new municipality and establish mechanisms for carrying out these functions;
- (m) establish uniform policies relating to offers of employment for positions in the new municipality or termination of employment and ensure their fair application;
- (n) offer employees of the former municipalities employment with the new municipality, inducements to terminate employment severance allowances, training assistance or such other benefits as are necessary to fill the positions in the new municipality or to meet the requirements of the budget of the new municipality for 2001;
- (o) issue notices of layoff or provide for severance or compensation in lieu of notice, or both notice and compensation, as required;
- (p) negotiate and enter into agreements with employees and groups of employees of the former municipalities and the new municipality;
- (q) exercise the powers of the councils of the former municipalities in all employment and labour matters arising as a result of this Order and the amalgamation of the municipalities, including

- negotiations with trade unions and applications to the Ontario Labour Relations Board;
- (r) establish a protocol for any discussions with neighbouring municipalities;
 - (s) execute on behalf of the former municipalities any agreements with other municipalities as they relate to amalgamation issues;
 - (t) review and approve all financial transactions of the former municipalities in excess of \$50,000 that are not included in the approved municipal operating budgets for 2000;
 - (u) approve all expenditures in 2000 that are necessary to establish new operations for the new municipality and apportion such costs in accordance with subsection (8) below;
 - (v) apportion to each former municipality its share of the transition board's costs associated with the exercise of the powers in this section in accordance with subsection (8) below;
 - (w) establish sub-committees as the transition board deems appropriate;
 - (x) establish a rural issues committee;
 - (y) recommend the creation of boards and committees as deemed necessary for the new municipality; and
 - (z) establish the location of the new primary and/or satellite municipal office(s) for the new municipality.
- (8) The expenditures necessary to establish new operations for the new municipality and the costs of the transition board associated with the exercise of its powers under this Order shall be paid by the former municipalities based on the apportionment of each of the former municipalities' weighted taxable assessment for the 2000 taxation year.
- 19.2 (1) On the date of this Order a transition board for the new town is established and is constituted a body corporate.
- (2) The transition board shall cease to exist on December 31, 2000.
- (3) The transition board shall adopt procedural rules and systems of control to govern its activities.
- (4) The transition board shall be composed the twelve members of the councils of the former Town of Port Hope and former Township of Hope.
- (5) The transition board may exercise the powers specified in subsection (7) that the former Town of Port Hope and former Township of Hope have and that the new town will have on and after January 1, 2001.
- (6) The councils of the former Town of Port Hope and former Township of Hope shall not exercise the powers specified in clauses (q), (t) and (u) of subsection (7) without the approval of the transition board.
- (7) The transition board may exercise the following powers:
- (a) establish and adopt on behalf of the council of each of the former Town of Port Hope and the former Township of Hope a transition plan, a process for implementing that plan and approval of a budget for that implementation;
 - (b) require the production of financial and other data, information and statistics from each of the former Town of Port Hope and former Township of Hope and their local boards;
 - (c) establish a fully operational municipal organization which shall on January 1, 2001, become the new town;
 - (d) approve expenditures and execute contracts where necessary for transitional purposes;
 - (e) purchase, lease or dispose of any assets of the former Town of Port Hope and former Township of Hope where necessary for transitional purposes;
 - (f) establish electronic or manual information systems, records and books of accounts for the new town and for the operation of the transition board;
 - (g) conduct studies, research, and consultations regarding municipal functions, organizations, staffing, standards and performance;
 - (h) establish organizational structures, administrative and management systems, positions, preliminary job definitions, job descriptions and policies, and adopt by-laws and budgets and other documents for the new town;
 - (i) establish and implement communication plans for employees and the public;
 - (j) retain employees and advisors for the purposes of the transition board and incur expenses on behalf of the transition board and their employees and advisors;
 - (k) establish a human resources transition protocol;
 - (l) identify, select and appoint employees to the new town and establish mechanisms for carrying out these functions;
 - (m) establish uniform policies relating to offers of employment for positions in the new town or termination of employment and ensure their fair application;
 - (n) offer employees of the former Town of Port Hope and former Township of Hope employment with the new town, inducements to terminate employment severance allowances, training assistance or such other benefits as are necessary to fill the positions in the new town or to meet the requirements of the budget of the new town for 2001;
 - (o) issue notices of layoff or provide for severance or compensation in lieu of notice, or both notice and compensation, as required;
 - (p) negotiate and enter into agreements with employees and groups of employees of the former Town of Port Hope and former Township of Hope and the new town;
 - (q) exercise the powers of the councils of the former Town of Port Hope and former Township of Hope in all employment and labour matters arising as a result of this Order and the amalgamation of the municipalities, including negotiations with trade unions and applications to the Ontario Labour Relations Board;
 - (r) establish a protocol for any discussions with neighbouring municipalities;

- (s) execute on behalf of the former Town of Port Hope and the former Township of Hope any agreements with other municipalities as they relate to amalgamation issues;
 - (t) review and approve all financial transactions of the former Town of Port Hope and former Township of Hope in excess of \$50,000 that are not included in the approved municipal operating budgets for 2000;
 - (u) approve all expenditures in 2000 that are necessary to establish new operations for the new town and apportion such costs in accordance with subsection (8) below;
 - (v) apportion to the former Town of Port Hope and former Township of Hope its share of the transition board's costs associated with the exercise of the powers in this section, in accordance with subsection (8) below;
 - (w) establish sub-committees as the transition board deems appropriate;
 - (x) establish a rural issues committee;
 - (y) recommend the creation of boards and committees as deemed necessary for the new town; and
 - (z) establish the location of the new primary and/or satellite municipal office(s) for the new town.
- (8) The expenditures necessary to establish new operations for the new town and the costs of the transition board associated with the exercise of its powers under this Order shall be paid by the former Town of Port Hope and the former Township of Hope based on the apportionment of each of the former Town of Port Hope's and the former Township of Hope's weighted taxable assessment for the 2000 taxation year.

DISPUTE RESOLUTION

- 20.1 (1) Where a dispute arises with respect to the interpretation of this Order, the former municipalities may refer the dispute for resolution through mediation.
- (2) If the dispute is not resolved through mediation, then any of the parties may refer the dispute to arbitration to be conducted in accordance with the *Arbitration Act, 1991*, otherwise than as provided herein.
- (3) The costs associated with mediation or arbitration proceedings under this section shall be shared equally between the former municipalities.
- (4) Where a dispute is referred to arbitration, the decision of the arbitrator shall be final.
- 20.2 (1) Where a dispute arises with respect to the interpretation of this Order, the former Town of Port Hope or former Township of Hope may refer the dispute for resolution through mediation.
- (2) If the dispute is not resolved through mediation, then any of the parties may refer the dispute to arbitration to be conducted in accordance with the *Arbitration Act, 1991*, otherwise than as provided herein.
- (3) The costs associated with mediation or arbitration proceedings under this section shall be shared equally between the former Town of Port Hope and former Township of Hope.
- (4) Where a dispute is referred to arbitration, the decision of the arbitrator shall be final.

TONY CLEMENT,
Minister of Municipal Affairs and Housing.

Dated at Toronto this 28th day of March, 2000.

ORDER MADE UNDER THE MUNICIPAL ACT, R.S.O. 1990, CHAPTER M45

COUNTY OF HURON

TOWN OF WINGHAM, VILLAGE OF BLYTH, TOWNSHIP OF EAST WAWANOSH

Definitions

1. In this Order,
- "County" means The Corporation of the County of Huron;
- "former municipalities" means The Corporation of the Town of Wingham, The Corporation of the Village of Blyth and The Corporation of the Township of East Wawanosh as they exist prior to January 1, 2001;
- "former Town of Wingham" means The Corporation of the Town of Wingham as it exists prior to January 1, 2001;
- "former Township of East Wawanosh" means The Corporation of the Township of East Wawanosh as it exists prior to January 1, 2001;
- "former Village of Blyth" means The Corporation of the Village of Blyth as it exists on prior to January 1, 2001; and
- "new Township" means The Corporation of the Township of North Huron created as a result of the restructuring under section 2.

Municipal Restructuring

2. On January 1, 2001, The Corporation of the Town of Wingham, The Corporation of the Village of Blyth and The Corporation of the Township of East Wawanosh are amalgamated as a township under the name "The Corporation of the Township of North Huron" and the township municipality shall form part of the County of Huron for municipal purposes.

Wards

3. Effective January 1, 2001, the new Township shall be divided into three wards as set out in this section:
- (a) Ward one consists of the former Village of Blyth;
 - (b) Ward two consists of the former Township of East Wawanosh; and
 - (c) Ward three consists of the former Town of Wingham.

Representation

4. (1) The council of the new Township shall be composed of seven members consisting of,
- (a) the head of council, to be known as the reeve, who shall be elected by general vote of the electors of the new Township; and

THE RESTRUCTURING PROPOSAL PACKAGE

Restructuring proposals need to be complete when submitted to the Minister. This document lists the materials that should be part of the package. Please note that complete electronic copies are accepted:

Letter to the Minister

The letter should be addressed to the Minister and report on how the municipalities have fulfilled their obligations under sections 171 to 173 of the *Municipal Act, 2001*.

Council Resolution

The package must include evidence in the form of a by-law that each council is in support of the restructuring proposal. It needs to be evident that each council, when voting, had the identical proposal before it as the other councils affected by the restructuring proposal. To ensure that occurs, it is recommended that the proposal be an attachment to the by-law and the by-law make specific reference to the attachment.

Restructuring Proposal

The proposal should describe details such as new boundaries, effective date, council/ward changes, disposition of assets and liabilities, and any transitional provisions. Previous Minister's restructuring orders may provide some guidance. The land identification must be part of the proposal and is usually provided as a schedule.

Land Identification

The land identification (description) must be in written form; a map alone is not sufficient. The description should be prepared by an Ontario Land Surveyor (OLS) retained by the municipality, either as a metes and bounds description or by making reference to regional plans and PIN numbers (PIN numbers are only sufficient if the land comprises the full PIN area). Reference plans must be provided to the Ministry for review along with the restructuring proposal. Description of new ward boundaries may also be required if 1) the municipality where the lands that are proposed to be annexed to has wards and/or 2) the boundaries of one or more wards of the upper-municipality would be changed as a result of the restructuring proposal.

Clerk's Declaration

A clerk's declaration stating that a public meeting was held and how consultation with Indigenous communities was undertaken should be submitted by each clerk as part of the proposal package (a sample declaration is attached). The municipalities should also send notification to advise relevant local government offices and other organizations that may have an interest in the proposed restructuring (e.g. MTO, OMAFRA, MPAC, conservation authorities).

Additional Materials

Additional materials that should be attached to the declaration to indicate that sufficient notice was provided and that consultation was conducted appropriately include:

- Copies of the meeting notice(s)
- Meeting minutes
- Feedback received prior and following the public meeting
- List of Indigenous groups that were consulted and any comments/concerns that were received or raised

CLERK'S STATUTORY DECLARATION

This declaration is made with respect to the procedures set out in subsection 173(3) of the *Municipal Act, 2001*.

I, _____, Clerk of _____
(name of municipal clerk) (name of municipality)
solemnly declare that to the best of my knowledge the following information is true.

2. A public meeting was held on _____, 20_____, at
_____ to inform the public of a
(location)
restructuring proposal to _____,
(description of proposal)
at which time the public was given a copy of the proposed restructuring proposal, was given an explanation of the purpose and effect of the proposed restructuring proposal and was given an opportunity to make submissions.

3. Notice of the meeting was given on _____, 20_____ in the
_____.
(name of newspaper) A copy of the notice is attached.

(Please insert here a detailed description of the consultation with Indigenous communities that was undertaken as part of the restructuring proposal process, including who was consulted, when the consultation occurred and what the results were, including any accommodation considered. If no response was received, describe what follow-up measures were taken.)

