



**Corporation of the City of Cambridge
Special Joint Council Meeting
Agenda**

Date: January 28, 2025, 6:30 p.m.

Location: Council Chambers (46 Dickson St, Third Floor, Cambridge, ON)

There is a Special Joint Council Meeting between the City of Cambridge and Township of North Dumfries.

To increase delegate accessibility, this meeting will be held as a hybrid meeting. Members of the public who are unable to attend the meeting in person may follow along virtually by visiting the following link: <https://www.youtube.com/@CityOfCambridgeOn/streams>.

Members of the public who wish to delegate may register by visiting <https://forms.cambridge.ca/Delegation-Request-Form>. Delegates may choose to delegate in person or by telephone. Alternative formats and communication supports are available upon request.

Members of the public wishing to speak at the Special Joint Council Meeting may complete an online Delegation Request Form by noon on the day of the Public Meeting. Alternatively, members of the public wishing to speak to a Public Meeting item who do not register will be given the opportunity to speak during the public callout.

If you wish to delegate virtually please email clerks@cambridge.ca or text 519-239-3280 and a member of the Clerks' team will facilitate your request. Please note this number is only monitored during Public Meetings and not regular Council Meetings.

All written delegation submissions will form part of the public record.

- 1. Meeting Called to Order**
- 2. Indigenous Territory Acknowledgement**
- 3. Disclosure of Pecuniary Interest**
- 4. Presentations**
 - 4.1 Proposed Boundary Adjustment Presentation
This Presentation will be provided on the Addendum

5. Delegations

5.1 Dave Aston, MHBC Planning re: 25-007-OCM City of Cambridge and Township of North Dumfries Proposed Boundary Adjustment

6. Public Meetings

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8. Motion to Receive

9. Adjournment



CAO Report No. 03-2025
City Manager Report 25-007-OCM

**JOINT COUNCIL PUBLIC MEETING
CITY OF CAMBRIDGE & TOWNSHIP OF NORTH DUMFRIES
January 28th, 2025**

PROPOSED BOUNDARY ADJUSTMENT AGREEMENT

The City Manager and Township Chief Administrative Officer recommend:

- 1) THAT all comments and correspondence received through the consultation process on the Proposed Boundary Adjustment Agreement be returned to Staff for further consideration in a future Report to respective Councils on the disposition of this matter;**
- 2) AND THAT the City Manager and the Township Chief Administrative Officer prepare individual Reports for submission to their respective Councils on next steps related to the Proposed Boundary Adjustment Agreement.**

1. PURPOSE

The Purpose of this Joint Public Meeting involving the Councils of the City of Cambridge and the Township of North Dumfries is to introduce a proposal to restructure to effect the annexation of certain lands as a minor boundary adjustment from the Township to the City. The convening of the Public Meeting is undertaken in accordance with Section 172(3) of the *Municipal Act, 2001*.

The purpose of this Report is to:

- Provide an overview of the Proposed Boundary Adjustment and the key aspects associated with the *draft* implementing Agreement;
- Solicit comments from interested members of the Public and other stakeholders that can be reflected in a future Report to the respective Councils on the Proposed Boundary Adjustment and the implementing Agreement; and,

- Confirm next steps associated with the process associated with a minor Municipal Boundary Adjustment.

2. BACKGROUND

2.1 Context

The Councils of the City of Cambridge (“City”) and the Township of North Dumfries (“Township”) are considering a proposal to restructure to effect the annexation of certain lands (“the Annexed Lands”) as minor boundary adjustments (“collectively, the Restructuring Proposal”) under the provisions of Section 172 and 173 of the *Municipal Act, 2001 S.O., c.15*, from the Township to the City.

The Restructuring Proposal only deals with certain lands that frame the current North Dumfries / Cambridge Municipal Boundary that have planning status for urban land use activities arising from earlier decisions conferred by either the Ontario Municipal Board, or, the Province of Ontario, and, a small district of existing residential lots whose existing property boundaries straddle the Township / City Municipal Boundary.

The approval of the Councils of the City of Cambridge, the Township of North Dumfries and the Region of Waterloo will be required in order to make application to the Minister of Municipal Affairs & Housing for approval of the Restructuring Proposal. Ultimately it is the Minister that is the Approval Authority for the Restructuring Proposal.

There are three (3) districts adjacent the existing Township / City Municipal Boundary that form part of the Restructuring Proposal. The boundaries of each of the three districts will be discussed in the Sections that follow in this Report.

The *draft* Boundary Adjustment Agreement, included as Attachment No.1 to this Report, represents:

- i) the mechanism that confirms the three Districts subject to the Restructuring Proposal;
- ii) outlines the obligations of the Parties to the Agreement; and,
- iii) transitional matters associated with the proposed Restructuring Proposal

2.2 Proposed Municipal Boundary Adjustments

The subsections that follow outline the three (3) districts that form part of the minor municipal boundary adjustments between the City and the Township.

The Restructuring Proposal of the lands from the Township to the City of the Annexed Lands will serve to facilitate the proper and orderly development of the Annexed Lands

and the provision of municipal services (water and sanitary services) thereto in order to foster integrated and efficient land use planning opportunities.

For the West Lands and the South Lands, to be described in the subsection below, the principle of urban development has been established through earlier decisions conferred by either the Ontario Municipal Board or the Province of Ontario.

