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File No. 702568

November 10, 2025

By E-Mail Only to *clerks@springwater.ca*

Township of Springwater
Administration Centre
2231 Nursery Road
Minesing, ON L9X 1A8

Attention: Cayla Reimer, Deputy Clerk

Dear Mayor Coughlin and Members of Council:

Re: Barrie Annexation Proposal
Validity of Motion of Councillor Anita Moore, dated November 5, 2025

As you know, we are counsel to the Midhurst Landowner's Group. The Midhurst Landowner's Group has been actively following the Barrie Annexation Process.

The purpose of this letter is to explain why the enclosed motion moved by Councillor Anita Moore, seconded by Councillor Phil Fisher, and passed on a vote of 4:3 on November 5, 2025 is a validly subsisting resolution of Springwater Township Council (the "**Moore Motion**"). We begin with an explanation of the timeline leading to the passage of the Moore Motion.

Events Surrounding the Passage of the Moore Motion

The November 5, 2025 Regular Council meeting was recorded and a copy of the recording can be accessed here:

https://www.youtube.com/watch?v=z1MpP3Xsdtc

The events surrounding the passage of the Moore Motion are described below with reference to the time stamps on the above-referenced recording:

- Beginning at time stamp 1:57:20 – Councillor Anita Moore confirms that she prepared a motion and wished to table it without notice.

- At approximately 1:58:00 - Mayor Coughlin identifies the Moore Motion could be dealt with by either: (a) amendment to Option 1 under Item 10.1 of the Agenda, or (b) waiver of the Procedural By-law. Mayor Coughlin defers to Clerk Marshall for a ruling on the process to be followed.

- At approximately 1:58:40 - Clerk Marshall indicates that the Moore Motion is a third option, requiring a waiver of the Procedural By-law. Clerk Marshall also indicates that Option 1 under Item 10.1 of the Agenda was on the floor and needed to be resolved before something else could be put on the floor.

- At approximately 2:01:40 - Mayor Coughlin tables a motion to defer the consideration of the main motion under Item 10.1. The motion to defer passes with a 4:3 majority of Council. Immediately following that, a motion to waive the Procedural By-law is tabled and passes 4:3, again with a majority of Council.

- At approximately 2:02:20 - the Moore Motion is moved by Councillor Anita Moore and seconded by Councillor Phil Fisher. At this point in time, the Moore Motion was validly under consideration. A discussion of the Moore Motion then takes place with comments provided by all members of Council.

- At approximately 2:29:20 - Council approves the Moore Motion on a 4:3 majority basis. Immediately following the vote, Mayor Coughlin declares that the Moore Motion was carried.

As a result of its proper tabling, voting process, and clear acceptance, the Moore Motion was validly passed.

The Moore Motion was Never Challenged

Following its passage, there is no evidence of a challenge of the Moore Motion. For example, no veto of the Moore Motion has been published as was done in the other instances of when the veto power has been used. Furthermore, the time to pass a veto has now passed pursuant to s. 284.11(3) of the *Municipal Act*.

We understand that there may be those who hold the view that the Moore Motion was vetoed using the Strong Mayor Powers available in Part VI.1 of the *Municipal Act*. It could be that those holding such a view rely on s. 4 of By-law No. 2025-093 (also enclosed). By-law 2025-093 purports to authorize Mayor Coughlin and the Clerk to execute a Boundary Adjustment Agreement. For ease of reference, s. 4 reads:

> *4. Notwithstanding any previous resolutions regarding the Barrie Boundary Discussions, this By-law shall take precedence; and…*

There are numerous serious problems in so relying on By-law No. 2025-093:

1. By-law 2025-093 suffers from a lack of legal jurisdiction;

2. There is nothing in By-law 2025-093 indicating an intent to invoke the veto power and consequently no notice was provided;

3. The wording of By-law 2025-093 is itself ambiguous;

4. The operation of s. 4 is unclear in that the Moore Motion and By-law 2025-093 are not necessarily opposed requiring one to "take precedence"; and,

5. There is no temporal order as is required for s. 4 of By-law 2025-093 to operate as would be required.

Lack of Jurisdiction

As explained in our letters of October 6, 2025, October 15, 2025, and October 20, 2025, there is no jurisdiction to pass a by-law such as By-law 2025-093. Among the reasons for the lack of jurisdiction are that:

- By-law 2025-093 relates to municipal boundary matters and not the provision of housing or infrastructure;

- Even if it could be argued that the By-law pertains to housing, it would have to be accepted that it is about future housing beyond the territorial jurisdiction of Springwater;

- The timeline for the provision of housing is 2051, not 2031 as required;

- The By-law includes unauthorized provisions for land uses unrelated to housing; and,

- When it comes to infrastructure, the contents of the draft agreement are no more than an agreement-to-agree and have no meaning.

Any reliance on By-law 2025-093 presumes the By-law is legally authorized to begin with. Problematically, that premise is not supported. Because By-law 2025-093 is fundamentally flawed, so to is reliance placed in it.

The problems worsen when it is appreciated that there is no evidence that By-law 2025-093 contains the necessary hallmarks of a veto, as discussed next.

Nothing Indicates the Presence of a Veto

The recitals and explanatory note to By-law 2025-093 do not refer to s. 284.11 of the *Municipal Act*. This is of crucial importance, since it is s. 284.11 of the *Municipal Act* that authorizes the use of the veto power. Instead, By-law 2025-093 repeatedly refers to s. 284.11.1 of the *Municipal Act*. This is where the power to table a by-law that can pass with a minority vote from a council is found. Exclusive focus on the minority approval power indicates a lack of intent to invoke the veto power. Therefore, it should not be surprising that the veto power was never used.

Additionally, the explanatory note in By-law 2025-093 does not refer to there being any "potential interference" with a prescribed provincial priority. Nor is the risk of a "potential interference" mentioned in the text of By-law 2025-093. Given the need for a mayor to form the opinion that there could be "potential interference" and the need to provide a written notice one would expect some mention to have been made.

Given these important lapses it cannot be contended that By-law 2025-093 was intended to be a veto.

The Language of By-law 2025-093 is Ambiguous

The language of By-law 2025-093 is problematically ambiguous. For example, there is no specific mention of the Moore Motion. This stands in contrast with Mayoral Decision 2025-005, for example, which specifically identifies, by number, the purported vetoing of Resolution Number C446-2025 also arising from the November 5, 2025 Council meeting. The Mayor had until November 7, 2025 to similarly attempt to veto the Moore Motion but has not done so.

No Logical Need for one Instrument to Take Precedence

The language of s. 4 of By-law 2025-093 considers that one instrument will prevail over another. However, as between the Moore Motion and By-law 2025-093 there is no direct conflict requiring one to be subservient to the other. The Moore Motion is intended to provide feedback to the Minister on the Barrie Annexation Proposal. By-law 2025-093 purports to allow the Mayor to sign an agreement and forward it to the Minister – though the contents of such an agreement are unknown. Since they do different things which are not opposed, there is no need for one instrument to take precedence over the other.

