

BY-LAW NUMBER 2025-

**A By-law of The Corporation of the City of Barrie to
adopt a restructuring proposal concerning expanding
the municipal boundaries of the City of Barrie.**

WHEREAS, Section 171 (1)(a) of the *Municipal Act* allows for municipal restructuring to proceed in a timely and efficient manner to facilitate municipal restructuring over a large geographic areas;

AND WHEREAS, Section 173 of the *Municipal Act* provides the authority for a municipality in a geographic area to make a restructuring proposal which annexes part of a municipality to another municipality by submitting to the Minister a restructuring report describing the proposal and in a form satisfactory to the Minister;

AND 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, a public meeting was held on September 29, 2025, in the City of Barrie and a public meeting is scheduled to be held on October 8 in the Township of Springwater and October 15 in the Township of Oro-Medonte, in accordance with Section 173 (3) of the *Municipal Act*;

AND WHEREAS motion 25-G-XXX the Council of The Corporation of the City of Barrie adopted the Land Restructuring Proposal attached as Appendix "A" and "B" to this By-law;

AND WHEREAS it is deemed necessary and appropriate to enter into an agreement with each of the Township of Oro-Medonte and the Township of Springwater, and to confirm certain commitments made by the City to the County of Simcoe respecting provisions related to the boundary adjustment;

AND WHEREAS, the Mayor of Barrie executed a letter of commitment dated September 29, 2025 to the County of Simcoe regarding the adjustment to the municipal boundary as between the Corporation of the City of Barrie and the Corporation of the County of Simcoe substantially in the form attached as Appendix "C" to this By-law;

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*.

NOW THEREFORE, the Council of The Corporation of the City of Barrie hereby enacts as follows:

1. **THAT** the Mayor and Clerk be authorized to execute a Boundary Adjustment Agreement with the Corporation of the Township of Springwater 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 Mayor and Clerk be authorized to execute a Boundary Adjustment Agreement with the Corporation of the Township of Oro-Medonte 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 Oro-Medonte substantially in the form attached; and
3. **THAT** the approved Land Restructuring Proposal described in the above-referenced Agreements be forwarded to the Ministry of Municipal Affairs and Housing for approval; and
4. **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
5. **THAT** this By-law shall come into force and effect immediately upon the final passing thereof.

READ a first and second time this 1st day of October, 2025.

READ a third time and finally passed this 1st day of October, 2025.

THE CORPORATION OF THE CITY OF BARRIE

MAYOR – ALEX NUTTALL

CITY CLERK – WENDY COOKE

**BY-LAW NUMBER 2025-0XX
SCHEDULE “A”**

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's 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 7.1 above, 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

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

THE CORPORATION OF THE TOWNSHIP OF SPRINGWATER

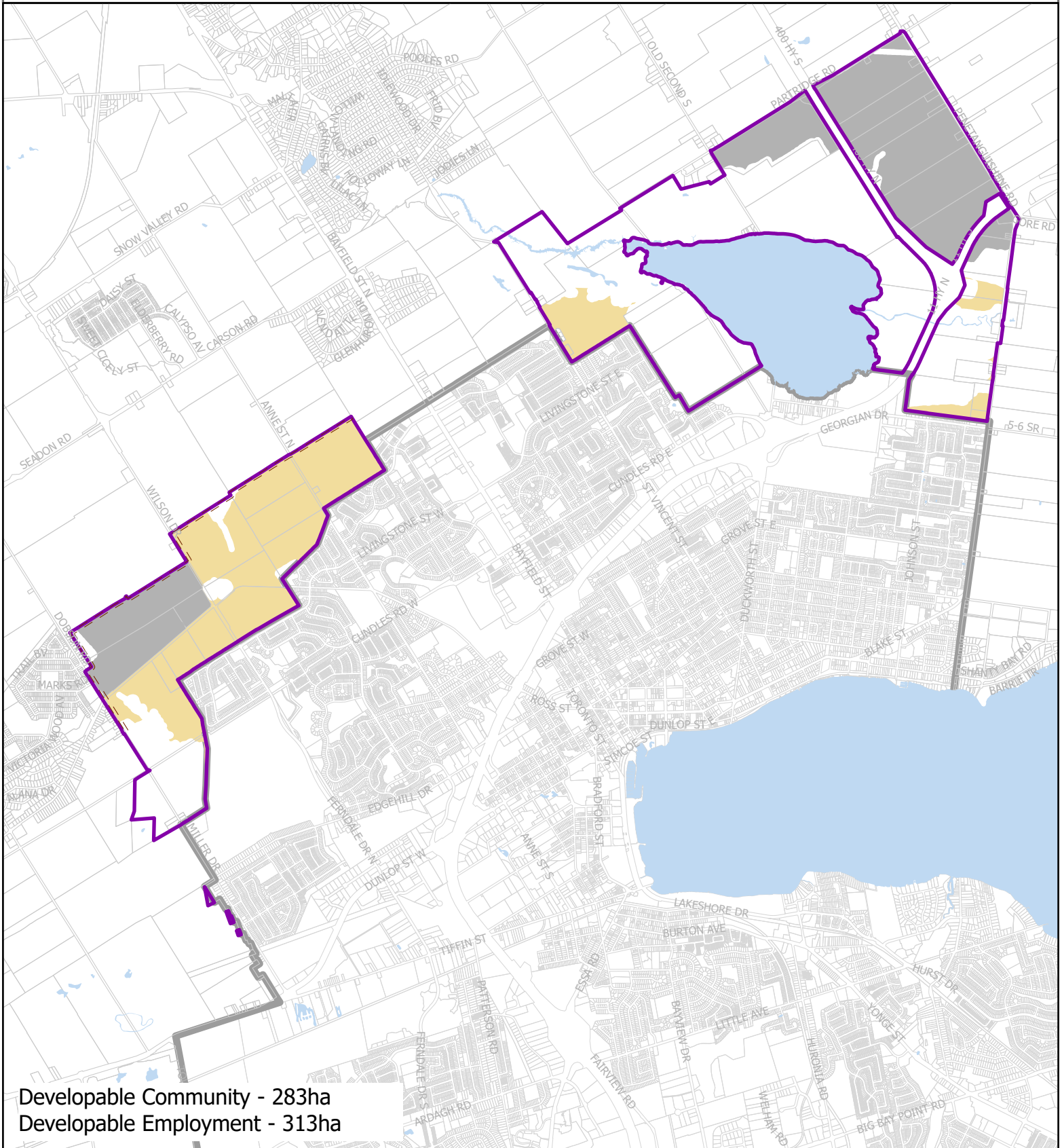
Per:

Jennifer Coughlin, Mayor

Per: Jennifer Marshall, Township Clerk

Draft

Schedule A - Map of Annexed Lands



Developable Community - 283ha
Developable Employment - 313ha



Produced without prejudice

DRAFT

- New Barrie Lands (1216ha)
- Buffer 30m (20ha)
- City of Barrie Boundary
- Developable Employment
- Developable Community
- Parcels