For the Blair & Esther Lands, to be described in the subsection below, the Restructuring Proposal facilitates the consolidation of the existing residential properties for seven (7) homeowners into one Municipal jurisdiction. At present, the Cambridge / North Dumfries Municipal Boundary straddles the existing residential properties.

2.2.1 West Lands

Generally described as being situated to the east of Cruickston Creek, north of Roseville Road, and, immediately abutting the existing City / Township Municipal Boundary. These lands form part of the Westwood Village Phase II development lands. The location map below conceptually identifies the area associated with the West Lands.



The West Lands represent a developable land area of approximately 25.5 ha (63 acres). There are two property owners in the West Lands.

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On June 16th, 2009, the Region of Waterloo Council passed Bylaw No. 09-025 to adopt a new Official Plan for the Regional Municipality of Waterloo (Regional Official Plan). The new Regional Official Plan (ROP) replaced the Region's previous Regional Official Plan from era 1995.

The Ministry of Municipal Affairs & Housing issued a Notice of Decision to approve the ROP, with modifications on December 22nd, 2010. Several Parties subsequently appealed the Ministry's decision to the Ontario Municipal Board for adjudication (Case No. PL110080)

The West Lands formed part of a broader set of appeals to the ROP that were the subject of a Hearing by the Ontario Municipal Board (OMB). The OMB issued an Oral Decision to approve the ROP in part, with modifications, on June 18th, 2015. The Board confirmed its decision through a follow-up Memorandum of Oral Decision and Order of the Board, dated July 14th, 2015.

Through the decision of the OMB, dated July 14th, 2015, the West Lands were designated Urban Development Greenfield Areas in the Regional Official Plan. The principle for urban development on the basis of the extension of Municipal services (water and sanitary sewers) was established through the OMB decision.

With the favourable decision arising from the OMB Order, the two landowners subsequently filed *Planning Act* applications to pursue urban development on their lands. The files are referenced as: Proposed Zoning By-law Amendment - File No. ZC-03/21; Official Plan Amendment - File No. OPA-01/21; Draft Plan of Subdivision - File No: 30T-21301 [Domm Lands]; Draft Plan of Subdivision - File No: 30T-21302 [Hallman Lands]. These Files were the subject of a Public Meeting convened on May 17th, 2022. No decisions have been made on these *Planning Act* applications.

The West Lands form what is referenced to as Westwood Village Phase II. To the immediate east, within the current boundaries of the City of Cambridge, are the Westwood Village Phase I lands. Home construction and residential occupancies in this emerging neighbourhood within the current limits of the City are well underway.

The Westwood Village Phase II lands represent a logical and integrated extension of the urban development presently underway within the City. The future urban expansion into the Phase II lands will be serviced by municipal water and sanitary services, and, the connection to the existing road network.

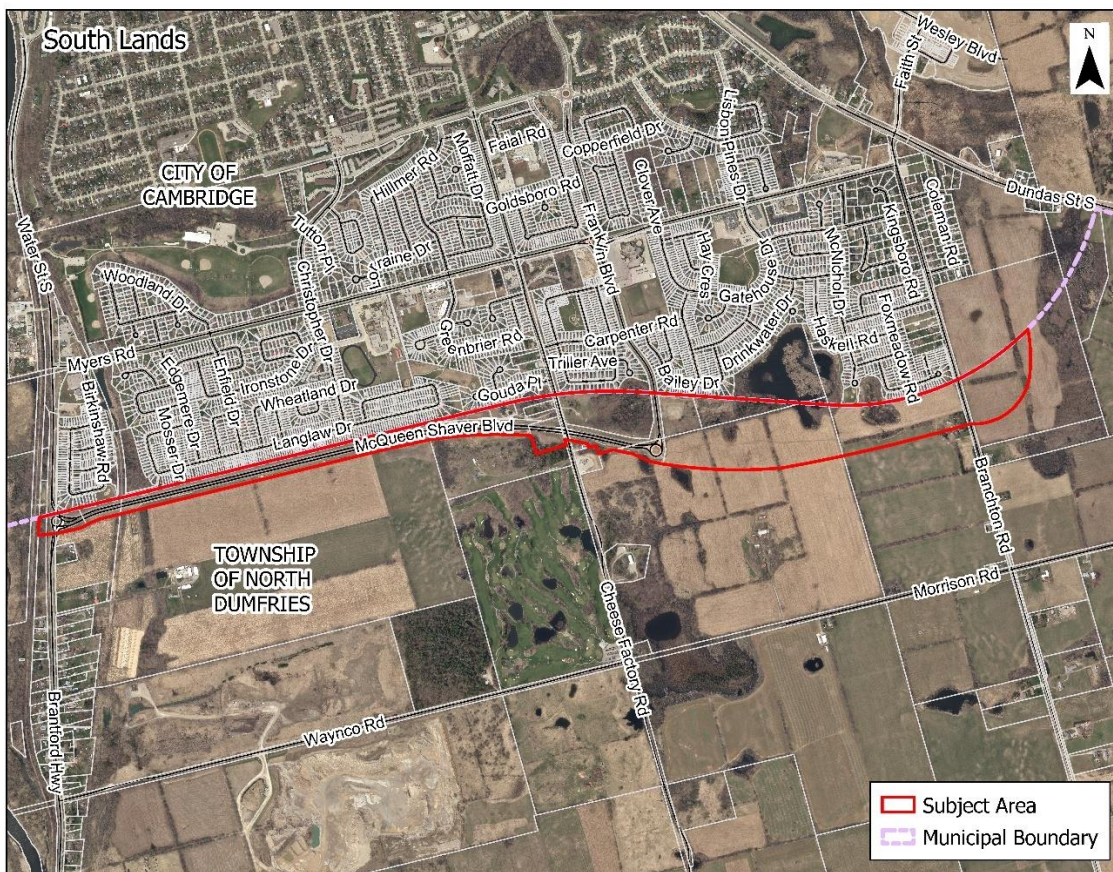
The Restructuring Proposal to incorporate the West Lands into the City of Cambridge will facilitate the appropriate integration and long term maintenance of the Westwood Village Phase II development area and will fully realize the principle of urban

development as contained within the Ontario Municipal Board’s decision to approve the Regional Official Plan, in part, in July 2015.