No Temporal Order

Following the vote on By-law 2025-093, Council passed Confirmatory By-law 2025-091. By-law 2025-091 contains these provisions:

1. *The action of the Council at its meeting held on November 5, 2025 in respect of each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each report, motion, resolution or other action was adopted, ratified and confirmed by its separate by-law, except where the prior approval of the Ontario Municipal Board or other authority is by law required. This confirmation shall include any actions delegated by Council to a Standing Committee of Council and contained in the Committee Minutes received by Council at the said Meeting.*

   …

9. *For the purposes of the exercise of the authority of the head of council to veto a by-law in accordance with section 284.11 of the Municipal Act, 2001, as amended, the Confirming By-law shall be deemed to be separate Confirming Bylaws for each item listed on the meeting agenda.*

Recall that the wording of By-law 2025-093 refers to it taking precedence over “previous resolutions”. Even if one wanted to accept the point, it is necessary for the Moore Motion to have preceded By-law 2025-093 in time for By-law 2025-093 to prevail over it. Put another way, the Moore Motion was only “read down” not “repealed” meaning the Moore Motion always existed and continues to exist.

Even accepting that By-law 2025-093 was effective at “reading down” the Moore Motion, that was only possibly true until the Moore Motion was re-adopted, ratified, and confirmed by Council through Confirmatory By-law 2025-091, resulting in it being concurrent in time with By-law 2025-093.

Conclusion

For the reasons provided above, it is very clear that the Moore Motion is a validly enacted and subsisting resolution passed by a majority of members of Springwater Council.

It is acknowledged that the Minutes from the November 5, 2025 Council Meeting have yet to be formally adopted. However, the enclosed copy of the Moore Motion is accurate and in keeping with what was presented.

Should you have any questions pertaining to the foregoing, please do not hesitate to contact me.

Yours truly,
DAVIES HOWE LLP

[redacted]

Alex Lusty (he/him)

copy: Mayor, Deputy Mayor and Members of Springwater Council
Stacey Forfar, CAO, Springwater
Renee Ainsworth, Deputy CAO, Springwater
Basil Clark, Warden, Simcoe County
Jennifer Coughlin, Deputy Warden, Simcoe County
Mark Aitken, CAO, Simcoe County
Rob Elliott, General Manager, Engineering, Planning & Environment, Simcoe County
Dan Mathieson, Chair, OPLDF
Jeffrey Schelling, OPLDF
Randy Greenlaw, Mayor, Oro-Medonte
Peter Lavoie, Deputy Mayor, Oro-Medonte
Brian Saunderson, Member of Provincial Parliament, Simcoe-Grey
Hon. Doug Downey, MPP, Barrie-Springwater-Oro-Medonte
Hon. Andrea Khanjin, MPP, Barrie-Innisfil
Midhurst Landowner's Group, c/o Daniel Steinberg, Trustee

Springwater Council Meeting, November 5, 2025

Moved by Councillor Anita Moore

Seconded by Councillor Fisher

That the Minister be requested to review and consider the Map on Schedule A to the Boundary Adjustment Agreement with the City of Barrie, delineating the lands to be annexed from Springwater is modified to reflect those parcels S1, S2, S3 shown on the map from the County of Simcoe Staff Report CO2025-297 Schedule 3 that was shown at the Special Meeting of Council Nov 04/25; and

That the MZO Lands in the Bayfield corridor are serviced by Springwater and the Framework Agreement be modified to remove the reference to cross border servicing found in section 1.3 and 6.4; and

That the Minister of Municipal Affairs and Housing be informed of this request.

Carried.

The Corporation of the Township of Springwater

By-law 2025-093

Being a By-law to authorize the Mayor and Clerk to execute the boundary adjustment/restructuring proposal between the Township of Springwater and the City of Barrie

(City of Barrie Boundary Proposal)

Whereas pursuant to 284.11.1(2) of The Municipal Act, 2001 (the "Act"), if the head of council is of the opinion that a by-law could potentially advance a prescribed provincial priority, the head of council may propose a by-law to the Council and require the council to consider and vote on the proposed by-law at a meeting; and;

Whereas pursuant to 284.11.1(3) of the Act, the Mayor shall provide a copy of any by-law proposed under 284.11.1(2) of the Act, together with the Mayor's reasons for the proposal, to the Clerk and to each member of Council;

Whereas the City of Barrie, the Township of Oro-Medonte, the Township of Springwater and the County of Simcoe have been engaged in facilitated discussions to develop mutually acceptable growth management solutions across their jurisdictions based on studies prepared on behalf of the municipalities; and,

Whereas in accordance with Section 173 (3) of the Municipal Act a public meeting was held on September 29, 2025, in the City of Barrie, on October 8, 2025 in the Township of Springwater and on October 14, 2025 at the County of Simcoe; and Whereas it is expedient to have an Agreement in written form so that the parties may request that the Minister of Municipal Affairs and Housing recommend to the Lieutenant Governor in Council that an Order giving effect to the said Agreement as authorized by the Municipal Act, 2001; and,

Whereas pursuant to Ontario Regulation 580/22, building 1.5 million new residential units by December 31, 2031 and constructing and maintaining infrastructure to support housing is a provincial priority prescribed for the purposes of subsection 284.11.1(2) of the Act; and,

Whereas the Mayor is of the opinion that the passage of a by-law authorizing the Mayor and Clerk to execute the boundary adjustment/restructuring proposal between the Township of Springwater and the City of Barrie advances the prescribed provincial priority of building 1.5 million homes by 2031.

Now Therefore, the Council of the Township of Springwater enacts as follows:

1. That the Mayor and Clerk be authorized to execute a Boundary Adjustment/Restructuring Agreement with the Corporation of the City of Barrie to provide for the adjustment of the municipal boundary as between the Corporation of the City of Barrie and the Corporation of the Township of Springwater substantially in the form attached; and,

2. That the approved Boundary Adjustment/Restructuring Proposal described in the above-referenced Agreements be forwarded to the Ministry of Municipal Affairs and Housing for approval; and,

3. That the Chief Administrative Officer be authorized to make submissions and administrative changes to the said agreements as long as the intent expressed within them remains unchanged; and,

4. Notwithstanding any previous resolutions regarding the Barrie Boundary Discussions, this by-law shall take precedence; and,

5. That this By-law shall come into force and effect immediately upon the final passing thereof.

Passed in open Council this 5th day of November, 2025.