4. On _____, 20_____ the council of _____ (name of municipality) voted to support (or oppose) the restructuring proposal attached to, and forming part of by-law/motion number _____.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared at _____ on _____, 20_____.
(location)

(signature)
(name of municipal clerk)

STAGE 1 - APPENDIX C
PARTNER IDENTIFICATION AND ENGAGEMENT PROCESS

Town of Hanover
Local Growth Management Scoped Comprehensive Review
Phase 2 - Restructuring & Community Engagement
Component

**Stages 1-3 Summary Report for Circulation to The Ministry of Municipal Affairs
and Housing, Western Municipal Services Office, Minister Bill Walker and**

Minister Lisa Thompson

Prepared by Fournier Consulting Services for Meridian Planning Consultants
January 6, 2021

Stage 2- Appendix C-Partner Identification and Engagement Process:

1. #1-Hanover Start- Up Meeting Agenda March 13 2020
2. #2-Letter MMAH Western MSO, June 26, 2020;
3. #3-Letter MPP Bill Walker, June 26, 2020;
4. #4-Letter Grey County, June 26, 2020;
5. #5-Letter Bruce County, June 26, 2020;
6. #6-Letter Brockton, June 26, 2020;
7. #7-Letter West Grey, June 26, 2020;
8. #8-Letter to Minister Clark, June 30, 2020;
9. #9-Letter of Response MMAH –Western MSO July 29, 2020;
10. #10-Invitation for MPP, Lisa Thompson, November 17, 2020;
11. #11-Follow-Up Letter to West Grey Mayor, Christine Robinson, December 2, 2020; and
12. #12- Follow-Up Letter to West Grey CAO, Laura Johnston, December 2, 2020.



A G E N D A

Meeting with Town Staff

Hanover Growth Management Strategy - Phase 2

March 13, 2020
10:30 am to 12:30 pm
Town Hall

Purpose of the Meeting: To review the work program and timeline, identify key information requirements, identify key stakeholders, discuss overall strategy and engage in a discussion of the Town's end goals

Agenda Items:

1.	Introductions
	Component 1 of Project - Review SPA Areas
	<ul style="list-style-type: none">• Will look at all SPA areas - however, focus is on SPA's 1 and 3• Brief discussion of each SPA site - why and when were they identified?
2.	<ul style="list-style-type: none">• Ownership of lands in SPA areas and interest in development• Nature of any background information on each SPA (studies, landowner letters etc.)• Nature and availability of constraint mapping for each SPA• Overview of environmental and servicing reviews• Timing of meeting with affected landowners (notices required and when?)
	Component 2 of Project - Identify Urban Expansion Options
3.	<ul style="list-style-type: none">• Land needs for 25 years to be updated following SPA review• Review of settlement area expansion policy framework in PPS• Initial discussion on expansion options and potential constraints and opportunities (should lands in Bruce County be considered?)• Factors to consider in developing options• Factors to consider in evaluating options
	Component 3 of Project - Restructuring
4.	<ul style="list-style-type: none">• Broad overview of work program and broad timeline• Review of past efforts and discussions to establish context (who, when and why and reasons - both formal and informal)• Identification of local restructuring champions• Update on restructuring research• Overview of current inter-municipal relationships



Agenda Items:

- Sources of information documenting the role of Hanover in the broader region

Next Steps (in next two months)

5.

- Review SPA lands
- Meet with landowners and agencies regarding SPA lands
- Review of constraints and municipal servicing needs
- Review history of restructuring discussions
- Identify approaches to establishing willing partnerships
- Identify potential restructuring processes
- Establish meeting plan (with who, why and when)

June 26, 2020

Saif Sumbal, Manager
Local Government and Housing
Ministry of Municipal Affairs and Housing
By email: Saifullah.sumbal@ontario.ca

Dear Mr Sumbal:

Hanover has a current population of about 8,000 people and is the second largest urban area in Grey County for a large surrounding rural area extending into the Municipalities of West Grey and Brockton. Hanover draws many people for shopping, sporting events, recreation and entertainment. In this regard, an independent study completed in 2015 found that Hanover draws from a population base of approximately 40,600 people within a 30-minute drive of the Town.

Hanover is able to draw from a large population based on the strength of its health care and other institutional services, educational, commercial, recreational, cultural and entertainment facilities. In recognition of this role, residents in the immediate area have become integrated with Hanover in many ways. For example, municipal employees, business owners, students, patients, recreational users, commercial clients, and commercial expenditures consist of a significant number of non-residents.

In consideration of this, in 2016 Hanover eliminated the Non-Resident Fees payable for a wide range of municipal services and programs, recognizing that Hanover and the surrounding area function as one community of interest. Depending on the facility and service, between 20% and 60% of the use of Town facilities is by non-residents.

There were about 4,670 jobs in Hanover in 2016 exceeding the actual size of the Hanover labour force of 3,000. This means that those who do not live in Hanover hold 30% of the jobs in Hanover. For many of the larger employers in the Town, at least half of their workforces are non-residents.

On January 1, 2000, approximately 925 acres of land to the north, south and east was added to Hanover through an amalgamation that happened at the same time as the overall restructuring of Grey County. Most of the lands added at the time have remained undeveloped because they are generally not suitable for development. While many other similar areas were amalgamated with surrounding Townships in Grey County to form larger municipalities (e.g., Markdale, Dundalk, Durham, etc.), this did not occur in Hanover and as a result, there are limited development opportunities currently available.

Hanover has also worked with the Municipality of West Grey on the designation and zoning of additional lands in West Grey for commercial development; however, the limited area made available, along with small lot areas, the nature of existing uses, and lack of servicing has meant that development has not occurred. The frustration of developers having to deal with multiple approval authorities has also been obvious.

Hanover recognizes that opportunities to develop within current boundaries remains a priority and in this regard is currently studying three special policy areas within the amalgamated lands to determine the feasibility of development; however, it is expected that a considerable amount of this land will not be suitable for development. Assisting Hanover in this regard is a project team led by Nick McDonald of Meridian Planning Consultants, a Registered Professional Planner with over 30 years of experience. Assisting with the restructuring component is Stephen Fournier, who has over 32 years of professional and progressive experience in planning, administration and management at the local and upper-tier levels of municipal government. Rounding out the project team are experts in the fields of forecasting and land needs, water and wastewater servicing, agriculture and natural heritage.

Given the lack of suitable land for development in the right places, Hanover has reached out to the surrounding Municipality of West Grey on multiple occasions to discuss boundary issues. However, no progress has been made. In recognition of this and other land availability challenges in the County, the County of Grey has developed a task force to deal with boundary challenges and other issues affecting Hanover and Owen Sound – the only two municipalities in the County that are wholly designated as primary settlement areas. However, this task force is in its infancy and it is not clear what will come of it.

In looking to the future, Hanover needs to find a long-term solution to its land needs that benefits not only Hanover, but its adjacent municipalities as well. In this regard, we would like to initiate discussions with adjacent municipalities, including Grey and Bruce Counties, the Municipalities of West Grey and Brockton, the Province and local leaders, in an effort to determine if an acceptable long-term solution for growth planning in the Hanover area can be agreed upon.

In an ideal world, and similar to what other small urban areas have enjoyed since amalgamations in 2000, this means expanding the boundaries of Hanover in a logical manner to allow for long-term comprehensive planning to take place and to ensure that multiple options for the development of additional needed housing, including affordable housing, and employment, commercial and institutional uses can be identified and implemented.

With all of the above in mind, Stephen Fournier will be in touch with you in early July to discuss this letter, answer any questions you may have and to set up a future virtual meeting with you and whomever else you think should be on a future call (members of your Council and your staff, for example). We very much hope that you will agree to a future virtual meeting in late-July and we are looking for any and all input on how we can plan for the future in a mutually beneficial way. While Stephen will be in touch with you soon, I am always available to answer any questions as well.

Respectfully,

A handwritten signature in black ink, appearing to read 'Brian Tocheri', written over a circular stamp or seal.

Brian Tocheri
CAO/Clerk

BT:bg

June 26, 2020

Bill Walker, MPP
Bruce-Grey-Owen Sound
By email: bill.walker@pc.olg.org

Dear Bill:

Hanover has a current population of about 8,000 people and is the second largest urban area in Grey County for a large surrounding rural area extending into the Municipalities of West Grey and Brockton. Hanover draws many people for shopping, sporting events, recreation and entertainment. In this regard, an independent study completed in 2015 found that Hanover draws from a population base of approximately 40,600 people within a 30-minute drive of the Town.

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Respectfully,



Brian Tocheri
CAO/Clerk

BT:bg

June 26, 2020

Kim Wingrove, CAO
Grey County
By email: kim.wingrove@grey.ca

Dear Kim:

Hanover has a current population of about 8,000 people and is the second largest urban area in Grey County for a large surrounding rural area extending into the Municipalities of West Grey and Brockton. Hanover draws many people for shopping, sporting events, recreation and entertainment. In this regard, an independent study completed in 2015 found that Hanover draws from a population base of approximately 40,600 people within a 30-minute drive of the Town.

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Respectfully,

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Brian Tocheri
CAO/Clerk

BT:bg

June 26, 2020

Sandra Datars Bere, CAO
Bruce County
By email: sdatarsbere@brucecounty.on.ca

Dear Sandra:

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In looking to the future, Hanover needs to find a long-term solution to its land needs that benefits not only Hanover, but its adjacent municipalities as well. In this regard, we would like to initiate discussions with adjacent municipalities, including Grey and Bruce Counties, the Municipalities of West Grey and Brockton, the Province and local leaders, in an effort to determine if an acceptable long-term solution for growth planning in the Hanover area can be agreed upon.

In an ideal world, and similar to what other small urban areas have enjoyed since amalgamations in 2000, this means expanding the boundaries of Hanover in a logical manner to allow for long-term comprehensive planning to take place and to ensure that multiple options for the development of additional needed housing, including affordable housing, and employment, commercial and institutional uses can be identified and implemented.

With all of the above in mind, Stephen Fournier will be in touch with you in early July to discuss this letter, answer any questions you may have and to set up a future virtual meeting with you and whomever else you think should be on a future call (members of your Council and your staff, for example). We very much hope that you will agree to a future virtual meeting in late-July and we are looking for any and all input on how we can plan for the future in a mutually beneficial way. While Stephen will be in touch with you soon, I am always available to answer any questions as well.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Brian Tocheri', written over a circular scribble.

Brian Tocheri
CAO/Clerk

BT:bg

June 26, 2020

Sonya Watson
CAO, Municipality of Brockton
email: swatson@brockton.ca

Dear Sonya:

Hanover has a current population of about 8,000 people and is the second largest urban area in Grey County for a large surrounding rural area extending into the Municipalities of West Grey and Brockton. Hanover draws many people for shopping, sporting events, recreation and entertainment. In this regard, an independent study completed in 2015 found that Hanover draws from a population base of approximately 40,600 people within a 30-minute drive of the Town.

Hanover is able to draw from a large population based on the strength of its health care and other institutional services, educational, commercial, recreational, cultural and entertainment facilities. In recognition of this role, residents in the immediate area have become integrated with Hanover in many ways. For example, municipal employees, business owners, students, patients, recreational users, commercial clients, and commercial expenditures consist of a significant number of non-residents.

In consideration of this, in 2016 Hanover eliminated the Non-Resident Fees payable for a wide range of municipal services and programs, recognizing that Hanover and the surrounding area function as one community of interest. Depending on the facility and service, between 20% and 60% of the use of Town facilities is by non-residents.

There were about 4,670 jobs in Hanover in 2016 exceeding the actual size of the Hanover labour force of 3,000. This means that those who do not live in Hanover hold 30% of the jobs in Hanover. For many of the larger employers in the Town, at least half of their workforces are non-residents.

On January 1, 2000, approximately 925 acres of land to the north, south and east was added to Hanover through an amalgamation that happened at the same time as the overall restructuring of Grey County. Most of the lands added at the time have remained undeveloped because they are generally not suitable for development. While many other similar areas were amalgamated with surrounding Townships in Grey County to form larger municipalities (e.g., Markdale, Dundalk, Durham, etc.), this did not occur in Hanover and as a result, there are limited development opportunities currently available.

Hanover has also worked with the Municipality of West Grey on the designation and zoning of additional lands in West Grey for commercial development; however, the limited area made available, along with small lot areas, the nature of existing uses, and lack of servicing has meant that development has not occurred. The frustration of developers having to deal with multiple approval authorities has also been obvious.