GIS Branch 9/30/2025

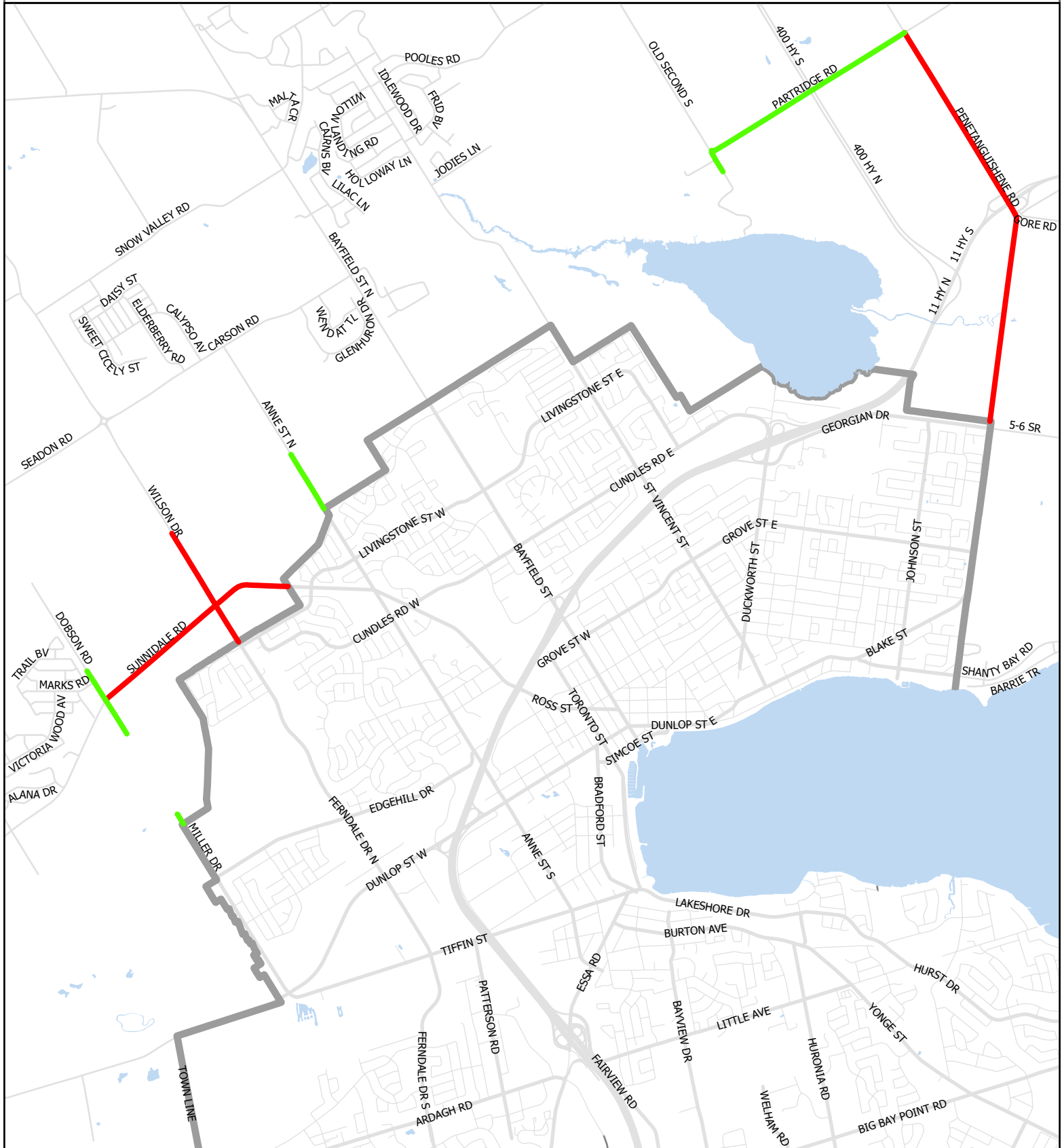


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Schedule "B" - Legal Description of Annexed Lands
To be added when available

Draft

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



Barrie

Produced without prejudice

DRAFT

— Township Road to be Transferred to City

— County Road to be Transferred to City

 City of Barrie Boundary

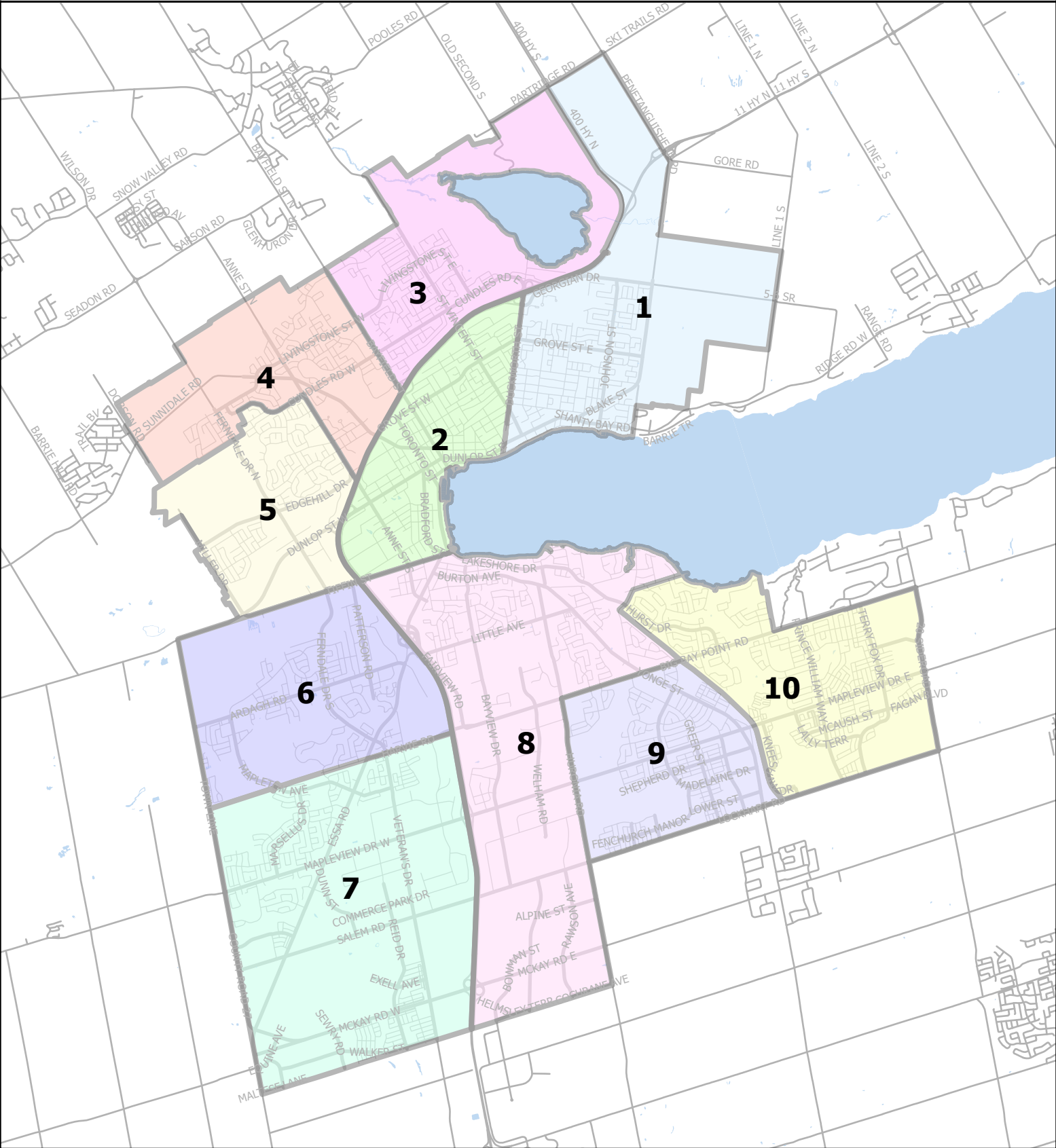
GIS Branch 9/23/2025

0 650 1,300 2,600 Metres



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



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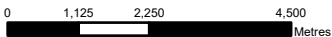
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Ward Number