Original Signed by;

_____

Jennifer Coughlin, Mayor

_____

Jennifer Marshall, Clerk

Office of the Mayor

Reasons for By-law Proposed pursuant to 284.11.1(2) of the Municipal Act, 2001

Date: November 5, 2025

To: Members of Council

And To: Jennifer Marshall, Clerk

Whereas pursuant to subsection 284.11.1(2) of The Municipal Act, 2001 (the "Act"), if the Mayor is of the opinion that a by-law could potentially advance a prescribed provincial priority, the Mayor may propose a by-law to the Council and require the Council to consider and vote on the proposed by-law at a meeting; and,

Whereas pursuant to subsection 284.11.1(3) of the Act, the Mayor shall provide a copy of any by-law proposed under subsection 284.11.1(2) of the Act, together with the Mayor's reasons for the proposal, to the Clerk and to each member of Council; and,

Therefore, in accordance with subsection 284.11.1(3) of the Act, I Jennifer Coughlin, Mayor of the Township of Springwater, provide the following reasons for the proposal of a By-law to authorize the Mayor and Clerk to execute a Boundary Adjustment/Restructuring Agreement with the Corporation of the City of Barrie to provide for the adjustment of the municipal boundary as between the Corporation of the City of Barrie and the Corporation of the Township of Springwater (the "By-law").

The reasons for the proposal of the By-law are as follows:

1. The By-law could potentially support the provincial priority set out in paragraph 1 of O. Reg. 580/22 of "Building 1.5 million new residential units by December 31, 2031". In particular, discussion with the City of Barrie and Province could potentially support this provincial priority because it realizes a potential opportunity to create new housing units.
2. The By-law could potentially support the provincial priority set out in paragraph 2 of O. Reg 580/22 Constructing and maintaining infrastructure to support housing.
3. The By-law could support the province's desire for a local solution to assist in its mandate.
4. I, Jennifer Coughlin, Mayor of the Township of Springwater, am of the opinion that a by-law is required to authorize the Mayor and Clerk to execute a Boundary Adjustment/Restructuring Agreement with the Corporation of the City of Barrie to provide for the adjustment of the municipal boundary as between the Corporation of the City of Barrie and the Corporation of the Township of Springwater.

Original signed by;

Jennifer Coughlin, Mayor

This Boundary Adjustment Agreement made this day of September 2025

Between:

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

And

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

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

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

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

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

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

1. Effective Date and Implementation

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

1.2 This Agreement, deemed to constitute a restructuring proposal, will be submitted to the Minister of Municipal Affairs and Housing ("the Minister") for implementation effective January 1, 2026 or such other date that the Minister's Restructuring Order provides for the subject lands to become annexed to the geographic area of the City ("the effective date"). The Minister is authorized by the municipalities to implement the provisions of this Agreement that the Minister has authority to implement. The municipalities agree that all of the provisions of the Agreement are binding upon them, whether contained in the Restructuring Order, or otherwise.

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

- Cross Border Servicing Agreement, if requested by the Township pursuant to s. 6.3 of this Agreement.
- Joint Economic Development Working Group Terms of Reference.

1.4 This Agreement is conditional upon the approval of the City and Township councils, and then the issuance of an Order by the Minister of Municipal Affairs and Housing implementing the restructuring proposal submitted by the parties and set out in this Agreement. In the event that either of the parties fails to execute this agreement by December 31, 2025 or the Minister fails or refuses to issue a Restructuring Order by January 1, 2026, then this Agreement shall automatically be terminated following which it shall be of no further force or effect, unless the parties agree otherwise.

2. Definitions

In this Agreement:

"Annexed Lands" means approximately 81 properties, with 1216 hectares within the geographical area depicted on the map in Schedule "A", which lands shall be included in

the request to the Minister for a Restructuring Order and which Restructuring Order will provide for the annexation of the said lands into the geographic area of the City.

"Buffer Lands" means that portion of the Annexed Lands identified in Schedule "A" which the parties agree will not be developed at any time in the future and that are intended to create a buffer in the form of a linear park between the development occurring in the City and the rural Township lands. The Buffer Lands will be designated as parkland through the City's Official Plan.

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

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

"Direct Costs" means legal and other consultant fees, plus a traceable proportion of Township staff time incurred and directly attributed to the work the Township may be required to undertake between the time this Agreement is executed and December 31, 2025 for purposes meeting the requirements of the Agreement and any related statutory obligations.

"Effective Date" means January 1, 2026.

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

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

"Non-Developable Lands" means that portion of the Annexed Lands identified in Schedule "A" which the parties agree will be protected from development by law or policy and has been identified through the Hemson Land Needs Assessment as having high and moderate development constraints.

"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 this Agreement.

3. Annexed Lands

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

3.2 Schedule "A" outlines the total area of the Annexed Land and describes the lands the parties agree consist of the Developable Lands, the Buffer Lands and the Non-Developable Lands.

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

3.4 Schedule "C" is a map showing the existing Township and County roads within the Annexed Lands that will be transferred to the City.

3.5 Schedule "D1" is a map showing the proposed ward boundaries of the City resulting from the transfer of the Annexed Lands, and to be confirmed in the Restructuring Order as of the Effective Date.

3.6 Schedule "D2" is a map showing the proposed ward boundaries of the City resulting from the transfer of the Annexed Lands effective the day the new Council is organized following the 2026 municipal election, and to be confirmed in the Restructuring Order as of the Effective Date.

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

3.8 Schedule "F" is a map showing the extent of the Forbes Road at Highway 400 Economic Area referred to in Section 5.1 (a).

3.9 Schedule "G" is a map showing the Little Lake Lands.

4. Purpose and Objectives

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

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

4.3 The parties agree that this Agreement is intended to address the following four priority objectives:

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

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

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

d) to create a buffer area along the Barrie-Springwater boundary to appropriately scale any future development and ensure an appropriate transition between the communities; such a buffer will also function as linear park and promote active transportation.

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

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

(a) Forbes Road at Highway 400 (expansion to the Midhurst Settlement Area) identified on the map attached as Schedule "F". The parties will consider the cost of servicing these lands which will include, as an option, the possibility that these lands be serviced by development located in Springwater.

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

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

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

5.3 The City will pay to the Township $170,000 per year commencing on January 1, 2026, and ending on January 1, 2030 ($850,000 total) without interest to be used exclusively for the purpose of funding economic development priorities.

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

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

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

5.7 The Chief Administrative Officer (CAO) of each municipality shall designate a lead contact for transition related matters and parties will work together to identify opportunities to work together to transition governance, communications and municipal service delivery to ensure transition happens in the most cost-effective and efficient manner. Collaboration and information-sharing meetings will occur quarterly unless determined by the parties that they are needed more frequently, and the County will be invited to participate in meetings where matters related to the transfer of roads or County interests are discussed.

5.8 The City agrees that Township residents will have access to City recreational facilities paying the same fees and charges as though they were City residents.

6. Compensation

6.1 Whereas the parties acknowledge that the current assessment value of properties within the Annexed Lands results in annual tax revenue of approximately $158,096.47 the parties agree upon the following terms and conditions set out in this Article for compensation.