Hanover recognizes that opportunities to develop within current boundaries remains a priority and in this regard is currently studying three special policy areas within the amalgamated lands to determine the feasibility of development; however, it is expected that a considerable amount of this land will not be suitable for development. Assisting Hanover in this regard is a project team led by Nick McDonald of Meridian Planning Consultants, a Registered Professional Planner with over 30 years of experience. Assisting with the restructuring component is Stephen Fournier, who has over 32 years of professional and progressive experience in planning, administration and management at the local and upper-tier levels of municipal government. Rounding out the project team are experts in the fields of forecasting and land needs, water and wastewater servicing, agriculture and natural heritage.

Given the lack of suitable land for development in the right places, Hanover has reached out to the surrounding Municipality of West Grey on multiple occasions to discuss boundary issues. However, no progress has been made. In recognition of this and other land availability challenges in the County, the County of Grey has developed a task force to deal with boundary challenges and other issues affecting Hanover and Owen Sound – the only two municipalities in the County that are wholly designated as primary settlement areas. However, this task force is in its infancy and it is not clear what will come of it.

In looking to the future, Hanover needs to find a long-term solution to its land needs that benefits not only Hanover, but its adjacent municipalities as well. In this regard, we would like to initiate discussions with adjacent municipalities, including Grey and Bruce Counties, the Municipalities of West Grey and Brockton, the Province and local leaders, in an effort to determine if an acceptable long-term solution for growth planning in the Hanover area can be agreed upon.

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With all of the above in mind, Stephen Fournier will be in touch with you in early July to discuss this letter, answer any questions you may have and to set up a future virtual meeting with you and whomever else you think should be on a future call (members of your Council and your staff, for example). We very much hope that you will agree to a future virtual meeting in late-July and we are looking for any and all input on how we can plan for the future in a mutually beneficial way. While Stephen will be in touch with you soon, I am always available to answer any questions as well.

Respectfully,

A handwritten signature in black ink, appearing to read 'Brian Tocheri', written over a circular scribble.

Brian Tocheri
CAO/Clerk

BT:bg

June 26, 2020

Laura Johnston
CAO, Municipality of West Grey
By email: ljohnston@westgrey.com

Dear Laura:

Hanover has a current population of about 8,000 people and is the second largest urban area in Grey County for a large surrounding rural area extending into the Municipalities of West Grey and Brockton. Hanover draws many people for shopping, sporting events, recreation and entertainment. In this regard, an independent study completed in 2015 found that Hanover draws from a population base of approximately 40,600 people within a 30-minute drive of the Town.

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In consideration of this, in 2016 Hanover eliminated the Non-Resident Fees payable for a wide range of municipal services and programs, recognizing that Hanover and the surrounding area function as one community of interest. Depending on the facility and service, between 20% and 60% of the use of Town facilities is by non-residents.

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On January 1, 2000, approximately 925 acres of land to the north, south and east was added to Hanover through an amalgamation that happened at the same time as the overall restructuring of Grey County. Most of the lands added at the time have remained undeveloped because they are generally not suitable for development. While many other similar areas were amalgamated with surrounding Townships in Grey County to form larger municipalities (e.g., Markdale, Dundalk, Durham, etc.), this did not occur in Hanover and as a result, there are limited development opportunities currently available.

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Hanover recognizes that opportunities to develop within current boundaries remains a priority and in this regard is currently studying three special policy areas within the amalgamated lands to determine the feasibility of development; however, it is expected that a considerable amount of this land will not be suitable for development. Assisting Hanover in this regard is a project team led by Nick McDonald of Meridian Planning Consultants, a Registered Professional Planner with over 30 years of experience. Assisting with the restructuring component is Stephen Fournier, who has over 32 years of professional and progressive experience in planning, administration and management at the local and upper-tier levels of municipal government. Rounding out the project team are experts in the fields of forecasting and land needs, water and wastewater servicing, agriculture and natural heritage.

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In looking to the future, Hanover needs to find a long-term solution to its land needs that benefits not only Hanover, but its adjacent municipalities as well. In this regard, we would like to initiate discussions with adjacent municipalities, including Grey and Bruce Counties, the Municipalities of West Grey and Brockton, the Province and local leaders, in an effort to determine if an acceptable long-term solution for growth planning in the Hanover area can be agreed upon.

In an ideal world, and similar to what other small urban areas have enjoyed since amalgamations in 2000, this means expanding the boundaries of Hanover in a logical manner to allow for long-term comprehensive planning to take place and to ensure that multiple options for the development of additional needed housing, including affordable housing, and employment, commercial and institutional uses can be identified and implemented.

With all of the above in mind, Stephen Fournier will be in touch with you in early July to discuss this letter, answer any questions you may have and to set up a future virtual meeting with you and whomever else you think should be on a future call (members of your Council and your staff, for example). We very much hope that you will agree to a future virtual meeting in late-July and we are looking for any and all input on how we can plan for the future in a mutually beneficial way. While Stephen will be in touch with you soon, I am always available to answer any questions as well.

Respectfully,



Brian Tocheri
CAO/Clerk

BT:bg



June 30, 2020

The Honourable Steve Clark,
Minister of Municipal Affairs and Housing,
17th Floor
777 Bay St.,
Toronto, ON, M5G 2E3

Minister Clark:

Town of Hanover Restructuring Project

It has been some time since we last spoke about municipal matters. I hope all is going well for you during these times.

I am currently engaged, as a team member for a future growth needs project with the Town of Hanover, the details of which are set out in the brief summary below.

Hanover recognizes that opportunities to develop within current boundaries remains a priority and in this regard is currently studying three special policy areas within the annexed lands to determine the feasibility of development; however, it is expected that a considerable amount of this land will not be suitable for development. To assist Hanover in this regard the Town has engaged a project team led by Nick McDonald of Meridian Planning Consultants. I am responsible for the restructuring component. Rounding out the project team are experts in the fields of forecasting and land needs, water and wastewater servicing, agriculture and natural heritage.

In looking to the future, Hanover needs to find a long-term solution to its land needs that benefits not only Hanover, but its adjacent municipalities as well. In this regard, we have formally initiated the first step through written invitations for discussions with adjacent municipalities, including Grey and Bruce Counties, the Municipalities of West Grey and Brockton, the Province (Western MSO staff and local MPP Bill Walker) and local leaders, in an effort to determine if an acceptable long-term solution for growth planning in the Hanover area can be agreed upon.

On behalf of our team I wish to inform you of the initial steps we have taken to engage the key players and stakeholders at the outset of this process and, at the same time, seek your guidance and advice as we begin to move forward with this

project. I will keep you informed our progress as we move forward.

Thank you and I look forward to hearing from you.

Sincerely,

Steve Fournier

Steve Fournier,
Fournier Consulting Services
1456 County Road 8
RR 1, Delta ON, K0E 1G0
E: stephen.fournier@icloud.com
M: 613 640 1416

**Ministry of
Municipal Affairs
and Housing**

Municipal Services Office
Western Ontario
2nd Floor
659 Exeter Road
London ON N6E 1L3
Tel.: 519 873-4020
Toll Free: 1 800-265-4736
Fax: 519 873-4018

**Ministère des
Affaires municipales
et du Logement**

Bureau des services aux municipalités
de l'Ouest de l'Ontario
2^e étage
659 Exeter Road
London ON N6E 1L3
Tél.: 519 873-4020
Toll Free: 1 800-265-4736
Télé.: 519 873-4018



Log# 234-2020-2695

July 29, 2020

Steve Fournier
Fournier Consulting Services
stephen.fournier@icloud.com

Dear Steve Fournier:

Thank you for your email sent on June 30, 2020 to Minister Clark regarding the future growth needs project with the Town of Hanover. It has been forwarded to my office for response. Thank you for writing to the ministry.

The requirements for municipal restructuring are set out in Part V of the Municipal Act and related regulations. We will be happy to share information with you about the restructuring and land use planning processes and answer your questions.

I understand that staff from Municipal Services Office-Western Ontario have already been in contact with you regarding this matter and a meeting has been scheduled with you for August 5, 2020. I hope you will find the meeting useful.

Should you have any questions about the restructuring process, please continue to contact Charlotte Caza, Municipal Advisor in this office at charlotte.caza@ontario.ca or by telephone at 519-873-4690 or 1-800-265-4736.

Once again, thank you for your letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ian Kerr", with a stylized flourish at the end.

Ian Kerr
Regional Director
Municipal Services Office Western Ontario

November 17, 2020

The Honourable Lisa Thompson, Huron-Bruce, MPP:

Earlier this year the Town of Hanover embarked on its Phase 2 Growth Management Strategy and Re-structuring-Municipal Engagement Project. The firms of Meridian Planning Consultants and Fournier Consulting Services were engaged by the Town for this purpose. The project is designed to find a long-term solution to its land needs that benefits not only Hanover, but adjacent municipalities as well. In this regard the Town initiated on June 26, 2020, discussions with Grey and Bruce Counties and the Municipalities of West Grey and Brockton, the Province (MPP Bill Walker' office and the the Western MSO-MMAH -London office) and local leaders in an effort to determine if a long-term solution for growth planning in the Hanover area can be agreed upon. Copies of the initial contact letters for Bruce County and the Municipality of Brockton are attached for your review and information.

The Town of Hanover subsequently held initial meetings with the County of Bruce and the Municipality of Brockton on September 4th and November 4th, respectively. In the latter meeting it was brought to our attention by the Mayor of Brockton, Chris Peabody, that you need to be informed and invited to participate in the engagement process. The purpose of this email is to address this matter and take steps to determine your availability for a follow-up phone call or virtual meeting in order to provide you and your office with additional details on the process, the steps taken to date and answer any questions you may have about the project.

I look forward to discussing the project in more detail with you in the near future.

Thank you,
Stephen Fournier

Fournier Consulting Services
1456 County Road 8
RR 1, Delta, ON
K0E 1G0
E: stephen.fournier@icloud.com
M: 613 640 1416

December 2, 2020

Christine Robinson
Mayor
Municipality of West Grey,
By Email: mayor@westgrey.com

Dear Mayor Robinson:

Re: Town of Hanover Engagement Letter June 26, 2020

I hope you and all members of your council are doing well in these times.

The purpose of this letter is to follow up on a letter from our CAO/Clerk, Brian Tocheri, that was emailed to your CAO, Laura Johnston, on June 26, 2020, regarding the Town of Hanover's plan to initiate discussions with our adjacent neighbours, including Grey and Bruce Counties, the Municipalities of West Grey and Brockton, the Province and local community leaders. Our objective is to determine if an acceptable long-term solution for growth planning in the Hanover area can be explored and agreed upon. A copy of the letter is attached.

The responses to this invitation to date have been positive and constructive. Initial meetings with Bruce and Grey Counties, Brockton, the provincial Ministry and local MPP offices have been held and follow-up meetings are being scheduled. However, our consultant, Stephen Fournier, has informed our CAO that following an initial email response on July 10, he has not received any further responses from your CAO, Ms. Johnston to his emails on July 11 and August 14, 2020. Our objective today, as it was back in June, is to set up an initial meeting with your municipality and provide more details and answer any questions about the Town's engagement process.

I would appreciate it if you could confirm you have presented the letter to your council, and, if so, has council provided you or your staff with any direction regarding the invitation? If not, do you believe your council will consider our invitation anytime in the near future?

I look forward to your reply at your earliest convenience.

Respectfully,



Sue Paterson
Mayor
Town of Hanover

cc. Brian Tocheri , CAO/Clerk

December 2, 2020

Laura Johnston
Chief Administrative Officer,
Municipality of West Grey,
By Email: ljohnston@westgrey.com

Dear Laura:

Re: Town of Hanover Engagement Letter June 26, 2020

I hope you and your staff are doing well in these times.

The purpose of this letter is to follow up on my letter of June 26, 2020 regarding the Town of Hanover's intention to initiate discussions with our adjacent neighbours, including Grey and Bruce Counties, the Municipalities of West Grey and Brockton, the Province and local community leaders, in an effort to determine if an acceptable long-term solution for growth planning in the Hanover area can be explored and agreed upon. A copy of the letter is attached.

The responses to this invitation to date have been positive and constructive. Initial meetings with Bruce and Grey Counties, Brockton, the provincial Ministry and local MPP offices have been held and follow-up meetings are being scheduled. However, our consultant, Stephen Fournier, has informed me that following your initial email response on July 10, he has not received any further responses from you to his emails on July 11 and August 14 to set up an initial meeting to provide more details and answer any questions about the Town's engagement process.