- 1
- 2
- 3
- 4
- 5

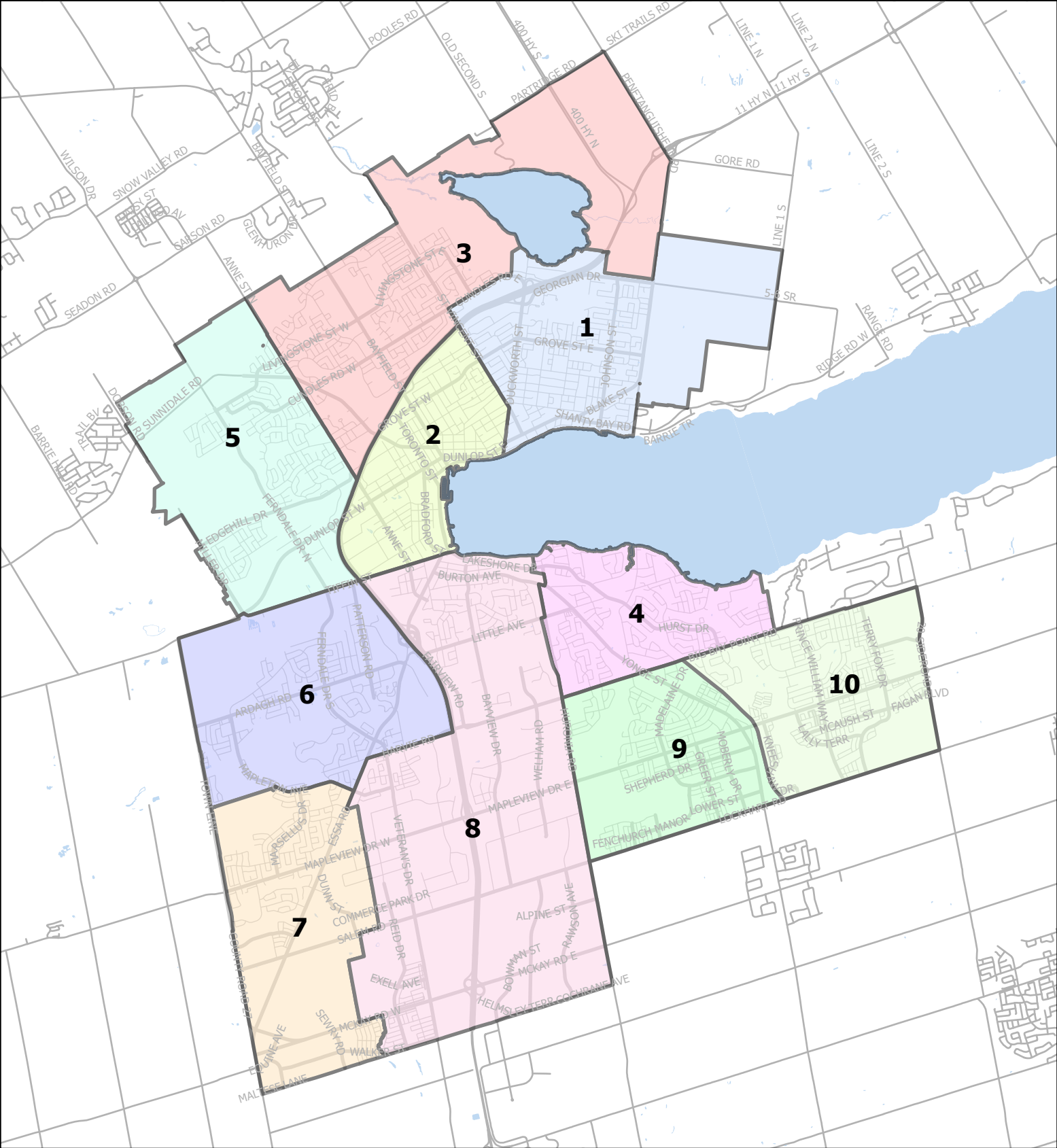
- 6
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GIS Branch 9/23/2025



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Schedule D2 – City Ward Boundaries Including Annexed Lands (Effective the day the new Council is organized following the 2026 municipal election)



Barrie

Produced without prejudice

DRAFT

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

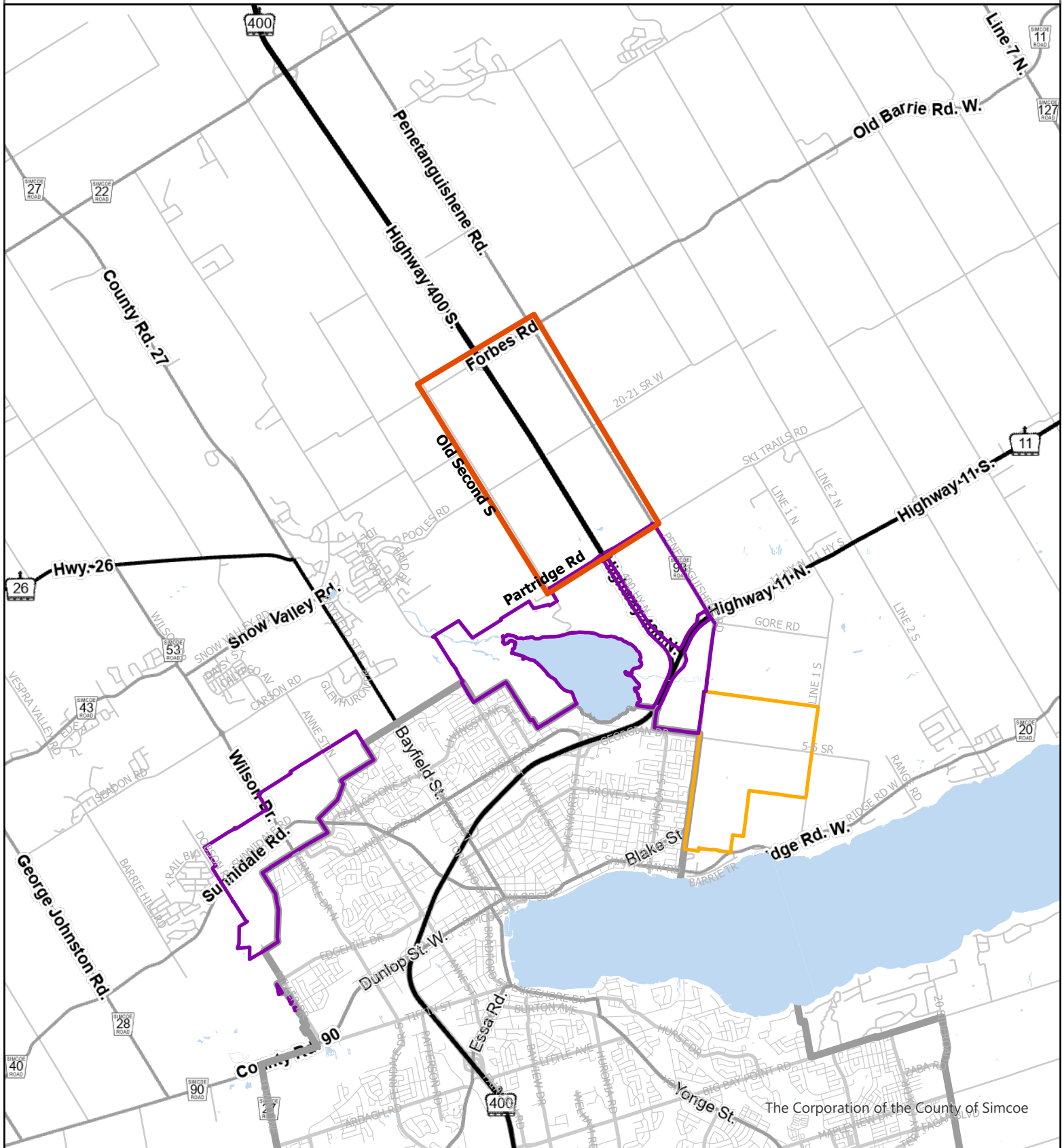


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Schedule "E" Proposed reduced Township Ward
Boundaries resulting from Annexation
To be added when available