6.2 The City shall pay the Township compensation based on Fifteen Thousand Dollars ($15,000) per developable acre of Annexed Land, which shall be the full extent of compensation that the Township is entitled to in respect of the Annexed Lands.

6.3 Payment of Five Million Dollars ($5,000,000) shall be made on January 1, 2026 and the remainder shall be paid in five installments divided equally and payable annually on July 1, 2026, and January 1, 2027, through January 1, 2030, with no consideration for interest.

6.4 The City has offered to enter into a cross-border servicing agreement with the Township to address the Township's needs related to the development of lands in the vicinity of the Bayfield corridor. At the Township' request, the parties agree that cross-border servicing will be dealt with in a future agreement which will determine matters, such as but not limited to, the capacity needs of the Township, the ability of the City to meet the Township's request, the timeline of servicing, location of connections, specific infrastructure requirements, responsibility for associated costs, and rates to be applied. All future agreements must adhere to the principle of full cost recovery by the City; this refers to all capital investment required to provide the servicing and ongoing operation and maintenance costs.

6.5 The City agrees to be responsible for all direct costs associated with the transfer of the Annexed Lands to the City from the Township, from the date the Township approves execution of this Agreement until December 31, 2025, including all consultants and legal costs incurred during the relevant time.

6.6 The City shall reimburse the Township for any such costs incurred as described in Subsection 6.5 above, by no later than 60 days of presentation to the City of invoices or proof of payment.

7. Assessment and Tax Collection

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

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

(a) There is a change in ownership of the property (except between spouses or in the case of agricultural lands, as between parent and child where the transfer is for the purposes of succession planning). For purposes of this section, "child" means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family, or

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

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

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

7.4 The Treasurer/Collector of the Township shall prepare and furnish to the Treasurer of the City a special collector's roll for the Annexed Lands showing all arrears of real property taxes or special rates assessed against the lands in the Annexed Lands up to and including the Effective Date and the persons assessed for them.

7.5 On the first day of the month following the month in which the City has received the special collector's roll from the Treasurer/Collector of the Township under subsection 7.4, the City shall pay to the Township an amount equal to all arrears of real property taxes or special rates assessed against the land in the Annexed Lands, including outstanding penalty and interest charges up to the Effective Date. Any tax arrears acquired by the City from the Township on the special collector's roll in subsection 7.2 which are deemed to be uncollectable and written off by the Treasurer of the City, will be deducted from the City's compensation to the Township under article 6 in the following year.

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

7.7 For the purpose of the assessment roll to be prepared for the City for taxation in 2026, being the year of annexation, the Annexed Lands shall be deemed to be part of the City and the Annexed Lands shall be assessed on the same basis that the assessment roll for the City of Barrie is prepared. The Township agrees that the assessment rolls for the annexed lands shall be provided to MPAC at its earliest opportunity and without waiting for this agreement to be executed, so to be as far in advance of MPAC's keying cutoff date as

possible to ensure that the 2026 tax rolls are prepared based on municipal boundaries as of January 1, 2026.

7.8 Prior to November 1, 2025 , the Clerk of the Township shall prepare and furnish to the Clerk of the City, in respect of the Annexed Lands, a schedule detailing any local improvement charges and/or other charges to facilitate billing of them by the City with payment of these amounts to be forwarded back to the Township to satisfy the original debt incurred.

8. Utilities Transfer

8.1 The City will work with Alectra Utilities Corporation (Alectra) and apply to the Ontario Energy Board for approval to align the provision of hydro services by Alectra with the new municipal boundaries. The Township agrees to cooperate in this process.

8.2 The City and the Township will each notify Enbridge Gas (Enbridge) in regard to the transfer of the Annexed Lands and the City will work with Enbridge to obtain any regulatory approvals that may be required. The Township agrees to cooperate in this process.

8.3 The City will work to ensure any other utility transfers that may be necessary for utility services are adjusted to follow the new municipal boundaries. The Township agrees to cooperate in this process.

9. Municipal By-laws and Official Plans

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

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

(i) That were passed under sections 34 or 41 of the Planning Act or a predecessor of those sections, or

(ii) That were passed under the Highway Traffic Act or the Municipal Act, 2001, or predecessors of those Acts, that regulate the use of highways by vehicles and/or pedestrians or that regulate the encroachment or projection of buildings, or any portion thereof, upon or over highways.

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

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

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

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

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

9.4 The City agrees that when updating its land use policies and by-laws, the Annexed Lands south of Partridge Road, will be designated for employment uses. Furthermore, the Township agrees that lands located north of Partridge Road to Forbes Roads will be used for Employment Uses within the Township and County of Simcoe.

9.5 During the period preceding the Effective Date, the Planning Staff of the Township shall ensure that their City counterparts are fully apprised of any and all development applications and other planning approvals (whether the same are merely anticipated, in pre-consultation or other informal discussions, or if a formal application has been made) affecting the Annexed Lands, with a view to ensuring that any ongoing planning processes may continue without undue delay from and after the Effective Date. Where responsibility to administer the provisions of any development-related agreements entered into by the Township is transferred to the City, all securities related to ensuring compliance with such agreements will also be transferred to the City.

9.6 Except as specifically provided for in this agreement, nothing of a general nature in this Agreement shall have the effect of restricting or limiting the jurisdiction of the City in relation to any planning matter that may hereinafter be considered.

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

10. Assets, Liabilities, Rights and Obligations

10.1 All real property, including any highway, street, fixtures, easements or restrictive covenants running with the land of the Township located within the Annexed Lands, shall vest in, and all liabilities associated with this real property shall be assumed by, the City on the Effective Date. All other assets and liabilities of the Township or County shall remain the assets and liabilities of the Township or County as the case may be.

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

10.3 Any liability of the Township or County related to the Annexed Lands, in respect of:

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

(b) litigation commenced against the Township and County prior to the Effective Date for the Initial Phase;

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

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

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

shall remain liabilities and obligations of the Township or County respectively.

10.4 Without limiting the generality of subsection 10.1, any reserve fund, trust fund, or other account ("Funds") of any nature held by the Township on the effective date, which is held for the sole purpose of maintenance, improvement or operation of any of the assets referenced in subsection 10.1, shall be transferred to the City on the effective date. To the

extent that such Funds are held by the Township for the purpose of the Annexed Land in accounts that apply to a broader area, a proportionate amount of the Funds shall be transferred to the City to be used for the benefit of the Annexed Lands.

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

11. Studies, Plans, Records and Data

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

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

(b) Historical and active building permit information.

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

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

(e) Inventory of registered second suites.