I would appreciate it if you could confirm you have presented the letter to your council, and, if so, has council provided you with any direction regarding the invitation? If not, do you believe your council will be considering my invitation anytime in the near future?

I look forward to your reply at your earliest convenience.

Respectfully,



Brian Tocheri
CAO/Clerk

STAGE 3 - APPENDIX D
Initial & Follow-up Meetings & Correspondence with
all Provincial, Municipal and Community Partners:

Town of Hanover
Local Growth Management Scoped Comprehensive Review
Phase 2 - Restructuring & Community Engagement
Component

Stages 1-3 Summary Report for Circulation to The Ministry of Municipal Affairs
and Housing, Western Municipal Services Office, Minister Bill Walker and

Minister Lisa Thompson

Prepared by Fournier Consulting Services for Meridian Planning Consultants
January 6, 2021

Stage 3- Appendix D-Initial & Follow-up Meetings & Correspondence with all Provincial, Municipal and Community Partners:

- #1-Follow-up to June 26 2020 Letter from Brian Tocheri
- #2-Hanover Follow-Up Meeting Summary Notes;
- #3-Minister Walker Response by Mayor Paterson re: Hanover Municipal Restructuring Engagement Project, December 8, 2020;
- #4-Indigenous Communities Grey and Bruce Counties; and
- #5-Community Leaders Invitation December 22, 2020.

Follow-up Email with all Provincial and Municipal Recipients on July 9, 2020
Re: Letter From Brian Tocheri, CAO, Town of Hanover, June 26, 2020

Good morning

I hope all is going well for you during these times.

The purpose of this email is to initiate the follow up contact that Brian made reference to in his letter of June 26th.

It is a busy time for all and with the summer season upon us I thought it best to email you and schedule a convenient time to speak about the letter, answer any questions directly, or through Brian and set up a future virtual meeting with you and any members of Council, or staff you may wish to have present at the meeting.

Please advise of your availability at your earliest convenience. I look forward to your reply, our discussion regarding the letter and meeting with you and your colleagues in the near future.

Thank you,

Stephen Fournier

Fournier Consulting Services Fournier Consulting Services,

1456 County Road 8,

RR 1, Delta, ON

K0E 1G0

E: stephen.fournier@icloud.com

M: 613 640 1416

Town of Hanover, Follow-up Meetings with the Recipients of the Community
Engagement Letter from Brian Tocheri, CAO, Delivered by Email on June 26, 2020,
Regarding the Town's Long-Term Growth & Community Engagement Project
Meeting Summary Notes
Compiled by Fournier Consulting Services (FCS)
July 16- November 30, 2020

Typical Meeting Agenda



Town of Hanover Municipal Restructuring Engagement
Working Agenda for
Initial Contact & Meetings with the Municipal Services Office-Western
Municipal Affairs & Housing Manager & Staff
August 5, 2020
2:00 pm

- Welcome – Stephen Fournier:
- Introductions-Name and title/position- All participants:
- Topics for Discussion:
 - Hanover and Area Long Term Growth Needs as outlined in the letter from Brain Tocheri, CAO, Town of Hanover, June 26, 2020 –Nick McDonald;
 - The Engagement Process-Stephen Fournier;
 - Q & -A open session regarding the letter and process- All participants;
and
 - Provide guidance and advice; determine the key requirements; and
establish communication protocols for up dates and status reports on the
engagement process- MSO-Western Manager and Staff.

- Concluding Remarks:
 - Note: Meeting summary notes will be compiled by Stephen Fournier and distributed to all participants

The County of Grey

Date: July 16, 2020

Initial Telephone Meeting, 3:30 pm – 4:00 pm.

Participants: Kim Wingrove, CAO; Randy Scherzer, Director of Planning and Stephen Fournier, FCS

Meeting Summary Notes:

S. Fournier- introductory comments:

- The purpose of this conversation is to follow up on the letter from Brian Tocheri, CAO, Hanover, answer any preliminary questions and elaborate on the Town's project and determine next steps in the process;
- FCS and Meridian Planning Consultants (MPC) contracted by the Town to (a) MPC study special policy areas to determine the feasibility for development; and (b) FCS to assist with the restructuring component;
- The Town's overall objective is to find a long-term solution beyond the legislated planning horizons of 20-25 years, to its land needs that will benefit adjoining municipal neighbours, including the Bruce and Grey Counties; and
- These solutions may range from formal restructuring proposals (e.g., annexation, amalgamation) to inter-municipal agreements; whatever works so long as it is beneficial and agreeable to all municipalities involved.

Kim Wingrove:

- Letter of June 26th is well written with lots of important information; and
- County staff are aware of the long standing reluctance of West Grey to work with the Town; working on solutions that benefits all merits consideration.

Randy Scherzer:

- County staff earlier this year obtained Council approval to proceed with the formation of the Hanover-Owen Sound Task Force (HOSTF) which will examine the economic and social factors affecting these communities, which are the only two municipalities that are fully designated as Primary Settlement Area in the County;
- As such, County staff do not see the HOSTF directly focused or devoted entirely to future land supply;
- County staff expect Council to move forward with a report in late July to convene the HOSTF and confirm the details of its mandate, goals and objectives; and
- In addition County staff noted the work by HOSTF may also 'inform' another report that staff brought forth on the future growth and boundaries in the

County's primary settlement areas and have noted the County's plans to start researching the opportunities for longer term growth solutions that will result in a win-win situation. This report will update the 20-25 year growth projections in the County's Official Plan from 2038 to 2045 as part of a Growth Management Study update. County staff will forward a copy of the initial report (PDR-CW-17-20) to FCS.

Kim Wingrove:

- Noted the Town's efforts over many years to pursue boundary adjustments by annexation with West Grey have not materialized for a number of reasons.

FCS responded:

- That the Town's focus this time around will involve an engagement process that is designed to open up the doors for discussions on all options from formal restructuring (e.g., annexation, amalgamation) to inter-municipal revenue/expenditure sharing agreements; the overriding objective is to find a solution that is acceptable to all involved, including municipalities, community members and land owners.

Kim Wingrove:

- Noted the position taken by the Magwoods and their objections to any boundary adjustments that may affect their land holdings adjacent to the Town; and
- Referred to the need for a restructuring order to be supported by a compelling case (by the Town) that demonstrates any boundary change is clearly in the public interest.
- Acknowledged and expressed appreciation for the Town's efforts to engage both the upper-tier Counties of Bruce and Grey and the respective local municipal jurisdictions; seen as a methodical and transparent process.

FCS concluding comments:

- Appreciated the opportunity to speak to County staff, will report back to Hanover CAO and discuss the next steps in the process with the Hanover team for a future meeting with the County and the Town of Hanover.

MPP Bill Walker's Office:

July 30, 2020

Virtual Zoom Meeting 10:45 am- 11:00 am

Participants: MPP, Minister Bill Walker; Chris Fell, EA; Chad Richards, Senior Communications Advisor¹; and Stephen Fournier, FCS

Meeting Summary Notes:

FCS- S. Fournier- introductory comments:

¹ Chris fell advised FCS that Chad Richards is no longer with Minister Walker's office on October 26, 2020.

- The purpose of this conversation is to follow up on the letter from Brian Tocheri, CAO, Hanover, answer any preliminary questions and elaborate on the Town's project and determine next steps in the process;
- FCS and Meridian Planning Consultants (MPC) contracted by the Town to (a) MPC study special policy areas to determine the feasibility for development; and (b) FCS to assist with the restructuring component;

Minister Bill Walker:

- The County of Grey has initiated a Task Force for the County's two primary settlement areas, Hanover and Owen Sound;
- The restructuring initiative by Hanover is premature; the Town should step back, let the process unfold and work towards local solutions once the Task Force completes its work;
- The concern is one of duplication of effort and the work of the County Task Force must be completed before Hanover takes any steps to engage its municipal neighbours;
- There is no support for any ministerial orders to change the Town's boundaries at present; and
- Once the Task Force has completed its work, Mr. Walker offered to participate in future meetings.

FCS-S. Fournier:

- Concurred with Minister Walker's concerns over duplication of effort and advised that FCS would follow up on this matter with County staff and get back to his office;
- Re-iterated the Town's overall objective is to find a long-term solution, beyond the legislated planning horizons of 20-25 years, to its land needs that will benefit adjoining municipal neighbours, including Bruce and Grey Counties;
- Noted these solutions may range from formal restructuring proposals (e.g., annexation, amalgamation) to inter-municipal agreements; whatever works so long as it is beneficial and agreeable to all municipalities involved; and
- Advised the Town is also working with the MSO –Western office, MMAH in London as directed by Minister Clark's office.

In closing FCS was advised to follow-up through Minister Walker's EA, Chris Fell.

Ministry Of Municipal Affairs and Housing

Municipal Services Office-Western (MSO-Western)

Date: August 5, 2020

Virtual Skype Meeting, 2:00 pm- 2:45 pm

Participants:

Town of Hanover: Mayor Sue Paterson; Deputy Mayor Selwyn Hicks; CAO, Brian Tocheri;

and Director of Development/CBO Don Tedford

MSO-Western: Manager, Local Government and Housing, Saifullah Sumbal; Municipal Advisor, Charlotte Caza; Manager Community Planning and Development, Erick Boyd; Planner, Tyler Shantz; Team Lead, Planning, Micelle Knieriem; and Planning Co-op student, Caleb Miller.

Consultants: Nick McDonald, Meridian Planning Consultants; and Stephen Fournier, FCS.
Meeting Summary Notes:

Nick McDonald-MPC:

- Summarized the planning approach and studies undertaken by Hanover;
- Current effort involves a long-term approach, looking at planning and development opportunities within and outside the Town's boundaries as opposed to continually running into a 'wall' in efforts to date with an adjacent municipality and landowner;
- The Town's SPA's are undeveloped and some have proven to be undevelopable, MPC will examine all areas and determine what is developable together with the land requirements in excess of what has been identified;
- Within Grey County, the Town has spent and devoted considerable resources, and has decided to carefully examine the longer-term opportunities and constraints for growth/land needs within and outside its boundaries;
- The work extends beyond the legislated 20-25 planning horizons and will also focus on its ability to plan for growth over the 50-100 year horizon that involves discussions with key stakeholders to arrive at could be a 'win-win' solution for all participants;
- The Town started the process recently through letters of engagement (June 26, 2020) with adjacent municipal neighbours at both the upper-tier and local levels.

S. Fournier-FCS:

- Elaborated on the engagement process, noting it involves the Counties of Bruce and Grey and the Municipalities of West Grey and Brockton, as well as key community leaders and stakeholders; and
- The objective is to arrive at solutions that may range from formal restructuring proposals (e.g., annexation, amalgamation) to inter-municipal agreements; whatever works so long as it is beneficial and agreeable to all municipalities involved.

Key Discussion Points:

Engagement Process Follow-Up Questions:

- S. Fournier, confirmed FCS contacted Minister Clark's office, early in the process and was directed by the office to work directly with the Western MSO London office;
- S. Fournier also confirmed that FCS conducted a virtual meeting with MPP Bill Walker and staff (in response to the Town's engagement letter of June 26th) on

July 30th, at which time the concerns raised by Mr. Walker about the duplication of work by the Hanover and the County of Grey Hanover-Owen Sound Task Force will be followed up with County staff; and

- Mayor Paterson advised the concerns would be considered and addressed once the mandate for the Task Force is formalized later this month.

Timing:

- With municipal elections in the fall of 2022, work must be completed before January 2022, and ideally by the fall of 2021.

Stakeholders:

- Indigenous consultations- required to inform all indigenous partners within 100-125 km. radius and can be identified by contacting all municipal Clerks/CAOs involved in the process;

MSO-Western office expectations and comments by Staff:

- All willing partners come to the table and develop a locally driven restructuring document that meets legislative requirements and has been locally approved by all councils for consideration and approval by the Province;
- The local restructuring documents must identify the location and amount of lands in the restructuring agreement- the MSO-Western office can provide restructuring examples to help the Town;
- The approach to invite all participants to work together, including the active role at the County level is good; and
- The underlying concern- one of transparency- is the restructuring process and agreements and must be locally driven and developed- if the matter comes to MSO-Western office because, for example, a party refuses to participate let the office know and we can look at whether there are any options or not through consultations with Ministry staff. In the past the Province has helped where there is a clear demonstration that the municipality has in fact completed all of the due diligence and a strong provincial interest case can be made.