Draft

Schedule F - Forbes Road at Highway 400 Economic Area

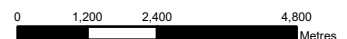


Produced without prejudice

DRAFT

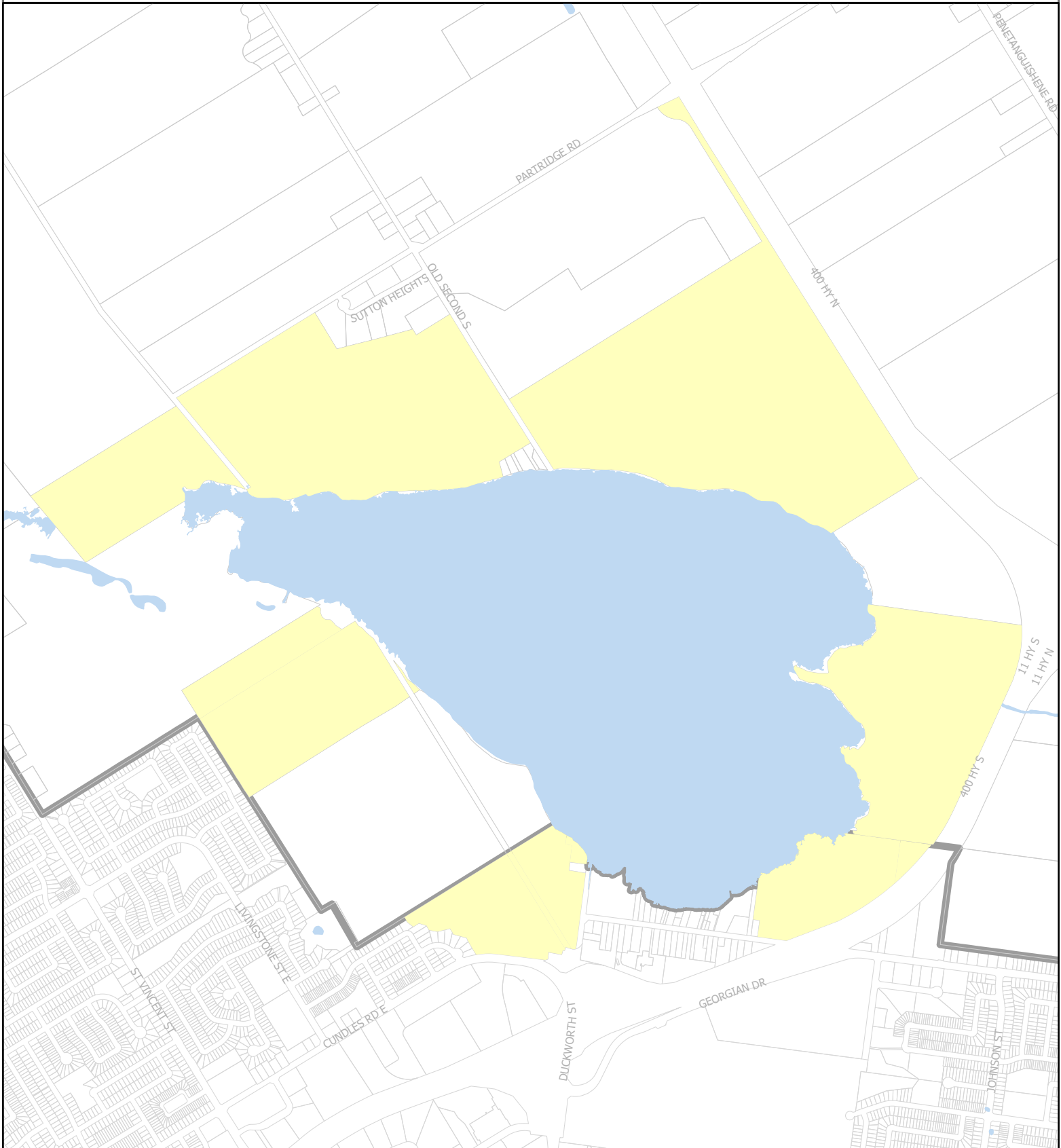
- New Barrier Lands - Oro
- New Barrier Lands - Springwater
- Future Study Area
- City of Barrier Boundary

GIS Branch 9/25/2025



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Schedule G - Map showing the Little Lake Lands



Produced without prejudice

DRAFT



City of Barrie Owned Lands (263.1ha)

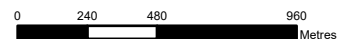


Parcels



City of Barrie Boundary

GIS Branch 9/24/2025



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**BY-LAW NUMBER 2025-xxx
SCHEDULE “B”**

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 Oro-Medonte (“Township”)

WHEREAS the City of Barrie [hereinafter “the City”], the Township of Oro-Medonte [hereinafter “the Township”], the Township of Springwater and the County of Simcoe have engaged in discussions in response to a proposal by the City to expand its Municipal Boundaries.

WHEREAS to support the City’s 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, intended to develop mutually acceptable growth management solutions across jurisdictions within the defined study area identified in the proposal.

WHEREAS the land needs assessment to determine the planning merits, stakeholder engagement process and timeline to finalize boundary adjustments agreements between the parties has been directed through the Provincial Land Development Facilitation process.

WHEREAS Hemson Consulting, RV Anderson, and North South Consulting have completed a review of the City’s residential and employment land needs and determined that Barrie requires five hundred (500) hectares of community lands to meet its forecasted land needs to 2051 and three hundred (300) hectares of employment lands to 2061.

WHEREAS three (3) options were reviewed to determine the best option for managing growth in the region.

WHEREAS it has been determined through the review process that the suggested option is to transfer land from the Township to the City to facilitate the identified community growth.

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, notwithstanding the value that this Agreement conveys to the Municipalities, 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 Minister’s Order, or otherwise.

1.3 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.

2. Definitions

In this Agreement:

“Annexed Lands” means approximately XX properties, within the geographical area depicted on the map in Schedule “A”.

“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 park between the development occurring in the City and the north edge of the Baycrest Drive subdivision located in the 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.

“Community Use” and “Community Use Areas” means uses centred around housing and institutional uses and the supporting infrastructure, services, and local retail employment necessary to sustain residential communities. Community Areas include both delineated built-up areas and designated greenfield areas as set out in Barrie’s official plan. Examples of Community Use Areas are set out in section 2.6 of the City’s current Official Plan as Neighbourhood Area, Community Hub, and Commercial District permitted uses, referred as Schedule “F”.

“Developable Land” means that portion of the Annexed Lands identified in Schedule “A” which the parties agree may be developed for Community Use 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.

“Employment Use” and “Employment Area” means areas where employment-related activities, such as business parks and industrial areas are permitted as defined in the Official Plans of the City and County of Simcoe.

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

“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.

“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.

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 Lands 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 and 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 an Excerpt from City’s Official Plan Regarding Community Uses.

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 and the County and Townships’ future regional employment needs.