2.2.1 South Lands

Generally described as being situated as north of the southern limits of the McQueen Shaver Boulevard road allowance, extending from Highway 24 (Brantford Highway) through to the existing municipal boundary between the City of Cambridge / Township of North Dumfries to the east. For the lands east of the existing McQueen Shaver Blvd. / Franklin Blvd. roundabout, the proposed Boundary Adjustment will follow the southern boundary of the future McQueen Shaver Blvd. road allowance when it is constructed.

The location map below conceptually identifies the area associated with the South Lands.



The South Lands, not including the land area associated with the McQueen Shaver Blvd. road allowance, represent an area of approximately 36.9 ha (91 acres) comprised of ten (10) properties.

On August 25th, 2022 the Council of the Regional Municipality of Waterloo adopted Regional Official Plan Amendment No. 6 (ROPA 6). The South Lands were included in ROPA 6 and were proposed to be designated Urban Development Greenfield Areas. On April 23rd, 2023 the Minister of Municipal Affairs & Housing made a decision to approve ROPA 6 with modifications.

The South Lands, through the approval of ROPA 6 by the Minister, are now designated Urban Development Greenfield Areas. The principle of urban development has now been established through the Province's decision. The designation contemplates urban land use activities serviced by the extension of water and sanitary sewers from the City of Cambridge.

The South Lands represent a logical and integrated extension of the urban development that presently exists to the immediate north within the City. The future urban expansion into the South lands will be serviced by municipal water and sanitary services, and, the connection to the existing road network.

The Restructuring Proposal to incorporate the South Lands into the City of Cambridge will facilitate the appropriate integration and long term maintenance of the South Lands development area and will fully realize the principle of urban development as contained within the Minister of Municipal Affairs & Housing decision to approve ROPA 6 in April 2023.

2.2.3 Blair & Esther Lands

Generally described as being situated in proximity to the Blair Road / George Street intersection. There are seven (7) residential properties that straddle the existing municipal boundary between the City and the Township.

It is proposed that all of these affected properties be included within the City municipal boundary along with the flanking portion of the George Street road allowance and the intersection of the George Street / Blair Road road allowances.

The location map below conceptually identifies the area associated with the Blair & Esther Lands.



The Blair & Esther Lands represent a stable neighbourhood comprised of existing single detached dwellings. No significant changes to the existing built form or land use activities are anticipated resulting from the Restructuring Proposal.

The removal of the existing Municipal Boundary between the City and the Township that straddles the seven (7) residential properties will mean that the property owners will now only receive one property tax bill, and, they will only need to deal with one Municipality when they seek to undertake potential changes to their property (ie: construction of an accessory building or structure, etc)

3. FRAMEWORK OF PROPOSED RESTRUCTURING PROPOSAL

The *draft* Boundary Adjustment Agreement, included as Attachment No.1 to this Report, represents:

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Proposed Boundary Adjustment
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- i) the mechanism that confirms the three Districts subject to the Restructuring Proposal;
- ii) outlines the obligations of the Parties to the Agreement; and,
- iii) establishes the transitional matters associated with the proposed Restructuring Proposal

Reference should be made to the *draft* Boundary Adjustment Agreement. Key highlights from the *draft* Boundary Adjustment Agreement include:

- The *draft* Boundary Adjustment Agreement, when adopted by the respective Councils, will form part of the submission package to the Minister of Municipal Affairs & Housing;
- the West Lands, South Lands and Blair & Esther Lands each are to become part of the City of Cambridge as a result of this minor boundary adjustment after the Effective Date;
- There will be marginal expansions to existing Wards 5, 6 and 7 in the City as result of the Restructuring Proposal (as noted conceptually in Schedule 'C' to the Agreement);
- There will be marginal reductions to existing Wards 3 & 4 in the Township as a result of the Restructuring Proposal (as noted conceptually in Schedule 'D' to the Agreement);
- On the matter associated with property taxes, the Township shall levy property taxes based upon the assessment roll for the taxation year the annexation is to take effect;
- The Township shall furnish to the City a special collector's roll identifying any arrears of real property taxes or special rates against the lands up to and including December 31st of the year prior to the year the annexation takes effect;
- On the first day of the month following the month in which the City has received the special collector's roll from the Township, the City will pay to the Township an amount equal to all arrears of real property taxes or special rates assessed against the land in the annexed area, including outstanding penalty and interest charges;
- Upon the finalization of the annexation, a roll updated will be processed by the Municipal Property Assessment Corporation (MPAC). The ratepayers in any