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

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

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

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

12. Notice

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

In the case of the City,

City Hall, 70 Collier Street

Barrie, Ontario

L4M 4T5

Attention: City Clerk

Email: Cityclerks@barrie.ca

and

In the case of the Township,

Township of Springwater

2231 Nursery Road.

Minesing, Ontario

L9X 1A8

Attention: Jennifer Marshall, Township Clerk

Email: Jennifer.marshall@springwater.ca

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

13. Dispute Resolution

13.1 If a dispute arises with respect to any interpretation of this Agreement, the matter in dispute may be referred for resolution through mediation. The mediator shall be agreed upon by all parties. Before resorting to any of the formal dispute resolution mechanisms in

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

13.2 If a mediator cannot be agreed upon by all parties, or the dispute is not resolved through mediation, the matter may be referred to arbitration, to be conducted in accordance with the provisions of the Arbitration Act, 1991, except as provided herein.

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

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

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

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

14. General

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

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

have been automatically amended to the minimum extent required to eliminate such inconsistency.

14.3 The invalidity, illegality or unenforceability of any particular provision, article or sub-article in this Agreement shall not affect any other provision of this Agreement, and the balance of this Agreement shall remain valid and in full force and effect notwithstanding any such invalidity, illegality or unenforceability.

14.4 The failure of either party to require performance by the other of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. Nor shall the waiver or a breach of any provision by either party be taken or be held to be a waiver of any further breach of the same provision or the breach of any other provision of this Agreement.

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

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

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

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

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

14.10 List of Schedules

The following Schedules are an integral part of this Agreement:

"A" Map of Annexed Lands

"B" Legal Description of Annexed Lands

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

"D1" Proposed City Ward Boundaries within Annexed Lands

"D2" Proposed City Ward Boundaries within Annexed Lands effective the day the new Council is organized following the 2026 municipal election.

"E" Proposed reduced Township Ward Boundaries resulting from the Annexation

"F" Map showing the extent of the Forbes Road at Highway 400 Economic Area

"G" Map showing the Little Lake Lands.

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

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

THE CORPORATION OF THE CITY OF BARRIE

Per: Alex Nuttall, Mayor

Per:

Wendy Cooke, Clerk

Draft

THE CORPORATION OF THE TOWNSHIP OF SPRINGWATER

Per:

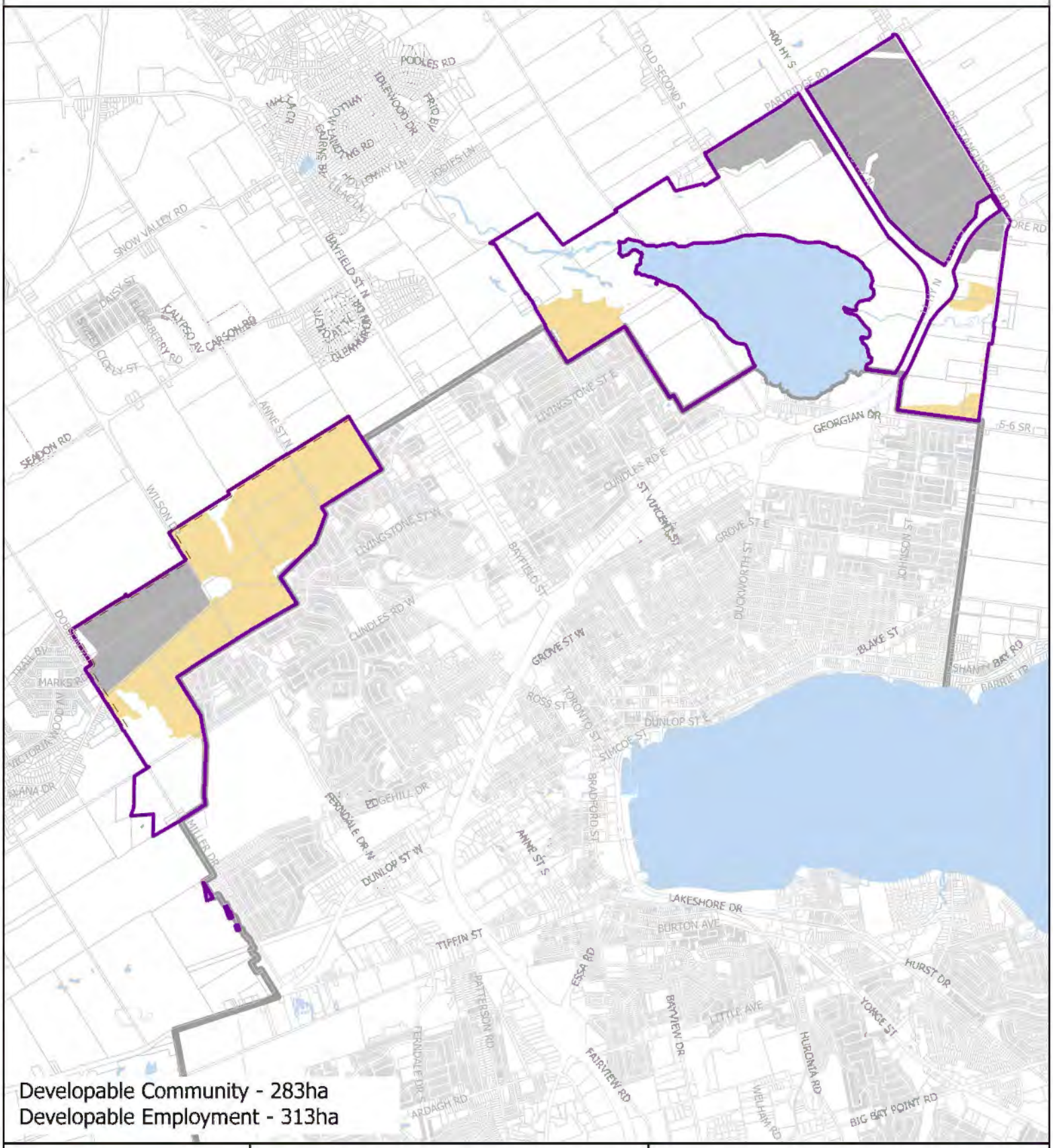
Jennifer Coughlin, Mayor

Per: Jennifer Marshall, Township Clerk

Draft

Schedule A - Map of Annexed Lands

Appendix A



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New Barrie Lands (1216ha)

Buffer 30m (20ha)