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

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

- a) to enable the long-term preservation and public use of environmentally sensitive lands, particularly along the eastern edge of the Annexed Lands, which will be dedicated to the City through the development process, and protected as part of the City’s natural heritage system;
- 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 considered for Ministerial Zoning Orders; and
- c) to advocate for Provincial and other investment in the delineation and servicing of lands within the Townships and the City that will create employment opportunities for the residents of the Township of Oro-Medonte, Township of Springwater and the County of Simcoe.

4.4 The parties recognize that the Annexed Lands contain priority development areas, that have been the subject of previous MZO applications and will bring much needed seniors related housing and supports to the region.

4.5 The City will continue the work commenced by the Township and work with the landowners and the Province as necessary to advance approvals for development of the site known as the McLean lands, recognizing that an application for development has previously been the subject of an MZO request. The parties acknowledge that they cannot

fetter the City's discretion in the event the proposals are revised. All City development-related approvals, fees and charges will apply following approval of an MZO.

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

5.1 The parties to this Agreement shall collaborate with the County, Township of Springwater, 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 in the attached map as Schedule F.
- (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 would also include other initiatives related to the growth of the Lake Simcoe Regional Airport such as the Highway 11 and CR 127 interchanges, hydro upgrades, and other needed infrastructure to stimulate economic development.
- (c) Highway 400/Horseshoe Valley Road (lands southwest of Craighurst). The parties will explore this area as a priority location for the development of employment uses.

5.2 The parties will work together and include Springwater and Simcoe County, to create a Joint Economic Development Strategic Working Group to support coordinated growth strategies and investments for the benefit of each participant. 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 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 shall assume the cost of providing ongoing County services related to the Annexed Lands, after

the Effective Date. The City will work with the County and Township to ensure a seamless transfer of responsibilities.

5.4 The parties mutually affirm their commitment to maintaining the adjusted boundaries of the Municipalities, recognizing the stability and continuity this provides for the community while ensuring a consistent framework for long-term planning and development.

5.5 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.

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 \$xx 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 less the area of the Township property, which shall be the full extent of compensation that the Township is entitled to in respect of the Annexed Lands.

6.3 Payment shall be made as a lump sum on January 1, 2026.

6.4 The City acknowledges the Township's ownership of the parcel known municipally as 239 Penetanguishene Road and is willing to consider purchase at market value and at the Township's request in the future, subject to terms agreeable to both parties. Standard commercial assumptions for conducting appraisals will apply. For purposes of this Agreement, the area of this parcel will be included in the calculation to determine compensation per section 6.2, but if sold to the City the developable area compensation will be deducted from the final purchase price.

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 timeframe.

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 over twenty (20) years for agricultural land and five (5) years for all other land.

7.2 Notwithstanding subsection 7.1 above, 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 Township and to be collected by the City and paid to the Township when collected.

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, which shall include any

arrears subject to a tax sale by the Township, 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, if agreed to by the Treasurer of the Township, 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 with the proceeds being directed from the City to the Township.

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 is prepared.

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

8. Utilities Transfer

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

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

8.3 The City and the Township will work together for any other utility transfers that may be necessary for utility services to follow the new municipal boundaries.

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;
- (e) Official Plan and Zoning Bylaw provisions as outlined in section 9.7 of this agreement.

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 as outlined in section 9.7.

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

9.5 The City will comply with applicable Federal Airport Zoning Regulations, the Provincial Planning Statement provisions respecting planning for land development in the vicinity of airports and will discourage incompatible land uses in the vicinity of the Lake Simcoe Regional Airport. The City will take into account proximity to the Lake Simcoe Regional Airport and restrict uses that could impact airport operations through the production of steam or other exhaust, glare, the attraction of birds, the production of electronic signal interference, or any other uses which would impact the long term operation and economic role of the Lake Simcoe Regional Airport shall be prohibited. Any temporary uses that may cause short term negative construction impacts such as the use of cranes and the creation of excessive dust and debris shall be coordinated with Lake Simcoe Regional Airport staff and City staff prior to such a use being commenced or established.

9.6 The City and Township affirm their shared commitment to advancing provincial and federal goals of accelerating housing development, recognizing that the City is particularly well positioned to support and deliver on this objective efficiently and effectively, on the annexed developable Oro-Medonte lands.

9.7 The City agrees that when updating its land use policies and by-laws the Annexed developable Lands will be designated as Community Use Area as defined in this Agreement.

9.8 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.

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

10. Assets, Liabilities, Rights and Obligations

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

10.2 Development charge reserve funds held by the Township and the 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 in respect of:

- (a) Causes of action relating to acts or omissions of the Township or County where such acts or omissions occurred prior to the Effective Date;
- (b) Litigation commenced against the Township or 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 To the extent that the Township holds a reserve fund, trust fund or other account ("Funds") of any nature where the funds were specifically collected for and intended to maintain, improve or operate any of the specific assets referenced in subsection 10.1 in whole or in part, a proportionate share shall be transferred to the City on the Effective Date to be used for the benefit of the Annexed Lands.

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 in 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.

11.3 The City shall keep confidential any of the materials and information set out in subsections 11.1 and 11.2 above that the Township states are subject to solicitor client privilege and/or litigation privilege, which privilege may only be waived with the express consent of the Township, acting reasonably.

12. Notice

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

In the case of the City,

City Hall, 70 Collier Street

Barrie, Ontario

L4M 4T5

Attention: City Clerk

Email: Cityclerks@barrie.ca

and

In the case of the Township,

Township of Oro-Medonte

148 Line 7 South

Oro-Medonte, Ontario

L0L 2E0

Attention: Clerk

Email: xxxxx

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

13. Dispute Resolution

13.1 If a dispute arises with respect to any interpretation of this Agreement, the matter in dispute may be referred for resolution through mediation. The mediator shall be agreed upon by all parties. Before resorting to any of the formal dispute resolution mechanisms in this Agreement, the staff of the municipalities and/or designated members of the municipalities' Councils shall first meet with one another to attempt to resolve any differences through informal means. Despite the foregoing, either party may invoke the formal resolution mechanisms if either it or the other party is unwilling to engage in such informal means of dispute resolution.

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 (13.2) 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” Excerpt from City’s Official Plan Regarding Community Uses.

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:

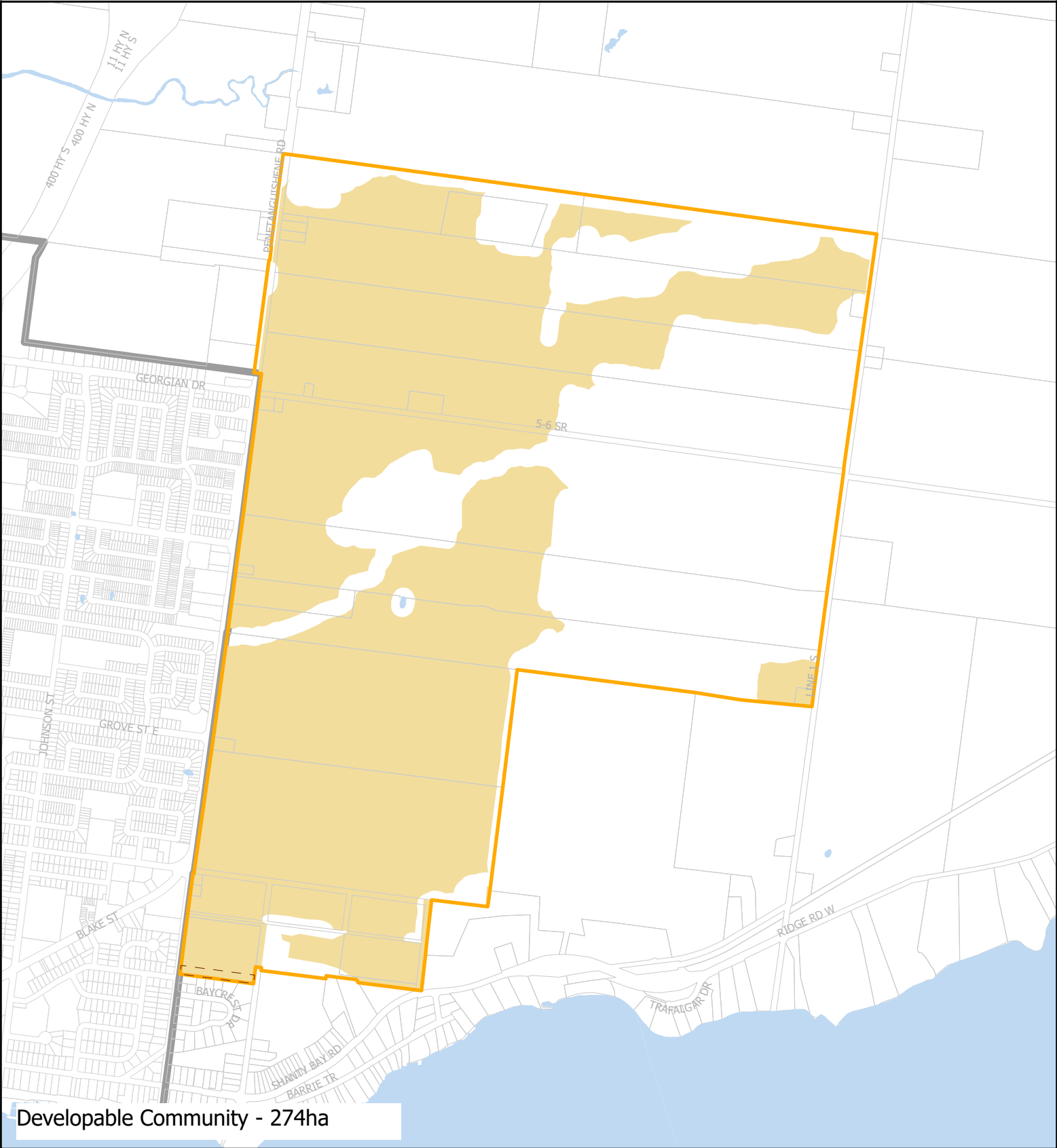
Wendy Cooke, Clerk

THE CORPORATION OF THE TOWNSHIP OF ORO-MEDONTE

Per: Randy Greenlaw, Mayor

Per: Yvonne Aubichon, Clerk

Schedule A - Map of Annexed Lands

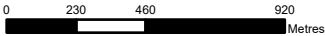


Produced without prejudice

DRAFT

- Buffer 30m (1ha)
- New Barrie Lands (457ha)
- Developable Community
- Parcels
- City of Barrie Boundary

GIS Branch 9/23/2025

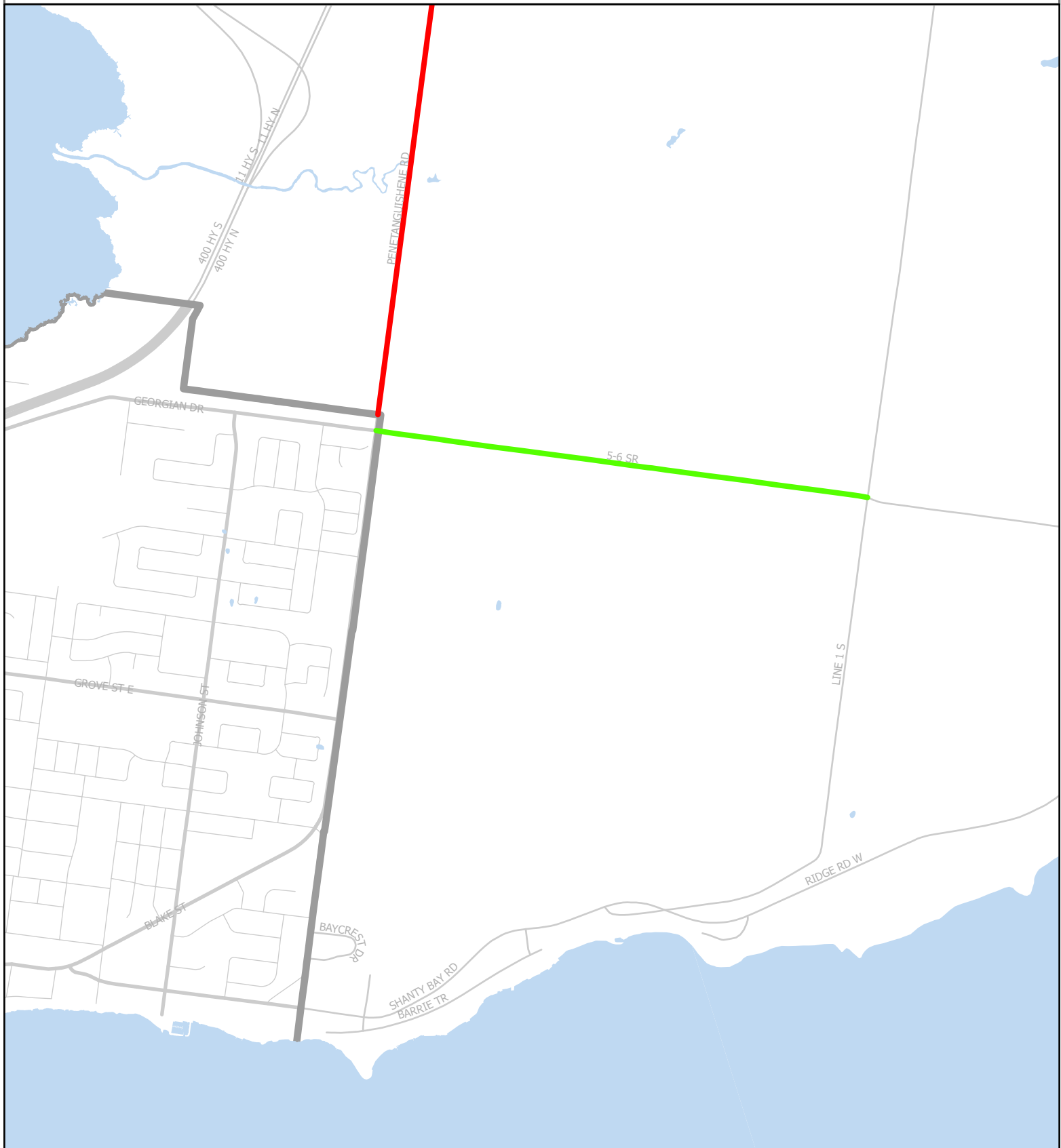


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Schedule "B" Legal Description of Annexed Lands
To be added when available

DRAFT

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



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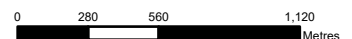
DRAFT