Deputy-Mayor, Selwyn Hicks:

- Noted the Town has invested a lot of time and resources in various meetings over the last twenty years; this latest process may, or may not lead to a solution.

MSO-Western office Staff

- Staff also noted that the Province brought in a facilitator involving 2-3 consultations to help move the restructuring process along in the past. Important to leave no stone unturned to arrive at a strong case of provincial interest; and
- Suggestion that regular monthly or bi-weekly meetings to up-date and/or seek guidance of the Western MSO acknowledged by all participants.

The County of Bruce

Date: September 4, 2020

Virtual Zoom Meeting, 9:00 am- 9: 45am.

Participants:

County of Bruce: CAO, Sandra Datars Bere; Director of Corporate Services, Edward Henley; Director of Planning and Development, Kara Van Myall; and Director of Transportation and Environmental Services, Miguel Pelletier

Hanover: CAO Brian Tocheri

Consultants: Nick McDonald, Meridian Planning Consultants; and Stephen Fournier, FCS.

Meeting Summary Notes:

Introductory Remarks-N. McDonald, Meridian Planning Consultants (MPC):

- Highlighted Hanover's regional context and role;
- Reviewed maps showing the Town's annexation history;
- Noted the County of Grey initiatives, including updating the 20-25 year planning horizon and the Hanover-Owen Sound Task Force (Hanover and Owen Sound are the only designated urban settlement areas in the County Official plan) which will focus on economic and social issues affecting the two urban areas;
- Current effort involves a long-term approach, looking at planning and development opportunities within and outside the Town's boundaries;
- MPC will examine all of the Town's SPA's and determine what is developable together with the land requirements in excess of what has been identified;
- The Hanover initiative also extends beyond the legislated 20-25 planning horizons and will focus on its ability to plan for growth over the 50-100 year horizon- an engagement process that will involve discussions with the Town's adjacent municipalities in both Bruce and Grey Counties.;

S. Fournier, Fournier Consulting Services (FCS):

- Elaborated on the engagement process, noting it involves the Counties of Bruce and Grey and the Municipalities of West Grey and Brockton, as well as key community leaders and stakeholders;
- The objective is to arrive at solutions that may range from formal restructuring proposals (e.g., annexation, amalgamation) to inter-municipal agreements; whatever works so long as it is beneficial and agreeable to all municipalities involved at the upper and local levels;
- The Town has informed with both the Ministry's Western MSO and local MPP Bill Walker's office about the process initiated by the Town; and
- Given the County's legislative role in planning, the municipal engagement process with starts with discussions with both Bruce and Grey Counties in order to inform, seek guidance and support for the Town's approach before meeting with the local municipalities of Brockton and West Grey.

CAO, Sandra Datars Bere:

- Need to understand and figure out the opportunities for growth and the approach to access lands for development, are we talking residential, commercial; and
- An approach involving, for example, amalgamation, which Hanover indicated they are considering, could be discussed.

Open Discussion:

- MPC/FCS-The Town's focus in on land supply and readiness for development, commercial or residential or other;
- B. Tocheri-in the past the Town focused on more formal restructuring approaches such as annexation, however, today the Town is open to a wide range of approaches to meet future land needs, from more formal restructuring such as a amalgamation to inter-municipal servicing-development agreements that meets future growth needs and benefits all municipal participants (e.g. developer pays for services and municipal partners share revenues (taxes);
- M. Pelletier- operational and engineering opportunities for sharing could involve such areas as waste management and, water and waste water; planning for growth and working together merits more discussion through this engagement process;

CAO, Sandra Datars Bere:

- While there are challenges, there is some interest in supporting Hanover in its activities County staff is willing to continue participation; and
- As the County provides planning services to Brockton, County planning staff is available to be at the table and participate in any meetings between Brockton and Hanover on this matter (recognizing this is best at the joint request of Hanover and Brockton).

The meeting concluded with County staff advising the matter has not been shared or discussed with County Council and that plans to do so should happen soon.

The Municipality of Brockton

Date: November 4, 2020

Virtual Zoom Meeting 11:00 am- 12:00 pm.

Participants:

Municipality of Brockton: Mayor, Chris Peabody; Councillor, Tim Elphick; Clerk, Fiona Hamilton; and CAO, Sonya Watson.

Hanover: Mayor Sue Paterson; Deputy-Mayor Selwyn Hicks; CAO, Brian Tocheri; and Director of Development/CBO, Don Tedford;

Consultants: Nick McDonald, Meridian Planning Consultants (MPC); and Stephen Fournier, FCS.

Meeting Summary Notes

Introductory Remarks: Mayor Paterson welcomed everyone and expressed appreciation

on behalf of the Town of Hanover for the willingness and interest by the Municipality of Brockton to meet with the Town. Mayor Peabody thanked the Town for this opportunity to meet and determine if there is any mutual interest to continue discussions.

Steve Fournier outlined the agenda for today's meeting. All participants introduced themselves.

Nick McDonald, MPC, commented on the Town's long-term planning and growth needs and the community engagement project set out in the letter from the Town of Hanover dated June 26, 2020. Specific points included:

- There are two (2) components to the Town's Phase 2 Project; (1) the Local Growth Management Strategy (GMS), a scoped comprehensive review, while focusing on land needs and availability for development within the current boundaries over the next 20-25 years, as well as longer term solutions beyond the Town's current boundaries and 20-25 year planning horizon. This component involves a team of consulting firms working with MPC to determine the location and amount of lands available for development based on long term employment, population and housing needs, water and sewer capacities and infrastructure needs, development impacts on agricultural lands and environmental areas; and (2) the restructuring and municipal engagement component focusing on long-term growth solutions that may be developed by the Town with the neighbouring municipalities that will be addressed by FCS later in the meeting;
- Hanover's boundaries are serving as a constraint to its regional role, with a population of 8000 persons, it is experiencing solid growth as the second largest of two primary urban areas in Grey County that serves over 40,000 persons within a 30 minute drive, a key shopping, retirement, community services and facilities and an health care centre. The Town recognized its regional role and removed non-residential fees for all facilities. As an employment centre, thirty (30) percent of its employment base live outside of the Town, all of which underpins the Town's need to look for mutual long term solutions for to meet future growth needs and land requirements for the Town and neighbouring municipalities;
- The boundary challenges since 1976 were highlighted, including adjustments and urban fringe policies (no new livestock) in 1979 and 1998, the 2000 boundary adjustment involving expansions (925 acres) to the north and south, much of which is constrained and undevelopable; the 2010 initiative by the Town that identified potential areas of expansion involving an extensive study of lands to the east of the Town that ultimately did not receive any provincial support, and lastly the Grey County and Town initiatives in 2012 and 2014 involving parcels of land to the east that opened up the door for discussions with the Municipality of West Grey that never really came to fruition;
- In West Grey the one of significant 'constraints' involves the amount of land and

assembled by the Magwood family to the east of the current town boundary. The family is not supportive of any development, typically responds to development/boundary adjustment proposal through a solicitor, the livestock facility directly impacts urban expansion, which has also contributed to the difficulties the Town has encountered over the last 20 years;

- In the Phase 2 project the Town is initially looking at its urban growth needs and available land supply within the current boundaries. The lands in Special Policy Area (SPA) #1 and #4, involving lands owned by OPG are not suitable and all of SPA #4 cannot be developed; most of the area in SPA # 2 is constrained, while all of the lands in SPA #3 are constrained. Together the SPAs within the current Town boundary have some development potential but all indications so far are that these lands will not meet the Town's long-term needs;
- Using a combination of Bruce and Grey County maps, growth constraints and opportunities were summarized. All efforts to the south-east have resulted in no take up, or support, while looking at the north and west makes sense for growth within and beyond the 20-25 year horizon, including lands in the Municipality of Brockton owned by George Davis and others, there are table lands by County Rd. 28 and services have been extended; and
- Concluded with the observation that the Town's project is in its early stages, Hanover must work with provincial policies while focusing on long-term solutions.

Responses to questions raised by Mayor Peabody:

- Nick McDonald indicated there are 12 hectares of residential land and 25 (acres/hectares??) of industrial land on the north end of County Rd 28 and on the other side of County Rd. 28 at the south end, West Grey did not help; and given the fact the parcels are small and did not front on a main road, there was no take up;
- Brian Tocheri added there is a lot of (political) history when you look at the opportunities for development on lands immediately adjacent to its boundaries, there was no interest or any desire (or good reasons) by West Grey to work out a rational and beneficial decision;
- Don Tedford added there were three (3) applicants, the Township was not co-operative and did not process the applications;
- Nick McDonald concluded there was no shared desire to work together and benefit with Hanover due to the personalities and history of the of the relationship between Hanover and West Grey; and
- Brian Tocheri added that the opportunities through team efforts and considering such vehicles as amalgamation may also help to position Hanover and its municipal neighbours to move forward.

Mayor Peabody indicated he would like to enhance the working relationship with Hanover; he is open to and willing to take the matter to his Council. He asked about the

development opportunities the Davis property along Bruce County Rd. 10. Nick McDonald's response—there is 50 hectares to the northeast and another 10 or so to the south east/west?? That will accommodate up to 500-600 residential units over time. Another parcel of land owned by a family in Burlington also entered the discussion. Nick McDonald stressed the Town is in its early days and must carry out the next steps in its Phase 2 project before making any final decisions. This portion of the meeting concluded with (a) a reference to a recent amalgamation involving Ingersoll that could serve as a good template, which Nick McDonald indicated could be added to the many templates the Town's consulting team has gathered to date; and (b) in response to Mayor Peabody, Steve Fournier indicated he will make contact with MPP Lisa Thompson and inform her office of the Town's restructuring engagement process activities taken to date and planned in the future.

Steve Fournier summarized the restructuring—municipal engagement component as follows:

- Noted the municipal engagement process involves the Counties of Bruce and Grey and the Municipalities of West Grey and Brockton, as well as key community leaders and stakeholders;
- The focus centers on determining the best solution to meet land supply needs within and beyond the 20-25 year planning horizon;
- The objective is to arrive at solutions that may range from formal restructuring proposals (e.g., annexation, amalgamation) to inter-municipal agreements; whatever works so long as it is beneficial and agreeable to all municipalities involved at the upper and local levels;
- The Town has informed both the Ministry's Western MSO and local MPP Bill Walker's office about the process initiated by the Town; MPP Walker expressed concern over the duplication of effort by both the Town and Grey County regarding future growth and boundary adjustments, which the Town is addressing through discussions with County staff;
- Given the County's legislative role in planning, the municipal engagement process started with discussions at the County level in order to inform, seek guidance and support for the Town's approach before meeting with the local municipalities of Brockton and West Grey; and noted to date that there has been no response from the Municipality of West Grey to the Town's invitations and efforts to engage the municipality in the process; and
- The Town plans to complete the municipal engagement steps and report back to the Ministry's Western MSO office and MPP Walker's office on its engagement efforts for any further comments and advice. In the final stage the Town will make decisions on how to best move forward to fulfill its long-term growth needs.

Nick McDonald also noted:

- The engagement process is extensive and transparent, involves all stakeholders

and spending the time to talk to everyone. The town wants to get it right and arrive a clear and decisive course of action. It is a process that involves listening carefully, finding partners that are willing and open to solutions, and documenting the steps taken along the way;

- As the process unfolds so will the priorities, hopefully in short order; and
- It is becoming clear that Hanover will be short of commercial and industrial lands while residential land needs may be close (in the 20-25 year planning period?).

Councillor Tim Elphick noted it would be necessary to look beyond discussions on long-term land supply solutions and also think about the long-term capital works planning required to support future land needs. Discussion concluded on the need for political commitment to a willing partnership between all municipal partners at the table.

Sonya Watson, CAO, raised the question about timing for this project and the next municipal election. Steve Fournier indicated ministry staff at the Western MSO-London office also raised this matter, and as such, the Hanover team is mindful and of the timelines.

Mayor Paterson thanked all present for the opportunity to initiate a discussion on the Town and Brockton's future land growth needs and the potential for a win-win solution.

Mayor Peabody concluded the meeting by indicating he is willing to listen and take back the Town's offer to continue the conversation for consideration by the Brockton Council.