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portion of the Lands that form part of the annexation area will have their municipal portion of real property taxes levied by the City at the Township's municipal tax rate for the previous current tax year. The Township will be responsible for issuing both the interim and adjusted tax bill based upon the effective date of the minor boundary adjustment, and, the City will issue current year taxation bills for the balance of the taxation year;

- For the taxation year that follows the effective date of the minor boundary adjustment, the lands within the Restructuring Proposal will be taxed at one hundred percent (100%) of the City's municipal tax rate;
- All assets or real property of the Township located within the Lands associated with the minor boundary adjustment will become vested with the City following the Effective Date;
- If any liabilities or litigation matters exist prior to the Effective Date of the minor boundary adjustment, those liabilities or obligations will remain vested with the Township;
- A Dispute Resolution process has been established as per Article 10 of the Agreement to deal with matters of dispute on any terms as set out in the Agreement or the Restructuring Order as issued by the Minister of Municipal Affairs & Housing;
- Following the Effective Date, the Bylaws of the City shall extend into the lands subject to the minor boundary adjustment and the Township's Bylaws shall cease, except for:
 - i) Bylaws of the Township passed under Sections 17, 34, 38, 39 or 41 of the *Planning Act*;
 - ii) Conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by Township Council.
 - iii) These Bylaws noted in subsection i) and ii) above shall remain in force until repealed or amended by the Council of the City.
- The Official Plan of the Township as it applies to the Lands within the minor boundary adjustment area becomes part of the Official Plan for the City and shall remain in force and effect until repealed or amended by the Council of the City;

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- Where *Planning Act* applications have been submitted to the Township prior to the Effective Date, the Township will continue to process the applications and Township Council as the Approval Authority may enact decisions. The Township will consult and engage with the City on any applications within the Lands subject to the minor boundary adjustment;
- For any *Planning Act* applications that have not received a decision prior to the Effective Date, the City shall assume responsibility for the in-process applications;
- With respect to compensation, the following applies:
 - i) The City shall make a one-time payment to the Township in the amount of \$3,200,000 as compensation for the West Lands thirty (30) days following the Effective Date;
 - ii) The City shall pay to the Township for every new residential unit or units for which a building permit is issued in the South Lands for a period of seven (7) years after the Effective Date and after McQueen Shaver Blvd., from Fountain Blvd. to Dundas Street, is constructed and open for vehicular traffic. The compensation shall be \$200 per unit. The per unit payment shall be made annually, no later than January 31st of the following year; and,
- The Township agrees to pay the City 50% of the City's reasonable cost incurred obtaining a legal survey of the Lands associated with the minor boundary adjustment as needed for the Agreement and/or the Restructuring Order as issued by the Minister of Municipal Affairs & Housing, up to a maximum of \$25,000

4. CORRESPONDENCE

At the time of submitting this Report for inclusion in the January 28th Joint Council Meeting Agenda, one (1) piece of correspondence has been received. The email correspondence from Howard Hill, dated January 17/25, is included as Attachment No. 2 to this Report for review and reference.

Any correspondence received up to the time of the January 28th Public Meeting will be distributed to the respective Council members of both the City and the Township.

5. NEXT STEPS

All correspondence and comments received through the consultation process associated with the Joint Public Meeting will be received and included in a future Report to the respective City and Township Councils on the proposed Municipal Boundary Adjustment.

Following the Joint Public Meeting separate Reports will be presented at a future Meeting of the respective City and Township Councils. A decision will be required from each of the City and Township Councils on the terms and conditions associated with the proposed Municipal Boundary Adjustment.

Assuming a favourable decision at that time by both the City and Township Councils, a decision will be required by the Council of the Regional Municipality of Waterloo.

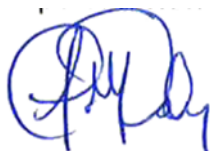
Assuming a favourable decision of Regional Council, a submission package will be forwarded through to the Minister of Municipal Affairs & Housing seeking a Restructuring Order of a minor boundary adjustment under the applicable provisions of the *Municipal Act, 2001*. As part of that Order, the Minister would establish amongst other matters the Effective Date of the minor boundary adjustment.

Upon receipt of the Order from the Province, the City and Township would move forward with the implementation of any terms as set out in the Minister's Order and in accordance with the applicable Boundary Adjustment Agreement to advance the proposal to a conclusion.

6. ATTACHMENTS

1. *Draft* Boundary Adjustment Agreement
2. Email Correspondence – Howard Hill dated January 17/25

Report Jointly Prepared & Respectfully Submitted By:



Andrew McNeely,
Chief Administrative Officer
Township of North Dumfries



David Calder,
City Manager
City of Cambridge

THIS AGREEMENT MADE THIS DAY OF 2025

BETWEEN:

THE CORPORATION OF THE CITY OF CAMBRIDGE
(hereinafter called the "City")

OF THE FIRST PART,

-and-

THE TOWNSHIP OF NORTH DUMFRIES
(hereinafter called the "Township")

OF THE SECOND PART,

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

BOUNDARY ADJUSTMENT AGREEMENT

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PART I
INTERPRETATION

ARTICLE 1

PURPOSE

1.01 Purpose of Agreement

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

ARTICLE 2
INTERPRETATION

2.01 Organization of Agreement

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

2.02 Definitions

In this Agreement:

“Annexed Area” means the geographical area depicted on the map in Schedule “A”, comprising the Blair and Esther Lands, the West Lands and the South Lands, as more particularly described in the legal description in Schedule “B”.