City of Barrie Boundary

Developable Employment

Developable Community

Parcels

GIS Branch 9/30/2025

0 650 1,300 2,600 Metres

N

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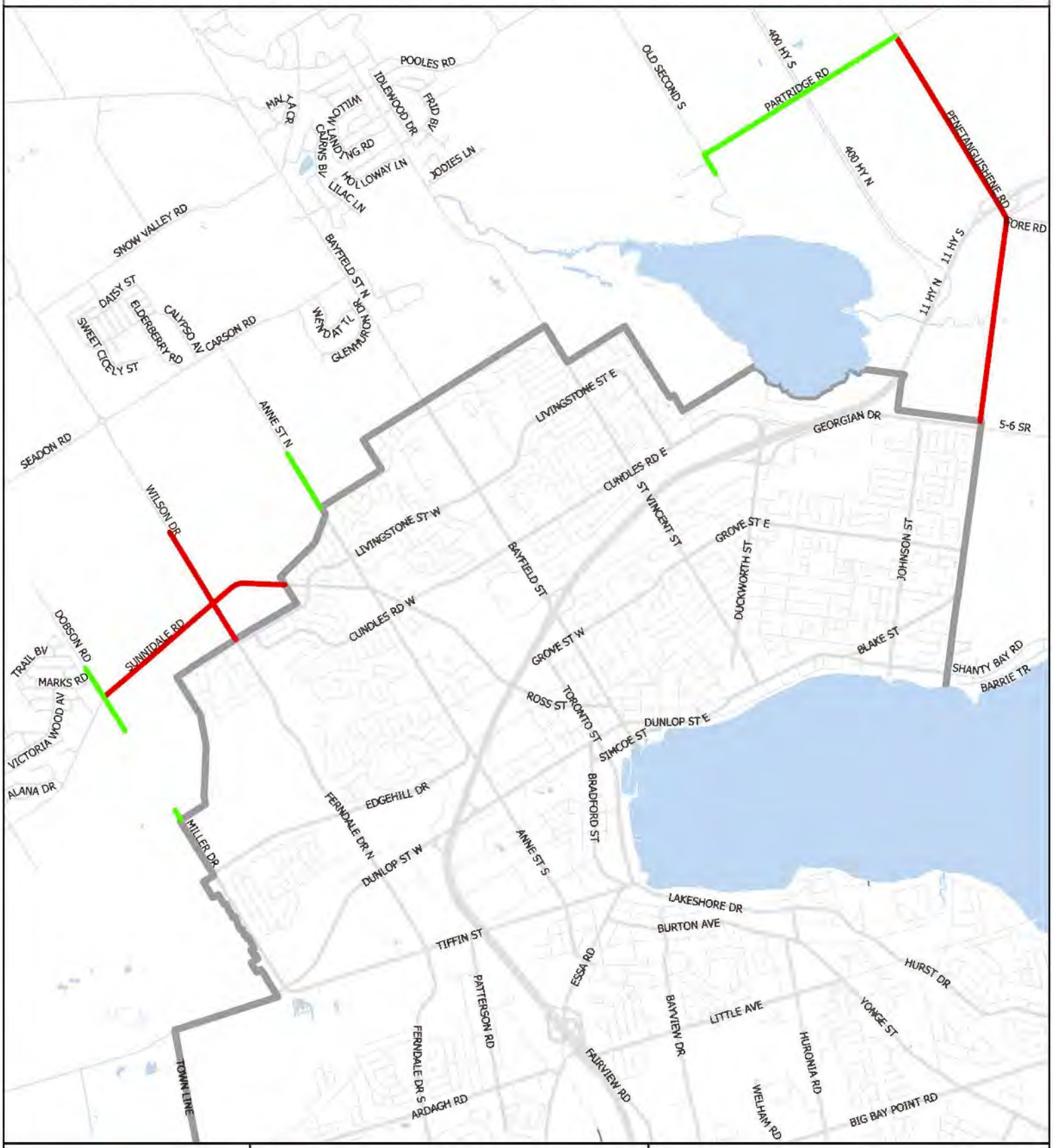
Schedule "B" - Legal Description of Annexed Lands
To be added when available

Draft

Schedule C - Map Showing Township and County Roads Within the Annexed Land to be Transferred to the City



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Township Road to be Transferred to City

County Road to be Transferred to City

City of Barrie Boundary

GIS Branch 9/23/2025

0 650 1,300 2,600 Metres

N

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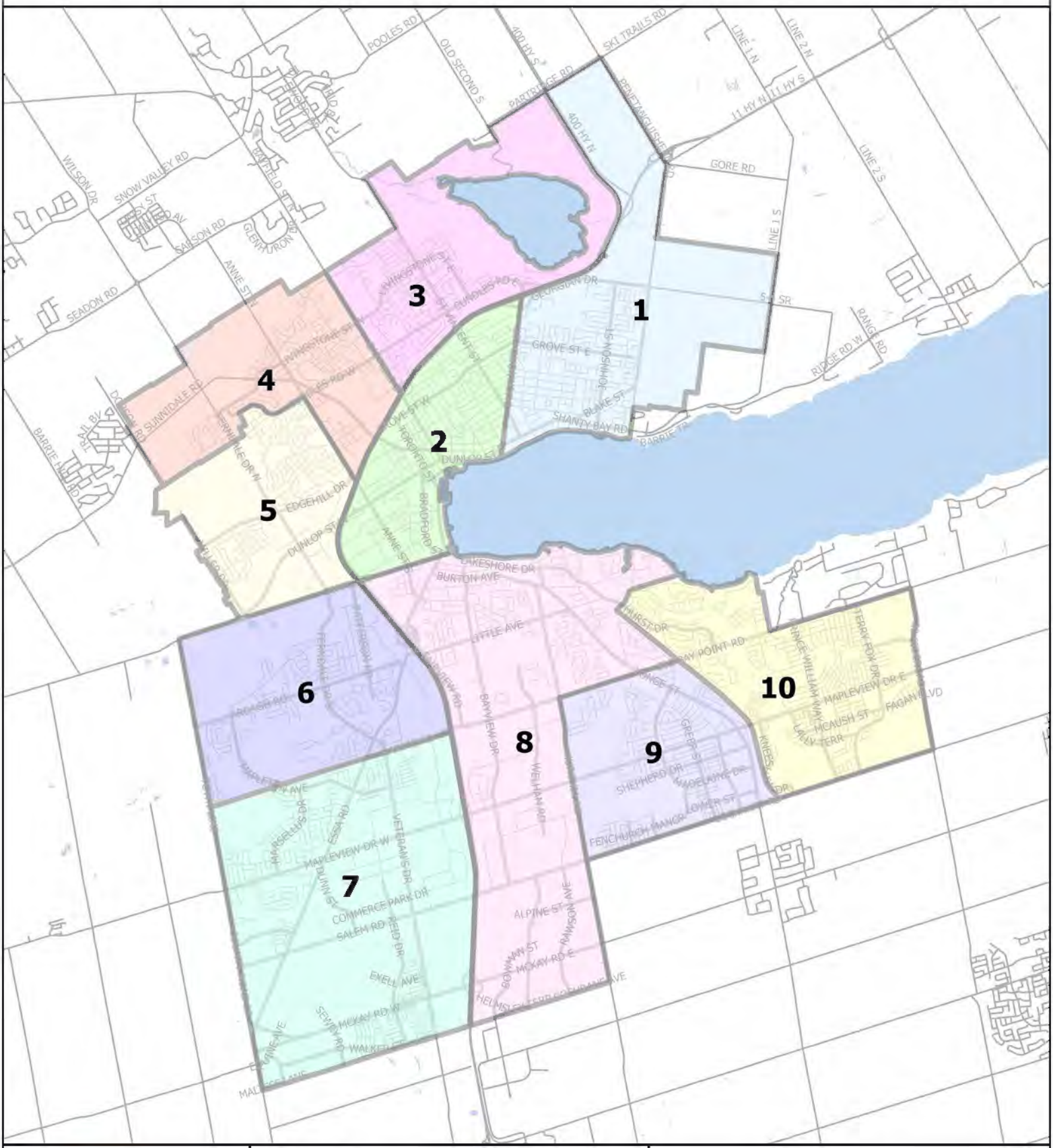
Schedule D1 – City Ward Boundaries Including Annexed Lands (Effective January 1, 2026)