Telephone Call with Sandra Datars Bere, CAO, Bruce County,
November 13, 2020, 9:15-9:30 am Draft Summary Notes

S. Fournier, (FCS) advised purpose of the call was to inform Sandra of the current steps and tasks undertaken by the Town of Hanover in its municipal long-term growth engagement process, including:

- FCS will forward a draft of the summary notes for the initial meeting between the Town and the Municipality of Brockton on November 4, 2020;
- Indicated there appears to be a willingness by both the Town and Brockton to explore the opportunities for mutually beneficial long-term growth strategies;
- Ascertained with Sandra that the best way to involve and inform the County of Bruce regarding the Hanover-Brockton engagement steps rests with whatever approach Brockton's CAO is most comfortable with, staff or elected representation, or any other means. Sandra indicated she will follow up on the matter with Sonya Watson; and
- FCS concluded by covering the steps that will be undertaken by the Town over

the next 2-4 weeks, including:

- Telephone meetings by FCS with community leaders primarily in West Grey. Indicated a preliminary telephone call was held by FCS with George Davis, landowner in Brockton, who expressed interest in developing his lands;
- A meeting has been scheduled on November 24, 2020, with the Grey County CAO and Planning Director to ensure the long-term growth land needs and planning (20-25 years) initiatives by Hanover and the County do not result in a duplication of effort;
- Hanover will attempt one more outreach effort with the Township of West Grey as a final follow-up to the Town's letter of June 26, 2020. FCS also acknowledged the constraints imposed by a large landowner in West Grey over any efforts by the Town to expand its boundaries eastward;
- Additional meetings with staff at the MMAH-Western MSO office in London and MPP Bill Walker's office will be held to inform and seek any further guidance on the Town's engagement strategies, before the Town makes any decision(s) on how to best move forward; and
- In the meeting with Brockton FCS agreed with Mayor Peabody's request to involve MPP Lisa Thompson in the process- plans to do so will follow shortly. Sandra advised she would check with staff and forward contact information for the MPP's office E. A. staff.

County of Grey:

November 24, 2020

Virtual Zoom Meeting 2:00 - 2:50 pm.

Participants: CAO, Kim Wingrove and Director of Planning Randy Scherzer, Grey County; Brian Tocheri, CAO/Clerk, Hanover; Nick McDonald, Meridian Planning Consultants (MPC); and Stephen Fournier, FCS

Meeting Summary Notes:

FCS- S. Fournier- introductory comments:

- Thanked County staff for clarifying the mandate of the Hanover-Owen Sound Task Force (HOSTF) (referenced in the minutes of the Inaugural Meeting of the HOSTF held on September 1, 2020), which will be shared in a follow-up report with Minister Walker's office;
- The purpose of today's meeting is to discuss the County's report (PDR-CW-17-2020-Municipal Growth Boundaries Planning Report dated March 12, 2020) and determine to what extent the work carried out by the County may overlap the work carried out under the Town of Hanover's municipal restructuring-engagement process; and
- The Town is planning to report back to the staff at the Western MSO Ministry

office and Minister Walker's office on the responses to the Town's invitation of June 26, 2020, by Grey and Bruce Counties and the Municipalities of Brockton and West Grey in the near future.

Randy Scherzer:

- Staff raised the matter of future growth boundaries earlier this year. The focus is on identifying additional land for future growth in all settlement areas within Grey County within the 20-25 planning horizon- a global approach;
- Growth projections (population, housing, employment) within the 20-25 year horizon will be up-dated;
- The project will also involve research and compilation of best practices on how municipalities are dealing with future growth needs through not only formal restructuring (annexations, amalgamations) agreements but also inter-municipal agreements on servicing, and new development costs and revenue sharing;
- Staff findings will be presented to Council in the first half of 2021; and incorporated into the County's planning documentation as special policies to provide a 'win-win' context for those municipalities who wish to meet future growth needs by working together; and
- Regarding these special policies, Hanover is ahead of the curve through its current efforts, and if other municipalities choose to follow they can consult with the County and initiate the process on their own using the County policy framework.

Nick McDonald (MPC):

- It is inevitable that there will be overlap between the Town and County and their respective future planning initiatives, but the two processes, while complementary, are different in terms of the planning period for updating land needs. The County's project is focused on the 20-25 year time frame, while the work by Hanover extends well beyond the mandated planning framework to include the next 50-100 years;
- This allows the Town to plan far enough ahead to enhance its regional role, address long-term urban residential and non-residential land needs and plan for infrastructure to allow growth to happen in phases and as the market requires, without having to come back to the table every five years;
- In short, the Town's approach is aimed at developing solutions with its municipal neighbours to meet land supply needs over a much longer planning time frame

Kim Wingrove:

- Wasn't aware of the longer 50-100 year planning horizon, but by working together the opportunities to properly plan for the future may be achieved within both the shorter 20-25 and longer 50-100 year horizons, e.g., the Town's efforts to look to the east, west and north.

Randy Scherzer:

- The County's plan looks at ways to meet provincial priorities; e.g., improving service levels and local economies- here the Town's efforts to work with Bruce County is a good idea, help municipalities make pro business and development decisions, rectify service inefficiencies and create opportunities to realize and implement and establish priorities for plans to meet land future supply needs. Hanover is one of the priorities for Grey County.

Kim Wingrove:

- In response to a question from Brian Tocheri about whether the Municipality of West Grey has talked to County staff about the Hanover initiative, it was Kim's understanding that the Municipality will not entertain the Town's invitation as they see no benefit and prefer to focus on their own settlement areas.

At the conclusion of the teleconference S. Fournier thanked all participants and indicated the Town will keep the County informed as it moves forward in the engagement process with all the provincial and municipal partners.

MPP Minister Lisa Thompson:

November 30, 2020

Teleconference Meeting 9:00 am- 9:30 am

Participants: MPP, Minister Lisa Thompson; Mayor Sue Paterson, Town of Hanover; Mayor Chris Peabody, Municipality of Brockton; and Stephen Fournier, FCS

Meeting Summary Notes:

FCS- S. Fournier welcomed all participants and thanked the Town of Hanover for hosting the teleconference.

Mayor Paterson and Mayor Peabody thanked Minister Thompson for taking time in her busy schedule to meet with them. Minister Thompson expressed her appreciation for the invitation to participate in this initiative.

Mayor Paterson summarized to the overall objectives outlined in the Town's letter of June 26, 2020, noting:

- The letter speaks to the Town's plans to meet long term growth needs by working together with its municipal neighbours to find a solution within and beyond the Town's current boundaries;
- It's all about good planning for the region and is aimed at fostering growth in jobs, services and programs required to meet growth projections;
- The Town views this effort as a win-win for all sides; and
- It is the most concerted effort initiated by the Town over the last 20 years while a member of the Council.

S. Fournier noted Minister Thompson was not included in the initial letter of engagement. He thanked Mayor Peabody for bringing this matter to his attention recently and apologized to Minister Thompson for the oversight. He then provided a brief overview of the project including the steps taken and remaining in the Town's municipal engagement process:

- The purpose of this meeting is to follow up on the letter from Brian Tocheri, CAO, Hanover, answer any preliminary questions and elaborate on the Town's project;
- Meridian Planning Consultants (MPC) were contracted by the Town to study special policy areas to determine the feasibility for development within and beyond both the Town's boundaries and the legislative 20-25 year planning horizon; and FCS was engaged to assist MPC and the Town with the municipal-engagement component;
- Initial meetings were held with MPP Minister Walker's office and provincial staff at the MMAH London MSO Western office to inform and seek guidance at the provincial level;
- The London MSO office covered the legislative requirements and offered to assist, if needed; while MPP Minister Walker's concern over the duplication of effort in long term planning efforts by the Town and the County of Grey has been addressed by the County and meetings with county staff;
- The Town has held Initial, and in some cases follow-up meetings with the Counties of Grey and Bruce and the Municipality of Brockton, all of which have been positive and constructive;
- Unfortunately the Municipality of West Grey has not responded to the Town's invitation to meet; and
- The next steps in the process include:
 - Consultation with community leaders in the area;
 - Follow-up meetings to report on the Town's progress and seek any further guidance from both the staff at the London MSO office and MPP Minister Walker; and
 - Following these meetings the Town will meet to review and make decisions on how to best move forward and address long term growth and land supply needs; and
- It is anticipated this stage of the process will be completed in January 2021.

Mayor Paterson elaborated on the West Grey situation, noting there has been no collaboration with the Municipality, or any intention or interest expressed on Municipality's part to meet with the Town.

MPP Minister Thompson noted that In terms of planning some municipalities are addressing their future growth needs by 'building up' as opposed to 'building out'.

Mayor Paterson indicated the Town is certainly open to building up within its boundaries but the difficulty is finding land, citing two recent examples; Trillium Underwriters and Home Depot, offering new middle management positions and retail positions but ended up relocating elsewhere due to the lack of suitable land. S. Fournier added, that Nick McDonald of MPC is analyzing the growth opportunities and land supply needs within the Town's special policy areas to ensure all growth opportunities are identified.

Minister Thompson cited an example of a developer who 2-3 weeks ago had plans for retail-office space in the ground floor to create expansion and opportunities for growth, while noting the situation in Hanover and West Grey is not unique. There is a move to focus and provide more encouragement at the provincial level for municipalities to put the past aside and work better together. In Grey County, the focus is not only on population growth but also the need for industrial space and growth to make sure everyone benefits.

Minister Thompson provided the following initial comments relative to the Town's restructuring-engagement project:

- Recently had an opportunity to connect and speak to Minister Walker and Minister Clark;
- There is interest in following up on the Town's report regarding the results of the initial round of municipal engagement efforts;
- The province is open to the saying 'build it and they will come'; and
- On the west side of Hanover people are cognizant of the need to increase the local tax base through working partnerships

Mayor Paterson confirmed that such interest to the west has opened the Town's eyes to examine all opportunities to facilitate future growth.

Mayor Peabody added the opportunity to capitalize on available commercial lands at the corner of Roads 22 and 10 may attract commercial uses such as 'Home Depot' as well as other uses that will be a win-win for both Hanover and Brockton. Minister Thompson recalled conversations 2-3 years ago about the Home Depot expansion plans and suggested it may be time to initiate the conversation again. Mayor Paterson noted the availability of water and sewer services in the area will create opportunities for growth in Hanover and both Brockton and West Grey.

Minister Thompson noted it is important to recognize the farm community and the role of the agricultural base in the area, as is the case in the Official Plan for Grey County, while at the same time it is also necessary to identify lands for future growth in the area.

The teleconference concluded with a discussion on the need to address the impact of COVID 19 on racetracks and feeder tracks, which are important, and a solid benefit to the area's agricultural base and employment spin-offs in this sector.

Minister Thompson confirmed that all future documentation or reports continue to be forwarded to her office E. A., Diane Foxton.

December 8, 2020

The Honourable Bill Walker
MPP, Bruce-Grey-Owen Sound

Email: bill.walker@pc.ola.org

Dear Minister Walker:

Re: Town of Hanover Municipal Restructuring & Engagement Project

I hope all is going well for you during this exceptional and busy time for you and your staff.

On behalf of the Town of Hanover, I wish to thank you for taking the time to meet with our consultant, Stephen Fournier, in an initial meeting regarding the Town's restructuring-engagement project hosted by your office on July 30, 2020. In this regard, I am pleased to advise you that a report on all of the steps we have taken and the progress made to date will be prepared and delivered to the Ministry of Municipal Affairs and Housing Western MSO office in early January 2021. A copy of this report will be forwarded to both you and Minister Thompson.

The purpose of this letter is to advise you that our consulting team and staff have worked closely with the CAO and Director of Planning for Grey County to address your concerns over potential duplication of effort. Specifically, you were concerned that both Grey County and the Town of Hanover have undertaken planning studies to meet long-term planning and land needs.

The mandate for the County's Hanover-Owen Sound Task Force (HOSTF) was finalized during the Task Force's Inaugural meeting held on September 1, 2020. We now understand the HOSTF will be focusing on challenges and opportunities the Town of Hanover and the City of Owen Sound may have in common, including but not limited to: housing availability, employment (job creation, unfilled positions), transportation, labour force attraction, and social issues that affect policing in the two communities such as mental health, addictions and poverty. Whereas, the Town is focusing on how to best meet its long-term growth and land supply needs in the 20-25 and 50-100 year planning horizons. The two initiatives are quite distinct in terms of the scope of work and outcomes.