“Blair and Esther Lands” means the geographical area depicted on the map in Schedule “A” and more particularly described in Schedule “B”.

“City of Cambridge” means the geographical boundaries contained within the municipality The Corporation of the City of Cambridge as of the Effective Date of this Agreement.

“Effective Date” means, [_____, 2025] or such other date that the Minister’s Restructuring Order provides for the Lands becoming annexed to the geographical area of the City of Cambridge.

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

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

“Lands” means the combined geographic area of the Annexed Area, specifically, the Blair and Esther Lands, the South Lands and the West Lands as depicted on the map in Schedule A and more particularly described in Schedule “B”.

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

“South Lands” means the geographic area depicted on the map in Schedule “A” and more particularly described in Schedule “B”.

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

“Township of North Dumfries” means geographical boundaries contained within the municipality The Corporation of the Township of North Dumfries as of the Effective Date of this Agreement.

“West Lands” means the geographic area depicted on the map in Schedule “A” and more particularly described in Schedule “B”.

2.03 Legal Descriptions

The legal descriptions of the Annexed Area are pending as of the date of this Agreement, but are to be completed and agreed upon by the parties’ solicitors and submitted to the Minister without further approval by the Council of either party for inclusion within the proposed Restructuring Order of the Minister.

2.04 Recognition of Provincial Legislation

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

2.05 Headings

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

2.06 Severability

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

as if the same were not present in this Agreement.

2.07 Provisions for Notice

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

in the case of the City, to:

50 Dickson Street
Cambridge ON N1R 8S1
Attn: City Clerk
clerks@cambridge.ca; and

in the case of the Township, to:
106 Earl Thompson Road, 3rd Floor
P.O. Box 1060
Ayr, Ontario N0B1E0
Attn: Township Clerk
Tel. (519) 632 8800
Fax (519) 632-8700
Email clerk@northdumfries.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.

2.08 Time of the Essence

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

2.09 Entire Agreement

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

2.10 Further Assurances

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

2.11 Dispute Resolution

The dispute resolution processes set forth in Part II of this Agreement shall be applied with necessary modifications to disputes involving the remaining portions of this Agreement. Before resorting to any of the formal dispute resolution mechanisms in this Agreement, the staff of the parties and/or designated members of the parties' Councils shall first meet with one another to attempt to resolve any differences through informal means. Despite the foregoing, either party may invoke the formal dispute resolution mechanisms if either it or the other party is unwilling to engage in such informal means of dispute resolution.

2.12 Retroactive Tax Adjustments

The parties acknowledge that the basis of some payments made pursuant to Article 11 of this Agreement may be altered by retroactive Tax Adjustments made following the date on which the payments were calculated. In such cases, the parties shall make the necessary adjustments and recalculations to ensure that the state of the account between the parties accurately reflects the effect of such retroactive Tax Adjustments.

2.13 Council Meetings

- a) The Parties agree that the Restructuring Proposal will be presented to the public for comment in a Joint Public Meeting of the City and Township Councils on or before [Insert Date]. And
- b) The Parties agree that the details of the Restructuring Proposal will also be before Regional Council for consideration on or before [Insert Date]

2.14 Enforcement

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

2.15 List of Schedules

The following Schedules are an integral part of this Agreement:

- "A" Map of Annexed Area
- "B" Legal Description of Annexed Area
- "C" Proposed Ward Boundaries within Annexed Area
- "D" Proposed reduced Township Ward Boundaries resulting from the Annexation

PART II
MATTERS TO BE INCLUDED IN THE FORMAL RESTRUCTURING
PROPOSAL

ARTICLE 3
EFFECTIVE DATE AND DESCRIPTION OF ANNEXED AREA

3.01 Effective Date

The annexation of the Annexed Area to the City of Cambridge shall occur as defined in Section 2.02.

3.02 Annexed Area

The Annexed Area is divided into three (3) areas, the Blair and Esther Lands, the West Lands and the South Lands each of which are to become part of the City of Cambridge pursuant to the conditions set out in this Agreement. The Lands shall form part of the City of Cambridge after the Effective Date.

ARTICLE 4
DESCRIPTION OF THE RESTRUCTURING PROPOSAL

4.01 Type of Restructuring

The variety of restructuring contemplated by this Agreement is the annexation of land from the Township into the City in the form of a 'minor restructuring' as set out in the *Municipal Act* and any applicable regulations.

4.02 Name and Status of Parties

The parties acknowledge that they are both separately incorporated and established municipalities operating in the province of Ontario and that their legal names are as set forth in this Agreement.

ARTICLE 5
REPRESENTATION

5.01 Expansion of City Ward Boundaries

As of the Effective Date, existing Wards 5, 6, and 7 of the City shall be enlarged as required to include Lands annexed in accordance with the exact boundaries as defined in Schedule "C". Except for the enlargement of the said Wards 5, 6, and 7, there shall be no other changes to the boundaries of the said Wards 5, 6, and 7 or to any other Ward boundaries within the City of Cambridge.

5.02 Representation in the Annexed Area after Effective Date

As of the Effective Date the areas represented by the City Councillors representing Wards 5, 6, and 7 of the City shall include the enlarged boundaries of each ward in accordance with the added areas

defined in Schedule "C".

5.03 Reduction of Township Ward Boundaries

As of the Effective Date, the existing Township Wards 3 and 4 will be reduced commensurately by the entirety of the Lands annexed to the City in accordance with the exact boundaries, as defined in Schedule "D".