Appendix A



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Ward Number

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

GIS Branch 9/23/2025

0 1,125 2,250 4,500 Metres

N

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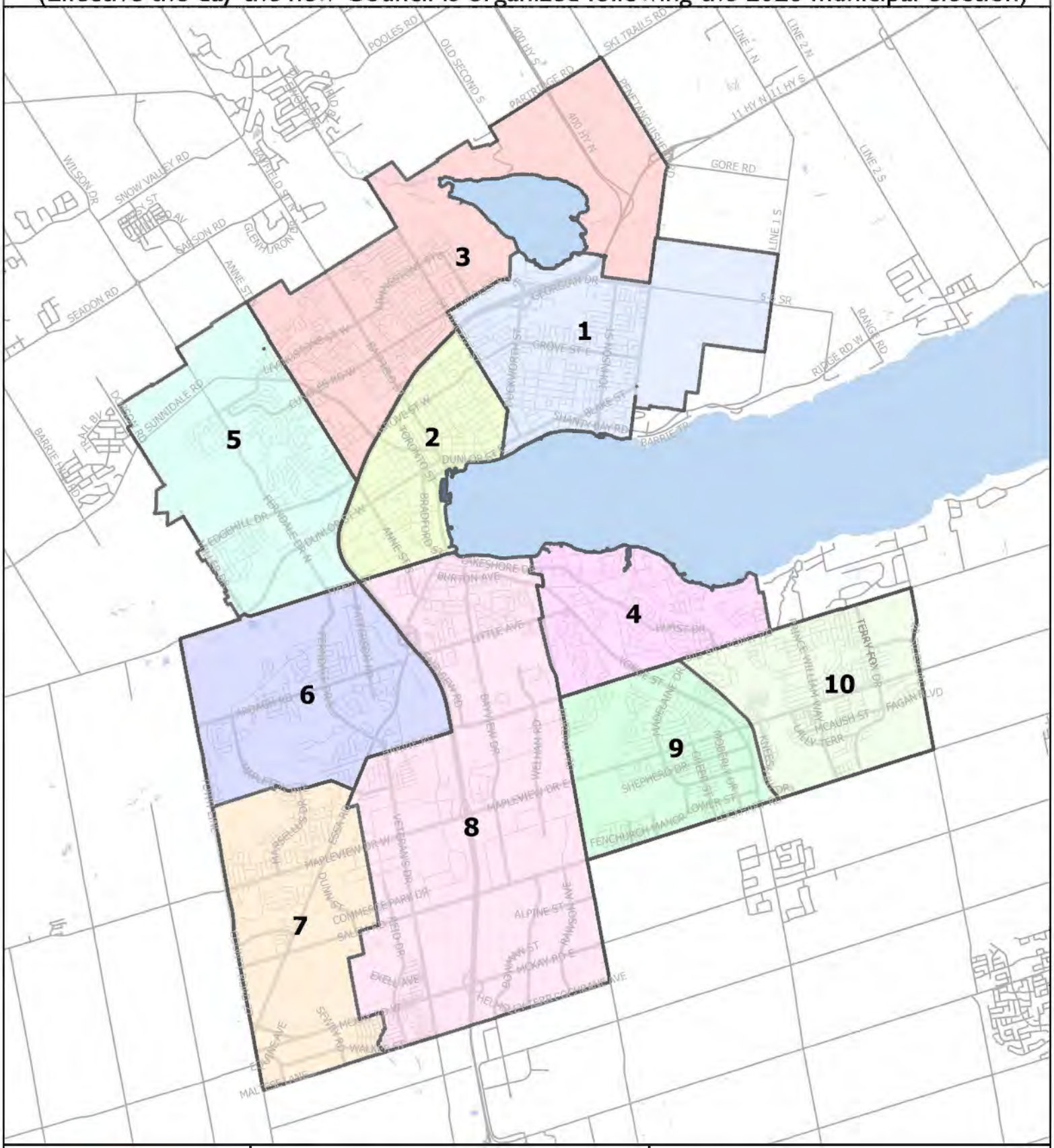
Schedule D2 – City Ward Boundaries Including Annexed Lands

Appendix A

(Effective the day the new Council is organized following the 2026 municipal election)