In addition, our consultants and staff held a meeting on November 24, 2020 with the CAO and Director of Planning for Grey County to discuss the County's report (PDR-CW-17-2020-Municipal Growth Boundaries Planning Report dated March 12, 2020) and determine to what extent the work carried out by the County and the Town may overlap. I wish to share with you the Town's perspective on the upper and local tier planning processes based on the aforementioned discussion.

Hanover has been concerned about its ability to support additional growth and development for over 40 years and in light of the significant evidence of a land shortage within the corporate boundaries of Hanover, the Town has retained consultants to address the Town's long-term urban residential and non-residential land needs for the 50 to 100 year time period. Planning this far ahead allows for the development of required land use and hard and soft infrastructure

plans that establish the basis for the long-term growth and development of the Town, with that growth and development occurring in phases as the need arises and as the market requires.

It is recognized that the Town is planning beyond the 25 years that is mandated by the Provincial Policy Statement; however, securing a long term land supply within the corporate limits of the Town allows for the unlocking of economic development opportunities that often take years to bear fruit, with the long term goal being that Hanover enhances its role as a regional centre for employment, goods and services, health care, social services and the broadest range of housing to meet long-term needs. In a nutshell, for the Town to be able to respond to market demands for housing and employment and be as investment ready as possible, it needs to have enough land within its corporate boundary to carry out the long-term planning to make this happen.

Given the above, it is inevitable that the process will overlap with other planning processes that are focused on the short term. In this regard, the County is preparing 25-year population and employment forecasts to ensure consistency with the newly updated Provincial Policy Statement. Hanover will be participating in this process as well, which is focused on ensuring that enough lands are designated to meet population and employment needs for the short term (25 years). As part of this process, the County is also looking to establish a series of principles and criteria that could be considered by any lower tier municipality in the County if there is a local desire to initiate a review of its corporate boundaries to accommodate growth.

Given the desire of Hanover to review its boundaries and pursue a mutually agreeable solution with one or more of its municipal neighbours to accommodate longer term growth and land supply needs, Hanover sees this County process as being complementary, but not determinative, since it will not be the County that initiates a review of municipal boundaries or municipal partnership solutions to long-term growth needs.

On behalf of the Town of Hanover, I would be pleased to host and make arrangements for a meeting with you and staff to elaborate and answer any questions regarding this letter.

Once again, thank you for your time and input in this very important matter.

Respectfully,



Sue Paterson,
Mayor,
Town of Hanover

cc. Chris Fell, E. A.
By Email: chris.fell@pc.ola.org

Emails from Grey and Bruce Counties, December 10, 2020

For the Hanover area, the following Indigenous Communities are consulted on planning applications, etc.

- Saugeen Ojibway Nation - execassistant@saugeenojibwaynation.ca
- Metis Nation of Ontario - consultations@metisnation.org
- Historic Saugeen Metis - saugeenmetisadmin@bmts.com

Let us know if you require any further contact details.

Best regards,
Randy

Randy Scherzer
Director of Planning

It would be a similar listing for Bruce County.

Thanks
sdb

Re: Town of Hanover Restructuring-Engagement Project

Good morning (insert name),

As you may be aware the Town of Hanover initiated a municipal restructuring-engagement project in June 2020 in an effort to find a long-term solution to its land and future growth needs that would benefit both Hanover and adjacent municipalities. In this regard the Town has reached out to adjacent municipalities including Grey and Bruce Counties and the Municipalities of West Grey and Brockton, and the Province to determine if an acceptable long-term solution to growth planning in the Hanover area can be agreed upon.

The Town has engaged Nick McDonald, Meridian Planning Consultants and Stephen Fournier, Fournier Consulting Services to facilitate the process and report back to the Town Council in January 2021

As part of this process the Town has provided a list of community members who can speak to the history and past restructuring and development efforts by the Town and also provide additional insights into the directions for future growth.

I would like to a few minutes of your time by scheduling a telephone call on a date and time convenient to you any time from December 27th to January 2nd. If you have any questions or concerns please feel free to contact Brian Tocheri, CAO, at 519.364.2780 ext. 1228, or mobile at 519.378.8635

Thank you in advance for your time and consideration of this matter.

Respectfully,

Stephen Fournier
Fournier Consulting Services
1456 County Road 8,
RR 1, Delta, ON
K0E 1G0
E: stephen.fournier@icloud.com
M: 613 640 1416

STAGES 2 AND 3 - APPENDIX E
Task & Tracking Log

Town of Hanover
Local Growth Management Scoped Comprehensive Review
Phase 2 - Restructuring & Community Engagement
Component

**Stages 1-3 Summary Report for Circulation to The Ministry of Municipal Affairs
and Housing, Western Municipal Services Office, Minister Bill Walker and**

Minister Lisa Thompson

Prepared by Fournier Consulting Services for Meridian Planning Consultants
January 6, 2021

Appendix E
Town of Hanover Municipal Restructuring-Community Engagement Project
Phase 2-Stages 2- 3 Task & Tracking Log

Appendix E
Town of Hanover Municipal Restructuring-Community Engagement Project
Phase 2-Stages 2- 3 Task & Tracking Log
Prepared By Fournier Consulting Services (FCS)
June-December, 2020

Engagement Details-Dates and Participants	Responses-Dates and Actions
<p>June 26, 2020:</p> <p>1) Engagement letters (refer to copies in the appendices for the Phase 2-Stages 1-2 report) emailed by Brian Tocheri, CAO, Hanover to:</p> <ul style="list-style-type: none"> a) Laura Johnston, CAO/Deputy Clerk, Municipality of West Grey; b) Kim Wingrove, CAO, County of Grey; c) Sandra Datars Bere, CAO, County of Bruce; d) Bill Walker, MPP, Bruce-Grey-Owen Sound; e) Saif Sumbal, Manager, MMAH, Western MSO; and f) Sonya Watson, CAO, Municipality of Brockton, 	<p>June 26, 2020:</p> <p>1) Responses to Engagement Letter:</p> <ul style="list-style-type: none"> a) Kim Wingrove, CAO, County of Grey-reply by email indicating County staff look forward to working with the Hanover team to find a way forward; b) Sandra Datars Bere, CAO, County of Bruce-reply by email indicating County staff looking forward to engaging with Hanover team; and c) Saif Sumbal, Manager, Municipal Services Office-Western, MMAH reply by email indicating the office appreciates the heads up and will require advance notice of 15 days for any meetings with the Hanover team.
	<p>June 29, 2020:</p> <p>2) Responses to Engagement Letter:</p> <ul style="list-style-type: none"> a) Chris Fell, EA for Bill Walker, MPP -reply by email confirming Mr. Walker is looking forward to the call to set up a meeting in the future.

	<p>June 30, 2020:</p> <p>3) Responses to Engagement Letter:</p> <ul style="list-style-type: none"> a) Sonya Watson, CAO, Brockton, responds by email stating the matter will go to Council on July 14th to seek direction on who they wish to participate in this meeting and a question regarding what area would be under consideration is raised; and b) Brian Tocheri responds by email as follows: “The short answer to your question is that we will be looking at any areas that make sense. Part of the work we have engaged Nick and his team on is to first examine all areas within Hanover and then look outside Hanover’s boundaries. Opening discussions now with our neighbours is part of that process. When this work is done, we’ll have a better idea of what’s feasible.”
<p>June 30, 2020:</p> <p>FCS initiated contact with Minister Steve Clark- forwarded introductory background letter by email-on file included in appendices for the Stages 1-3 report.</p>	<p>June 30, 2020:</p> <p>Email response from Michael Jiggins, EA, Minister Clark’s Constituency Office acknowledging receipt of the letter and advising it will be shared with the Minister and his policy team in the Ministry office;</p> <p>July 2, 2020:</p> <p>Copy of June 30th letter and email from Minister Clark’s EA shared with Nick McDonald;</p> <p>July 29, 2020:</p>

	<p>Received by email a response to the FCS letter to Minister Clark from Ian Kerr, Regional Director of the MSO-Western office, confirming the letter was forwarded to his office for a response and acknowledging that a meeting has been scheduled on August 5th with MSO-Western office staff and that inquiries regarding the restructuring process be directed to Ms. Charlotte Gaza at the MSO Western office-on file included in appendices for the Stages 1-3 report.</p> <p>July 30, 2020: Copy of the email and letter from MSO-Western Director Ian Kerr forwarded to Nick McDonald and Brian Tocheri;</p> <p>July 31, 2020: Email exchanges with Minister Clark's EA, Michael Jiggins, confirming the connection to the MSO Western office and requesting an opportunity to speak with Minister Clark; Michael confirmed the request to speak with the Minister was shared with his scheduler; and</p> <p>No response from Minister Clark's scheduler or staff received. All provincial input, guidance and advice subsequently obtained through the staff at the MSO-Western office as per directions from Ian Kerr, Regional Director, on July 30, 2020.</p>
<p>July 6, 2020: FCS provides Brian Tocheri, CAO, Hanover, with brief update confirming the quick email responses from the majority of the recipients to the Town's and engagement letter of June 26th with the</p>	<p>July 6, 2020: Brian Tocheri, replies by email confirming he has not heard from Laura Johnston or any one from the Municipality of West Grey to date. His follow up to see if anyone else has</p>

exception of the Municipality of West Grey. FCS inquires if he or other members of Hanover have received or heard anything from Laura Johnston, or West Grey.	heard anything revealed that no responses from West Grey have been received by the Town to date.
<p>July 7, 2020:</p> <p>Email from the Town of Hanover's EDO to Brian Tocheri, which is shared with Nick McDonald & Steve Fournier advising the Town's ED office had received a call from a law firm yesterday representing a "big" client interested in hundreds of acres of industrial land in Hanover. The EDO communicated the Town's situation and advised that there may be options to partner with West Grey, depending on land availability that would suit this zoning. The email concludes on a note "it appears this is a lost opportunity."</p>	<p>July 7- 8, 2020:</p> <p>Nick McDonald's responses by email to Brian Tocheri recommends the Town-despite the challenges- should call back the interested client, work with them and get them to the table; noting the Province is very supportive of economic initiatives and where warranted, will help to move such processes along.</p>
<p>July, 9, 2020:</p> <p>Follow-up email by FCS to all of the recipients of Brian Tocheri's letter of June 26th to initiate the follow up contact referenced by Brian Tocheri in the letter, including the scheduling over the summer months of the initial telephone and or virtual meetings to discuss and answer any questions about the engagement process and elaborate on Town's desire to work with its municipal neighbours to determine suitable land opportunities for future long term growth with all participants.</p>	<p>July 9, 2020:</p> <p>Response by email from Kim Wingrove, CAO, Grey County indicating the County's Planning Director Randy Scherzer will also participate and providing available dates and times for the preliminary discussion; and</p> <p>FCS responds by email confirming a meeting date and time of July 16th at 3:30 pm.</p>
	<p>July 10, 2020:</p> <p>Response by email from Laura Johnston, CAO/Deputy Clerk, Municipality of West Grey confirming her interest to participate in an initial conversation and indicating her availability in the last week of July.</p>
	<p>July 11, 2020:</p> <p>Response by FCS to Laura Johnston's email of July 10, 2020 confirming availability for the initial conversation anytime during the remainder of July (except July 15th & 16th) and requesting Ms. Johnston to forward a convenient date and</p>