ARTICLE 6
LOCAL BOARDS

6.01 Expansion and Diminution of Geographic Jurisdiction

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

ARTICLE 7
FINANCIAL ISSUES

7.01 Assessment

For the purposes of the assessment roll to be prepared for the City under the *Assessment Act*, as amended, for taxation in the year that the annexation take effect, the annexed areas shall be deemed to be part of the City and the annexed area shall be assessed on the same basis that the assessment roll for the City is prepared.

7.02 Taxes

- (a) All real property taxes under any general or special Act levied and uncollected in an Annexed Area that are due and unpaid as of the Effective Date shall be deemed on and after the Effective Date to be taxes, charges and rates payable to the City and may be collected by the City.
- (b) The Clerk of the Township shall prepare and furnish forthwith to the Clerk of the City a special collector's roll showing all arrears of real property taxes or special rates assessed against the lands up to and including December 31st of the year prior to the year the annexation takes effect, and the persons assessed for them.
- (c) On the first day of the month following the month in which the City has received the special collector's roll from the Clerk of the Township under Subsection 7.02(b), 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 area, including outstanding penalty and interest charges.

7.03 Tax Phase-in

Once the lands have been annexed to the geographical area of the City of Cambridge, and a roll update processed by MPAC, the taxpayers in any portion of the Lands will have their municipal portion of real property taxes levied by the City at the Township's municipal tax rate for the previous current tax year (the "Base Rate"). The Township will be responsible for issuing both an interim and adjusted tax bill based on the Effective Date, and the City will issue current year taxation bills for the balance of the taxation year. Thereafter, in the following taxation year, the Land will be taxed at one hundred percent (100%) of the City's municipal tax rate.

7.04 Tax Sales

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

ARTICLE 8
MUNICIPAL BY-LAWS

8.01 Application of By-laws

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

- (a) by-laws of the Township,
 - (i) that were passed under section 17, 34, 38, 39 or 41 of the *Planning Act*, as amended, or predecessors of those sections; or
 - (ii) conferring rights, privileges, franchises, immunities, or exemptions that could not have been lawfully repealed by Township Council;

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

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

8.02 Official Plan

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

8.03 Transition – Planning Matters

If the Township has commenced procedures to enact a by-law or to adopt an Official Plan or an amendment thereto under the *Planning Act*, as amended, or a predecessor of that Act, and that by-law, Official Plan or amendment is not in force on the Effective Date, City Council may continue the procedures to enact the by-law or adopt the Official Plan or amendment to the extent that it applies to the Annexed Area and the Township council remain the Approval Authority for such applications until the Effective Date.

8.04 Planning Matters in Progress at Date of Agreement

Without restricting the generality of Section 8.03:

- (a) During the period preceding the Effective Date for each Phase, the Planning Staff of the 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 Area, with a view to ensuring that any ongoing planning processes may continue from and after the Effective Date.
- (b) Nothing in Section 8.04(a) shall have the effect of restricting or limiting the jurisdiction of the City in relation to any planning matter that may hereinafter be considered.

ARTICLE 9
ASSETS AND LIABILITIES

9.01 Assets transferred to the City

(a) All real property and all other assets of the Township, including, but not limited to, any highway, street fixture, waterline, easements, rights, or restrictive covenants, located in the Annexed Area vest in the City on the Effective Date.

(b) Without limiting the generality of Subsection 9.01(a), any reserve fund, trust fund, or other account of any nature held by the Township on the Effective Date, which is held for the sole purpose of the maintenance, improvement or operation of any of the assets referenced in Subsection 9.01(a), shall be transferred to the City on the Effective Date.

9.02 Liabilities Retained by the Township

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

- (a) causes of action relating to acts or omissions of the Township where such acts or omissions occurred prior to the Effective Date;
 - (b) litigation commenced against the Township prior to the Effective Date;
 - (c) any obligations or other arrangements of the Township under which any promise shall have been made to a third party in exchange for the inclusion of particular lands within the Annexed Area;
 - (d) debentures or other similar obligations that bind all of the assets of the Township; or
 - (e) debentures or other similar obligations that bind assets of the Township including assets of the Township within the Annexed Area, but which are not limited to assets of the Township within the Annexed Area,
- shall remain liabilities and obligations of the Township.

ARTICLE 10
DISPUTE RESOLUTION

10.01 Joint City/Township Liaison Committee

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

- (a) in the first instance, to the City/Township Liaison Committee for discussion, said Committee will consist of three (3) members each of City and Township Staff;

(b) in the second instance, to the CAO's of the City and Township; and

(c) in the final instance, to a joint meeting of the Council of the City and the Council of the Township, if resolution of the dispute is not effected following discussion by the City/Township Liaison Committee or the CAO's.

10.02 Mediation

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

10.03 Arbitration

If the parties cannot agree upon a mediator pursuant to Section 10.01 or the dispute is not resolved through mediation, the matter may be referred to arbitration to be conducted in accordance with the provisions of the *Arbitration Act, 1991*, as amended. Where a dispute is referred to arbitration pursuant to the foregoing, the decision of the arbitrator(s) shall be final.