— Township Road to be Transferred to City

— County Road to be Transferred to City

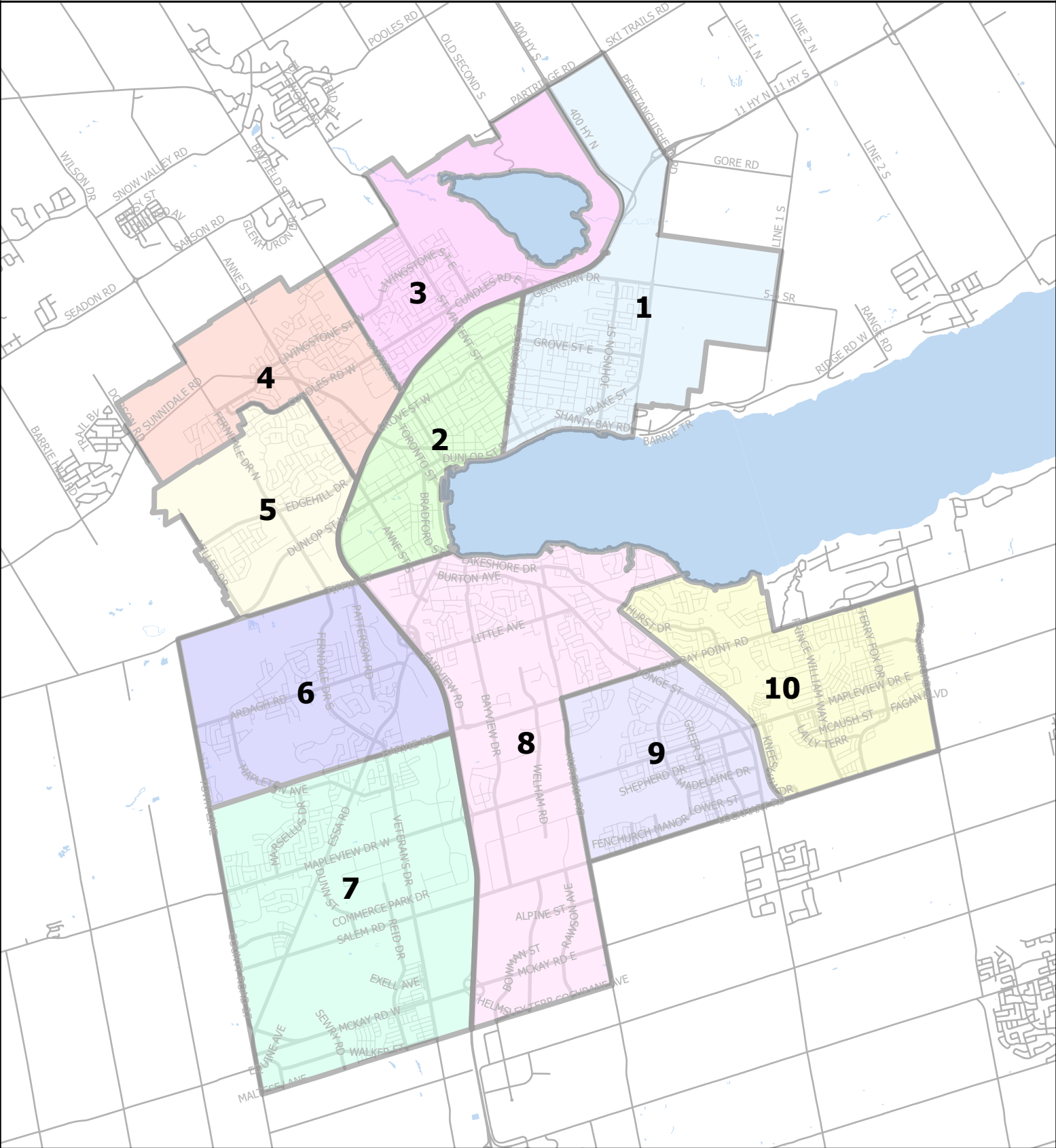
City of Barrie Boundary

GIS Branch 9/23/2025



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



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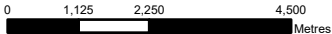
DRAFT

Ward Number

- 1
- 2
- 3
- 4
- 5

- 6
- 7
- 8
- 9
- 10

GIS Branch 9/23/2025



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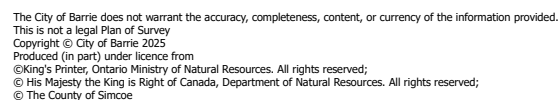
The map displays the City of Kelowna divided into 10 wards, each with a unique color and number. The wards are as follows:

- Ward 1 (Blue):** Located in the north-central area, adjacent to the lake.
- Ward 2 (Yellow):** Located in the central area, south of Ward 1.
- Ward 3 (Red):** Located in the north-eastern area, north of Ward 1.
- Ward 4 (Pink):** Located in the central-eastern area, east of Ward 2.
- Ward 5 (Green):** Located in the north-western area, north of Ward 2.
- Ward 6 (Purple):** Located in the south-western area, south of Ward 5.
- Ward 7 (Orange):** Located in the south-western area, south of Ward 6.
- Ward 8 (Light Pink):** Located in the central-southern area, south of Ward 2.
- Ward 9 (Light Green):** Located in the south-eastern area, south of Ward 4.
- Ward 10 (Light Yellow):** Located in the south-eastern area, east of Ward 9.

The map also shows various roads and geographical features, including a large lake on the right side. Roads labeled include POOLIS RD, OLD SECOND S, PARTRIDGE RD, SKI TRAILS RD, LINE 1 N, LINE 2 N, LINE 1 S, LINE 2 S, GORE RD, 53 SR, RIDGE RD W, RANGE RD, BARRIE TR, SHANTY BAY RD, BLAKE ST, JOHNSON ST, GROVE ST E, DUCKWORTH ST, GEORGIAN DR, LIVINGSTONE ST W, BAYFIELD ST, CUMBER RD W, GROVE ST W, TORONTO ST, BRADFORD ST, ANNE ST, DUNLOP ST W, FERRIS DR, EDGEHILL DR, SUNNIDALE RD, DUNCAN ST, BARRIE RD, SEADON RD, SNOW VALLEY RD, WILSON DR, and 400 HY N. The lake is labeled with "LAKE" and "SHANTY BAY RD".