	<p>time for the discussion on Hanover's engagement process; and</p> <p>July 14, 2020: Follow up email from FCS to Laura Johnston, CAO Municipality of West Grey, extending an invite to participate in an initial telephone discussion re; Hanover's engagement process for mutually agreeable long-term growth options.</p> <p><i>FCS to date has received no reply to this invitation.</i></p> <p>November 25- December 2, 2020: FCS email exchanges with Brian Tocheri, Mayor Paterson and Nick McDonald regarding a formal follow-up letter to the Town's original invitation emailed to the CAO of West Grey on June 26, 2020. FCS prepares draft letters for CAO Tocheri and Mayor Paterson.</p> <p>Follow-up letters from Mayor Paterson and from CAO Brian Tocheri to were emailed to Mayor Robinson and CAO Laura Johnston, Municipality of West Grey on December 2, 2020- copies on file in appendices to Stages 1-3 report.</p> <p><i>No reply to these letters has been received by the Town from the Municipality of West Grey to date.</i></p> <p>July 13, 2020: Response from Chris Fell EA, for Bill Walker, MPP, confirming Mr. Walker's office will be in touch to schedule a meeting.</p>
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	<p>July 14-17, 2020:</p> <p>Telephone call from Charlotte Caza, Municipal Advisor, Western MSO. FCS spoke briefly about the Town's desire to engage its municipal neighbours in discussions over long-term growth options beneficial to all parties. Received follow up email from Ms. Caza providing available meeting dates in the last two weeks of July.</p> <p>Response to Ms. Gaza from FCS by email providing more detail regarding the Town of Hanover's engagement process and its desire to find a mutually agreeable solution to the Town's long term growth needs with its immediate municipal neighbours at the local and upper-tier levels, seek guidance and keep the MSO office informed as the Town moves through the engagement process. FCS advised both Brian Tocheri and Nick McDonald of the proposed meeting dates with the MSO by email.</p> <p>Email exchanges on July 15th-16th by FCS with Brian Tocheri and Nick McDonald confirmed the initial MSO meeting dates in July conflicted with holiday schedules and concluded with confirmation of availability in the first week of August. FCS advised the MSO accordingly and received email confirmation on July 17th. from Charlotte Caza, Municipal Advisor, Western MSO for virtual Skype meeting on August 5th from 2-3 pm.</p>
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	<p>July 15, 2020:</p> <p>Email Response from Sonya Watson, CAO, Municipality of Brockton to Brian Tocheri's email and letter of June 26th confirming he Municipality of Brockton Council and staff would be pleased to meet with Hanover. Participants from Brockton will include: Mayor Peabody, Councillor James Lang, Councillor Tim Elphick, Fiona Hamilton, Clerk and Sonya Watson.</p> <p>Email concludes with a request for some dates; and</p> <p>Follow-up email by FCS to Sonya Watson on July 15th indicated that a list of the participants with some dates and times would be forwarded for consideration. (Note: this step was delayed when a decision was made to initially engage the respective upper tier before meeting with the two local municipalities with respect to the jurisdictional roles in growth management at the upper tier level in August 2020. FCS re-initiated communications with Brockton by email on September 30, 2020).</p> <p>July 15-17, 2020:</p> <p>FCS received voice message from Lisa, at MPP Bill Walker's office to set up the initial telephone meeting and discuss the Town's letter of June 26th, answer any questions and to set up a virtual meeting either initially or at an appropriate juncture to update MPP Walker; and</p> <p>Scheduled FCS's initial telephone/virtual session for July 30th at 10:30am with Mr. Walker and his office EA Chris Fell.</p>
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	<p>July 17-September 3, 2020:</p> <p>FCS exchanges emails with Sandra Datars Bere, CAO, County of Bruce regarding the follow-up email of July 9th, confirming interest and scheduling a virtual Zoom meeting Hanover staff, FCS and Meridian Planning on September 4th at 9:00 am;</p>
<p>July 16, 2020:</p> <p>FCS conducted a telephone conference call with Kim Wingrove, CAO and Randy Scherzer, Planning Director; County of West Grey- See meeting summary notes in appendices to the Phase 2-Stages 1-3 report.</p>	<p>July 16, 2020:</p> <p>Received by email from Kim Wingrove, a copy of the County's "Municipal and Growth Boundaries Report" PDR-CW-17-20- copy on file;</p> <p>July 17-20, 2020:</p> <p>Initial discussions by email between FCS with Kim Wingrove, CAO, regarding next meeting with participants from Grey County and the Town of Hanover- agreement reached that the next meeting should remain at the staff level, until such time County staff is prepared to take the matter to Council;</p>
<p>July 30, 2020:</p> <p>FCS participates in initial (virtual Zoom) meeting with MPP Walker and office staff- see meeting summary notes in appendices to Phase 2-Stages 1-3 report.</p>	<p>July 30- August 5, 2020:</p> <p>Specific concern raised by MPP Walker regarding the duplication of work to be undertaken by the County of Grey's new Hanover-Owen Sound Task Force and Hanover's restructuring / future growth engagement process shared by email with Brian Tocheri, Nick McDonald and County of Grey CAO and Director of Planning; additional concern regarding the link to the County of Grey's report on Municipal & Growth Boundaries Report (PDR-CW-17-20) is</p>

	<p>also shared by FCS with the above-noted participants.</p> <p>September 8, 2020: Brian Tocheri forwards copy of the minutes of the inaugural meeting of the Hanover-Owen Sound Task Force (HOSTF) held on September 1, 2020, clarifying the mandate of the task force- copy on file.</p> <p>November 24, 2020: Virtual Zoom meeting held with FCS, MPC and Brian Tocheri with Grey County CAO, Kim Wingrove and Director of Planning Randy Scherzer to clarify work plans and outcomes for the growth management study (Municipal & Growth Boundaries Report -PDR-CW-17-20) undertaken by the County and the Town's municipal restructuring-engagement project.</p> <p>December 7-8, 2020: FCS drafts letter of response to MPP Walker regarding his concerns over the duplication of effort by the Town and the County of Grey over their respective long-term growth planning initiatives for review by Town officials.</p> <p>December 10, 2020: Formal letter of response by Mayor Patterson emailed to Minister Walker.</p>
<p>August 5, 2020: Virtual Skype meeting convened by the MMAH Municipal Services Office-Western with participants from Hanover, Meridian, and Saif Sumbal Manager and office staff- see working agenda and meeting summary notes in appendices to the Phase 2-Stages 1-3 report.</p>	<p>August 14-21, 2020: Email exchanges between FCS and Charlotte Gaza, MSO office regarding any updates on the Hanover project. FCS advises Ms. Gaza that the Town will report back and set up a meeting once the Hanover team has held initial meetings</p>

	<p>with all willing municipal partners at both the county and local levels.</p> <p>October 23, 2020: Draft meeting summary notes forwarded to Charlotte Caza by email for review and any revisions by the MSO staff.</p> <p>December 7, 2020: FCS emails update to Charlotte Gaza on the Town's municipal engagement process, seeks clarification on the timing for consultations with indigenous communities and advises that the Town's draft Stages 1-3 Municipal restructuring-Engagement report will be emailed to the Western MSO in early January 2021.</p>
<p>August 10, 2020: Project meetings update prepared by Nick shared by email with FCS and Brian Tocheri, as follows:</p> <ul style="list-style-type: none"> • Grey County - Kim has indicated to Steve that she will clarify the role of the task force and get back to Steve. Once this occurs, another virtual meeting with the County would be held in early September- matter addressed on September 1, 2020; • West Grey - we do not expect a response and Steve will send follow-up email for the record-matter addressed with follow up letters on December 2, 2020; • Bruce County - there was some back and forth on a meeting however, we have not heard back and will follow up - anticipate a virtual meeting in early September; • Brockton - they are willing to meet; however, a meeting should be 	<p>Internal Working Notes: Meeting scheduled with Bruce County on September 4' 2020: and An invitation to schedule a meeting with the Municipality of Brockton was forwarded by FCS by email on September 30th;</p> <p>October 7, 2020: FCS spoke to Soyna Watson, CAO, Brockton over the telephone at which time Ms. Watson agreed to contact Brian Tocheri and schedule the initial meeting between the Municipality of Brockton and the Town of Hanover.</p>

<p>held with Bruce County first. The plan is for FCS to schedule a phone call with the Bruce County CAO before scheduling a meeting with Brockton; and</p> <ul style="list-style-type: none"> • MPP Bill Walker -plan is to not have any further meetings with MPP Walker and staff until we have addressed the Task Force matter with Grey County staff- matters addressed with letter dated December 8, 2020 from Mayor Paterson. 	<p>October 13-22, 2020; Email exchanges between Brockton, Hanover FCS and MPC re scheduling of meeting with Hanover and Brockton on November 4, 2020; invitations subsequently emailed by Hanover to all participants.</p>
<p>September 4, 2020: Virtual meeting with <u>Bruce County</u> refer to meeting summary notes in appendices attached to Stages 1-3 report..</p>	<p>October 23, 2020, FCS forwarded draft meeting summary notes to Bruce County CAO. Final version for circulation all participants completed November 11, 2020.</p>
<p>September 8, 2020: Email from Brian Tocheri with attached copy of the inaugural meeting of the County of Grey's Hanover-Owen Sound Task Force- copy on file and matter followed up by a formal written response to MPP Walker on December 10, 2020.</p>	
<p>September 21, 2020; Brian Tocheri advised MPC and FCS by email that a landowner in Brockton would a good person to contact about future development opportunities.</p>	<p>October 6, 2020: S. Fournier spoke with the landowner over the telephone- and shared a summary of the conversation with Brian Tocheri and Nick McDonald.</p> <p>October 6-8, 2020: Nick McDonald reviews a map of the property, which confirms his earlier observation that the lands are ideally suited to residential development.</p>
<p>November 4, 2020:</p>	<p>FCS forwards a draft copy of the meeting summary notes by</p>

Virtual meeting hosted by Hanover with the Municipality of Brockton- refer to meeting summary notes in appendices to Phase 2-Stages 1-3 report.	<p>email to Brian Tocheri, Sonya Watson and MPC on November 16, 2020 for review.</p> <p>At this meeting Mayor Peabody pointed out that MPP Lisa Thompson should be included in the provincial component of the Town's engagement process; an oversight addressed by FCS on November 17, 2020- refer to copy of an invitation for a meeting with Town officials, MPP Thompson and FCS in appendices to the Phase 2-Stages 1-3 report.</p>
<p>November 13, 2020:</p> <p>FCS provides Sandra Datars Bere, CAO, Bruce County with an update, including the meeting with the Municipality of Brockton, on the Town's engagement process and the remaining steps and tasks to carried out by the Town in December 2020 and early January 2021- refer to copy of the teleconference meeting summary notes in the appendices attached to the Phase 2-Stages 1-3 report.</p>	<p>Protocols for County involvement in any future meetings between Brockton and Hanover were discussed- refer to meeting summary notes for details.</p>
<p>November 24, 2020:</p> <p>Virtual meeting held with Grey County CAO, Kim Wingrove and Randy Scherzer, Director of Planning and Brian Tocheri, Nick McDonald and FCS to clarify respective growth planning initiatives- refer to meeting summary notes in appendices to the Phase 2-Stages 1-3 report.</p>	<p>December 7, 2020:</p> <p>Draft meeting summary notes emailed to all participants by FCS.</p>
<p>November 30, 2020:</p> <p>Virtual teleconference meeting hosted by the Town with Brian MPP Lisa Thompson, Mayor Paterson, Hanover, Mayor Peabody and FCS- refer to meeting summary notes in appendices to the Phase 2-Stages 1-3 report.</p>	<p>December 7, 2020: Draft set of meeting summary notes forwarded by email to all participants, Brian Tocheri and Nick McDonald by FCS on December 7, 2020.</p>
<p>December 10, 2020:</p> <p>FCS emails a request for the list of the indigenous communities</p>	<p>December 10-11, 2020:</p> <p>List of the communities consulted from Bruce and Grey</p>

normally consulted in all municipal-planning matters to all municipal partners for inclusion in the draft report on Stages 1-3 of the Town's engagement process.	Counties forwarded to FCS by Randy Scherzer and Sandra Daters Bere for inclusion on the draft Phase 2- Stages 1-3 report.
<p>December 11- 19, 2020:</p> <p>FCS prepares and delivers working draft of the Phase 2- Stages 1-3 report with first set of supporting appendices for review by Nick McDonald (MPC).</p>	<p>December 23, 2020:</p> <p>Nick McDonald forwards a consolidated working draft Phase 2-Stages 1-3 report with appendices to FCS: FCS forwards the consolidated working draft report to Brian Tocheri by email.</p> <p>January 6, 2021:</p> <p>FCS forwards final revised master version of the Phase 2- Stages 1-3 report to MPC and Hanover staff for a final review and comments.</p>
<p>December 22, 2020:</p> <p>FCS initiates consultations with past and present community leaders by email-refer to copy of the invitational email in the appendices to the Phase 2- Stages 1-3 report.</p>	<p>December 22-29, 2020:</p> <p>FCS conducted email exchanges and telephone consultations with members of the community-refer to community participation summarized in Stage 3 section of the Phase 2-Stages 1-3 draft report.</p>