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Ward Number

1
2
3
4
5
6
7
8
9
10

GIS Branch 9/23/2025

0 1,125 2,250 4,500 Metres

N

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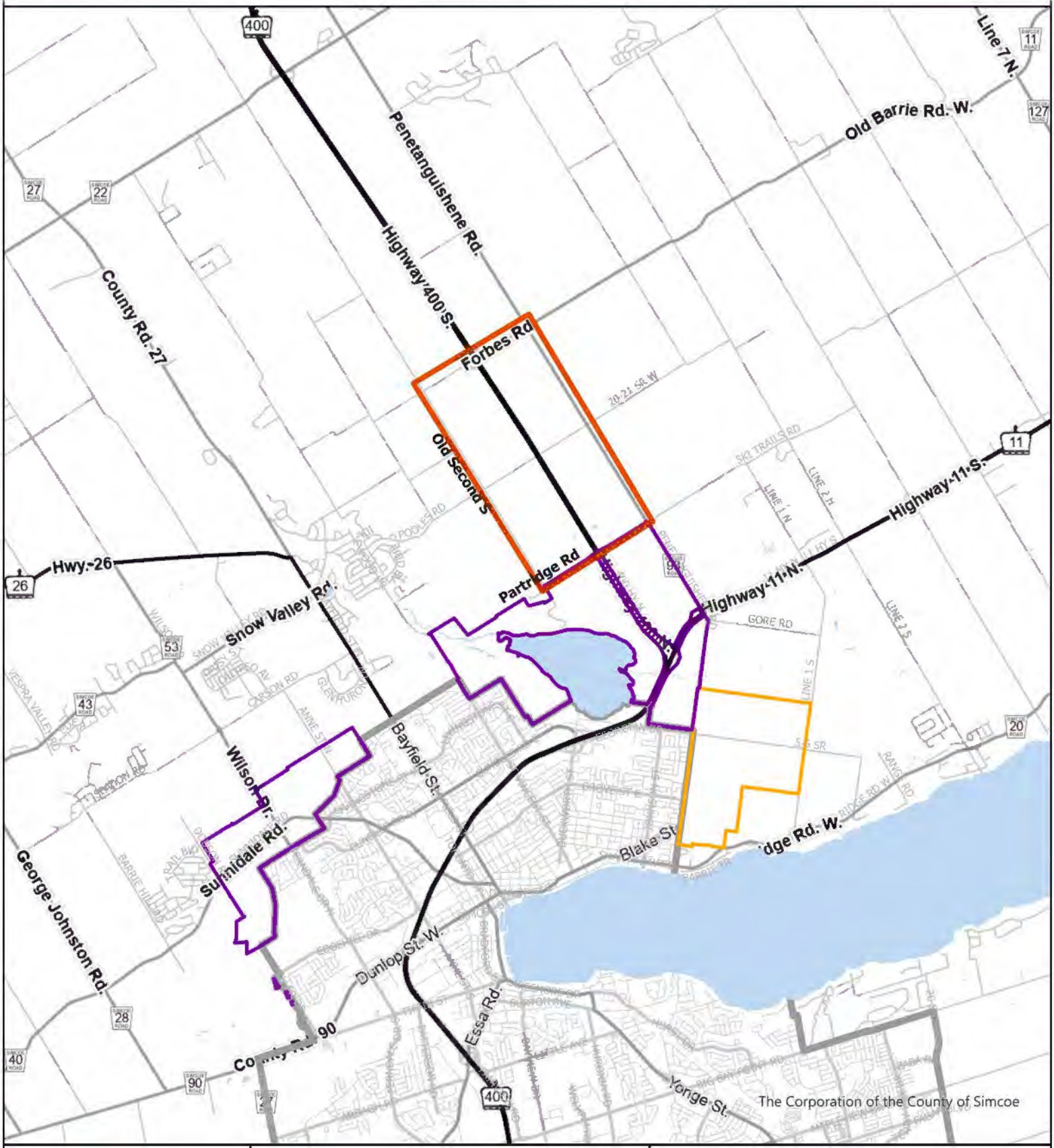
Schedule "E" Proposed reduced Township Ward Boundaries resulting from Annexation
To be added when available

Draft

Schedule F - Forbes Road at Highway 400 Economic Area



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- New Barrie Lands - Oro
- New Barrie Lands - Springwater
- Future Study Area
- City of Barrie Boundary

GIS Branch 9/25/2025

0 1,200 2,400 4,800 Metres

N

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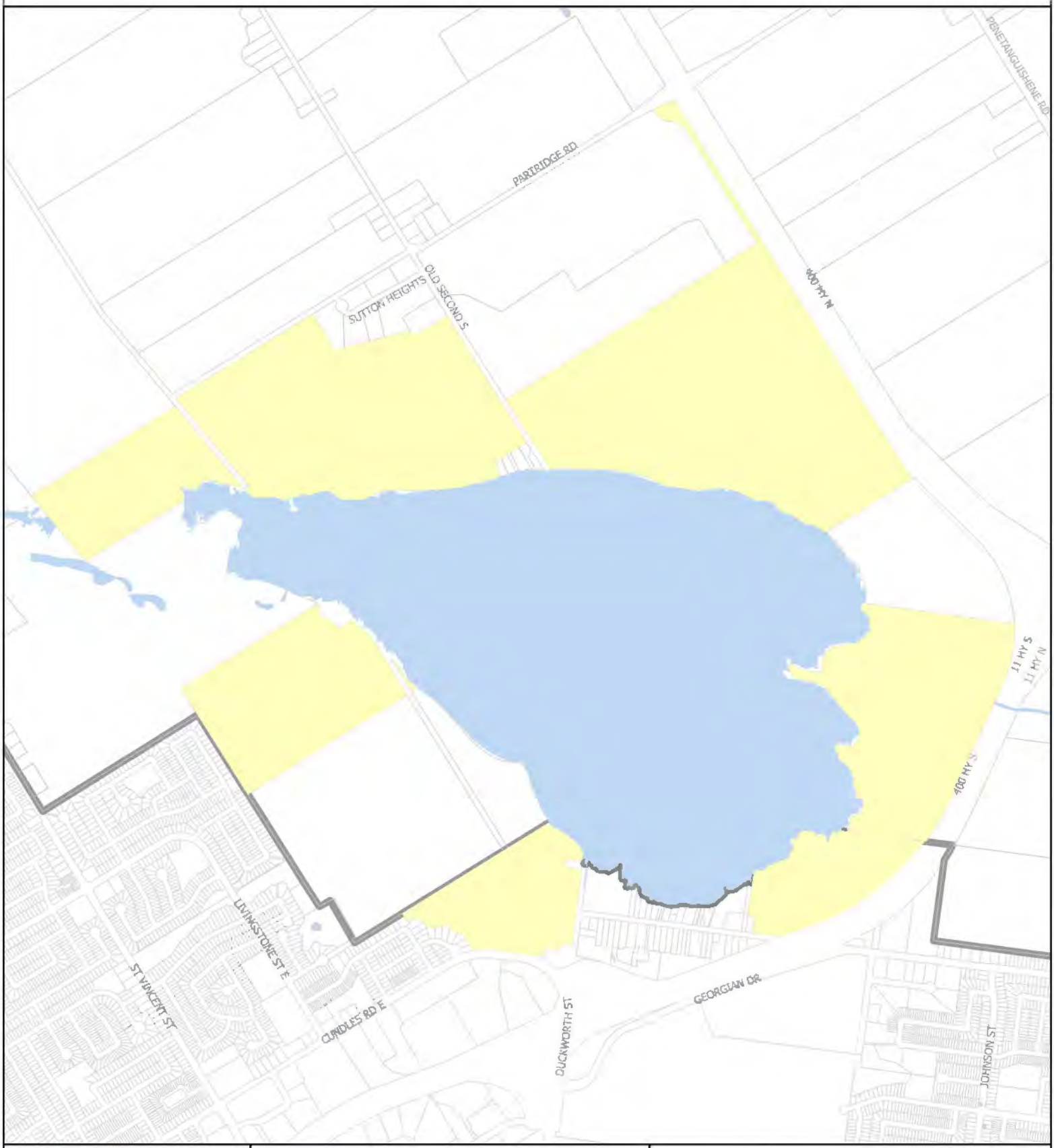
Schedule G - Map showing the Little Lake Lands

Appendix A



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City of Barrie Owned Lands (263.1ha)

Parcels

City of Barrie Boundary

GIS Branch 9/24/2025

0 240 480 960 Metres

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