10.04 Costs

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

ARTICLE 11
FINANCIAL ARRANGEMENTS

11.01 Compensation

- a) The City shall make a one-time payment to the Township in the amount of \$3.2M as compensation for the West Lands thirty days (30) following the Effective Date of the Restructuring Order.
- b) The City shall pay the Township compensation for every new residential unit or units for which a building permit is issued for in the South Lands for a period of seven (7) years after the Effective Date and after McQueen Shaver Blvd from Fountain Avenue to Dundas Street is constructed and open for vehicular traffic. The compensation shall be equal to Two Hundred Dollars (\$200.00) per unit without indexing and will be based on the number of units created through issuance of a building permit or, if a permit is obtained in stages, a foundation permit. For clarity, the City will only pay \$200 per unit, and not per permit issued, if the permit is issued in parts. The per unit payment shall be made annually, no later than January 31st of the following year.

11.02 Legal Description Surveying Costs

The Township agrees to pay the City 50% of the City's reasonable costs incurred obtaining a legal survey of the Annexed Area as needed for this Agreement, up to a maximum of \$25,000.

The City agrees to track and record any information required for it to meet the compensation and financial requirements set out in this Agreement at its own cost and to provide the Township with that information thirty days (30) prior to the Township making a compensation payment or as requested by the Township.

11.03 Transitional Matters

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

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

11.04 Other Compensation

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

11.05 Other Assets to be Transferred to City

All relevant and applicable documents, memoranda, financial statements, Public Sector Accounting Board tangible capital asset or asset management plan data, and other records of the

Township in relation to the assets in Subsections 9.01(a) and (b) shall be transferred and given to the City on the Effective Date for each Phase.

ARTICLE 12

MINISTER'S FAILURE TO IMPLEMENT THE RESTRUCTURING PROPOSAL

12.01 Minister's Failure to Implement the Restructuring Proposal

The City and the Township agree that if either party believes the Minister has failed to implement the parties' proposals for adjusting the boundary between the City and Township exactly in accordance with this Agreement, whether by failing to include an agreed upon matter, changing a matter agreed upon in this Agreement or by adding a matter or condition not contemplated by this Agreement or the parties, that party shall give written notice to the other party and the Minister and the City and Township shall, following the dispute resolution provisions set out in Article 10, reach an agreement or have the arbitrator determine how that matter should be resolved, or enter into an agreement amending this Agreement (the "Amending Agreement"). Accordingly, both the City and Township shall together make a further proposal or proposals to the Minister for a further Restructuring Order to implement that Amending Agreement. The parties agree that they shall continue to follow this process until both parties are satisfied.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

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

MAYOR

CITY CLERK

I, We have authority to bind the Corporation

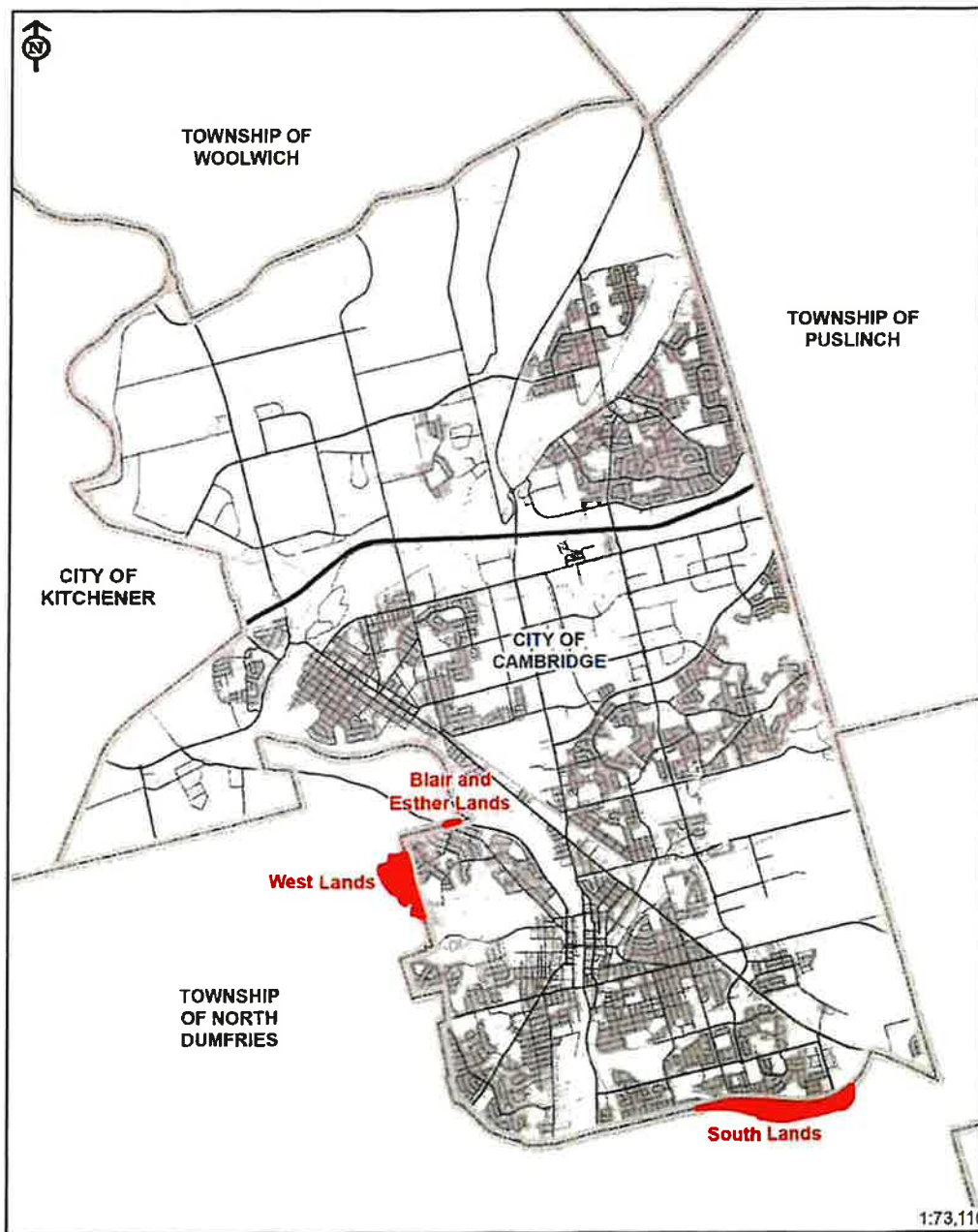
**THE CORPORATION OF THE TOWNSHIP OF
NORTH DUMFRIES, PER:**