DRAFT

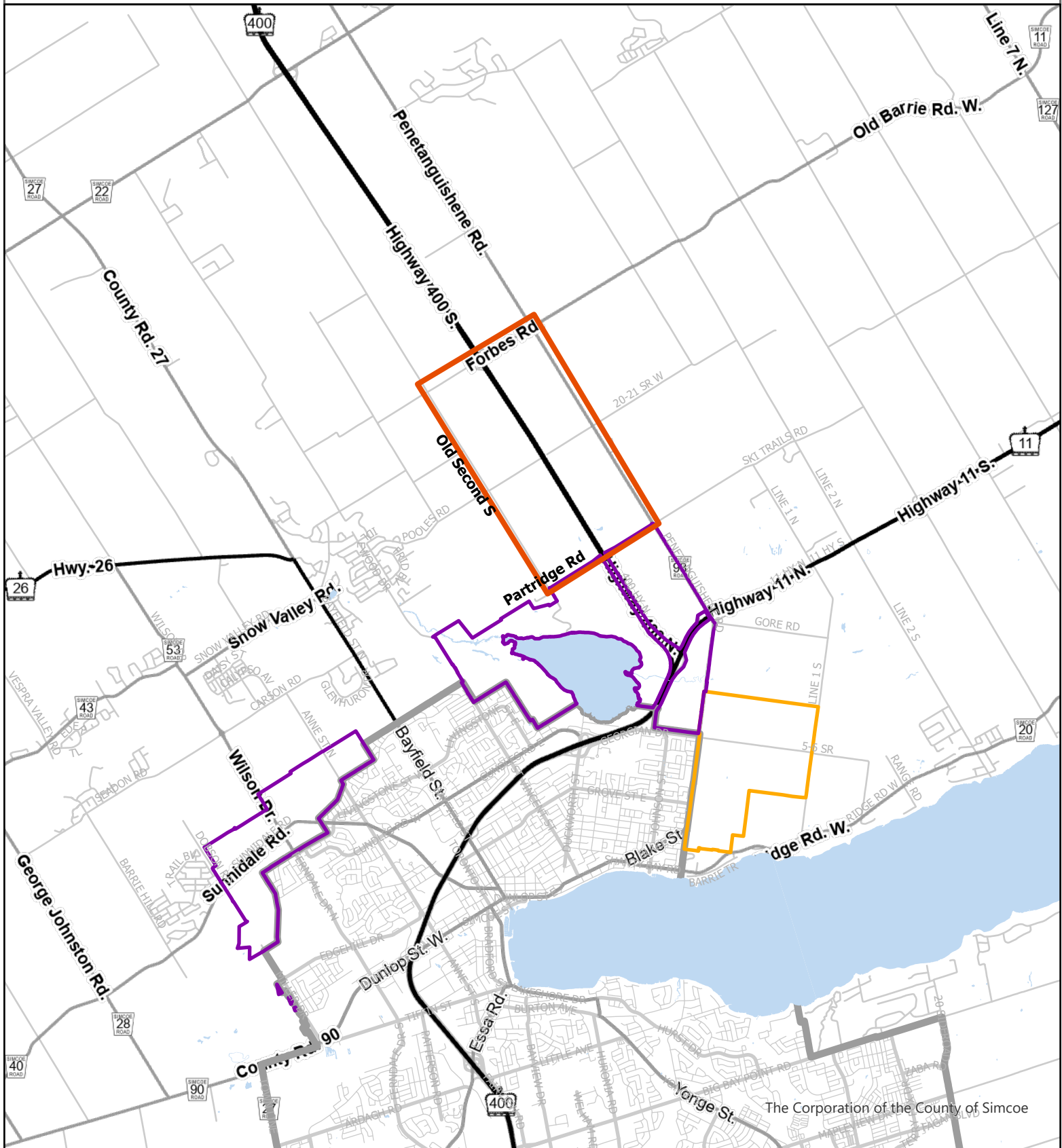
6
7
8
9
10



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

DRAFT

Schedule F - Forbes Road at Highway 400 Economic Area



Barrie

Produced without prejudice

DRAFT

- 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



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Schedule “G” Excerpt from City’s Official Plan Regarding Community Use

2.6.1 Neighbourhood Area

The purpose of the Neighbourhood Area designation is to recognize new and existing neighbourhoods and communities. Development on lands designated Neighbourhood Area on Map 2 is subject to the following policies, and any other applicable policies of this Plan.

2.6.1.1 Permitted Uses

The following uses shall be permitted in areas designated as Neighbourhood Area:

- a) Residential;
- b) *Home occupation*;
- c) Parks and other open space areas;
- d) Assisted living, long-term care homes, and other co-housing opportunities;
- e) *Supportive housing*;
- f) *Public service facilities*;
- g) *Community facilities*;
- h) Commercial, including small scale office, provided the use is located on a collector or arterial street as indicated on Map 4b; and,
- i) Retail provided the use is located on a collector or arterial street as indicated on Map 4b.

2.6.4 Community Hub

Lands designated Community Hub are planned to meet the needs of the community through an anchor community-oriented land use with complementary or ancillary uses that offer diverse activities/amenities.

Development on lands designated Community Hub on Map 2 is subject to the following policies, and any other applicable policies of this Plan.

2.6.4.1 Permitted Uses

A range of uses shall be permitted in areas designated as Community Hub, such as:

- a) *Public service facilities*;
- b) *Community facilities*;
- c) Major institutional;
- d) Office (including *major office*);
- e) Health services;
- f) Mobility hubs (e.g., GO stations, transit hubs, carpool lots);
- g) Assisted living, long-term care homes, and other co-housing opportunities;
- h) *Supportive housing*;
- i) Parks and other open space areas;
- j) Commercial as part of a mixed-use development;
- k) Retail as part of a mixed-use development;
- l) Farmers market and pop-up retail market; and,
- m) Residential (not related to an institutional-type use).

2.6.5 **Commercial District**

Development on lands designated Commercial District on Map 2 is subject to the following policies, and any other applicable policies of this Plan.

2.6.5.1 **Permitted Uses**

The following uses shall be permitted in areas designated as Commercial District:

- a) Retail (including *major retail*);
- b) Commercial;
- c) Office (including *major office*);
- d) *Community facilities*;
- e) *Public service facilities*;
- f) Institutional;
- g) Health services;

- h) Mobility hubs (e.g. GO stations, transit hubs, carpool lots);
- i) Assisted living, long-term care homes, and other co-housing opportunities as part of a mixed-use development containing retail or commercial uses;
- j) *Supportive housing* as part of a mixed-use development containing retail or commercial uses;
- k) Parks and other open space areas;
- l) Hospitality and tourism;
- m) Residential as part of a mixed-use development containing retail or commercial uses; and,
- n) Farmers market and pop-up retail market.

BY-LAW NUMBER 2025-xxx
SCHEDULE “C”



THE CORPORATION OF THE CITY OF BARRIE
Mayor's Office

September 29th, 2025

Confidential and without prejudice

Re: City of Barrie Boundary Adjustment Letter of Commitment

Warden Clarke,

As a party to the ongoing facilitated process led by the Office of the Provincial Land and Development Facilitator you are aware that the City of Barrie has been in negotiations to finalize a restructuring proposal under sections 172 and 173 of the Municipal Act, 2001 with the Townships of Springwater and Oro-Medonte. The negotiations include determination of the exact lands to be annexed into the City and the terms of compensation. Those agreements include provisions that recognize the role of the County as well as the Townships, and the City's commitments to the County in this regard.

The restructuring proposal will not significantly alter the County's relationship with the City however, there will be an impact on certain services, primarily waste collection and County roads within the proposed annexed lands. Through transfer of County roads to the City as a result of the proposed annexation, the County will be relieved of the ongoing responsibilities of owning, operating and maintaining these roads. Additionally, the burden of waste collection will be removed from the County for all properties within the lands proposed to be annexed from both Springwater and Oro-Medonte.

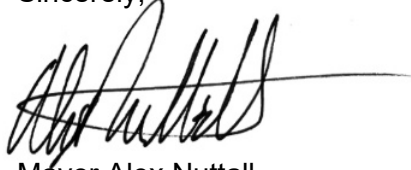
The cross-border servicing that the City will provide in Springwater will ensure that development of the Block 5 lands happens sooner than would otherwise be possible. The City understands that once serviced, the two MZO requests alone will generate a combined \$6.6 million in tax levy for the County (apprx \$2.6 million) and Township (apprx \$4 million).

A key focus of the compensation proposals are measures to ensure that the City, the County and the Townships of Springwater and Oro-Medonte continue to grow their economic strength. There is consensus that by working together to support economic development across the region, all parties will benefit. To make this happen, all four municipalities need to collaborate and the establishment of an Economic Development Strategic Working Group to support economic development opportunities across the region is a tool to accomplish this.

Thank you for your input at the plenary session we recently participated in that was facilitated by the Office of the Provincial Land and Development Facilitator. Following that discussion, this letter serves to commit the City to compensation directly to the County in addition to what will be paid to the Townships. The City commits to partner with the County and invest \$5,000,000 to be used

towards a project that will drive economic development. This financial offer is conditional upon the County and City agreeing on a project that will receive the investment, and most importantly, like the proposals submitted to each of the Townships, is conditional on the issuance of a Restructuring Order by the Minister of Municipal Affairs and Housing effective January 1, 2026. Thank you for your consideration of the proposed terms and I look forward to continuing our collaborative efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Nuttall', with a long horizontal line extending to the right.

Mayor Alex Nuttall

Kind regards,