MAYOR

TOWNSHIP CLERK

I, We have authority to bind the Corporation

Schedule "A" Map of Annexed Area



 Subject Area
 Municipal Boundary

Annexation Lands


Cambridge
Technology Services
GIS Division
© CAMPTIS 2022. All Rights Reserved. Project: City of Cambridge, Cambridge, ON. Date: 11/20/22 2:08:28 PM







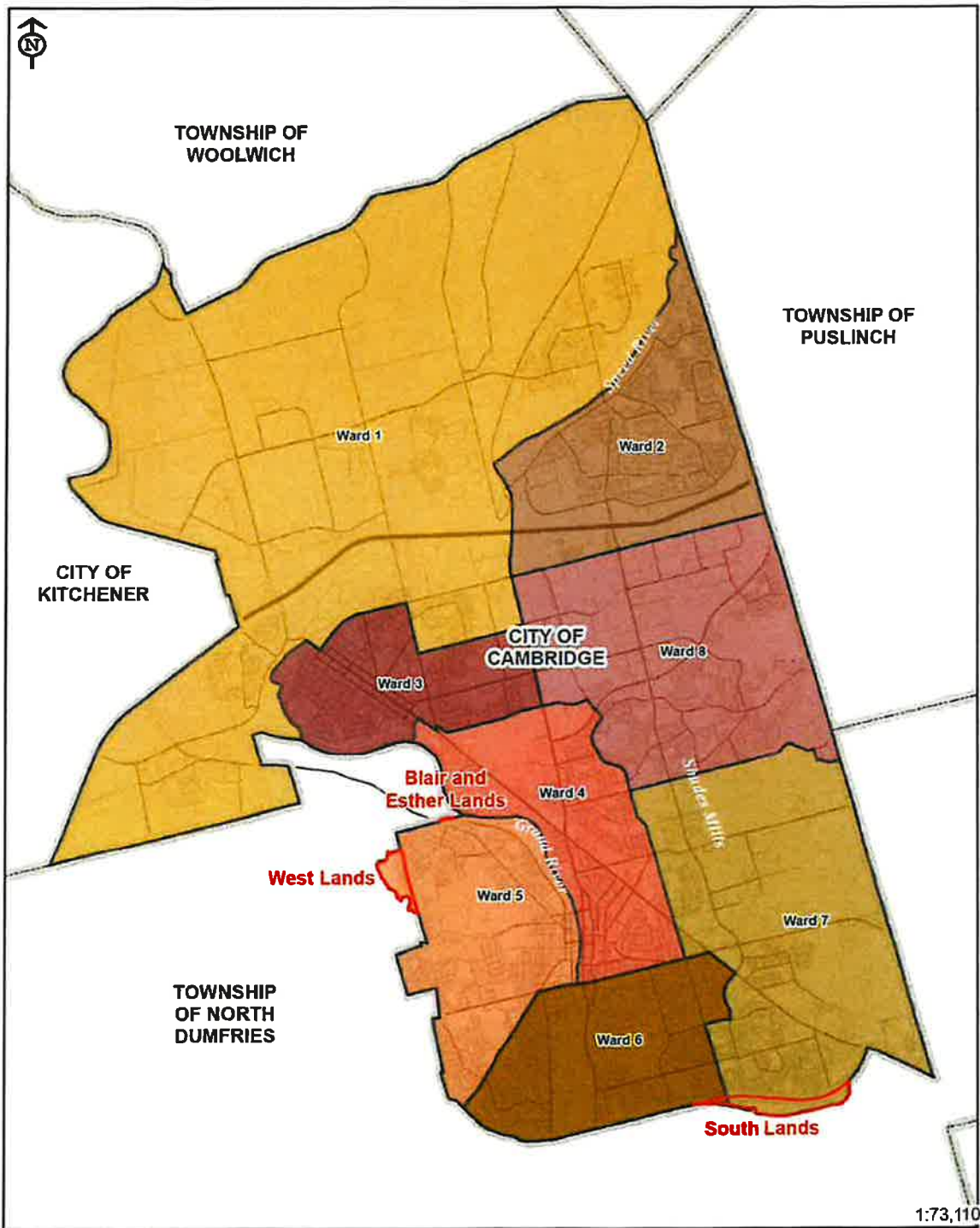
Schedule "B"

Legal Description of Annexed

Area To be determined.

Schedule "C"

Proposed Ward Boundaries within Annexed Area



- Subject Area
- Municipal Boundary

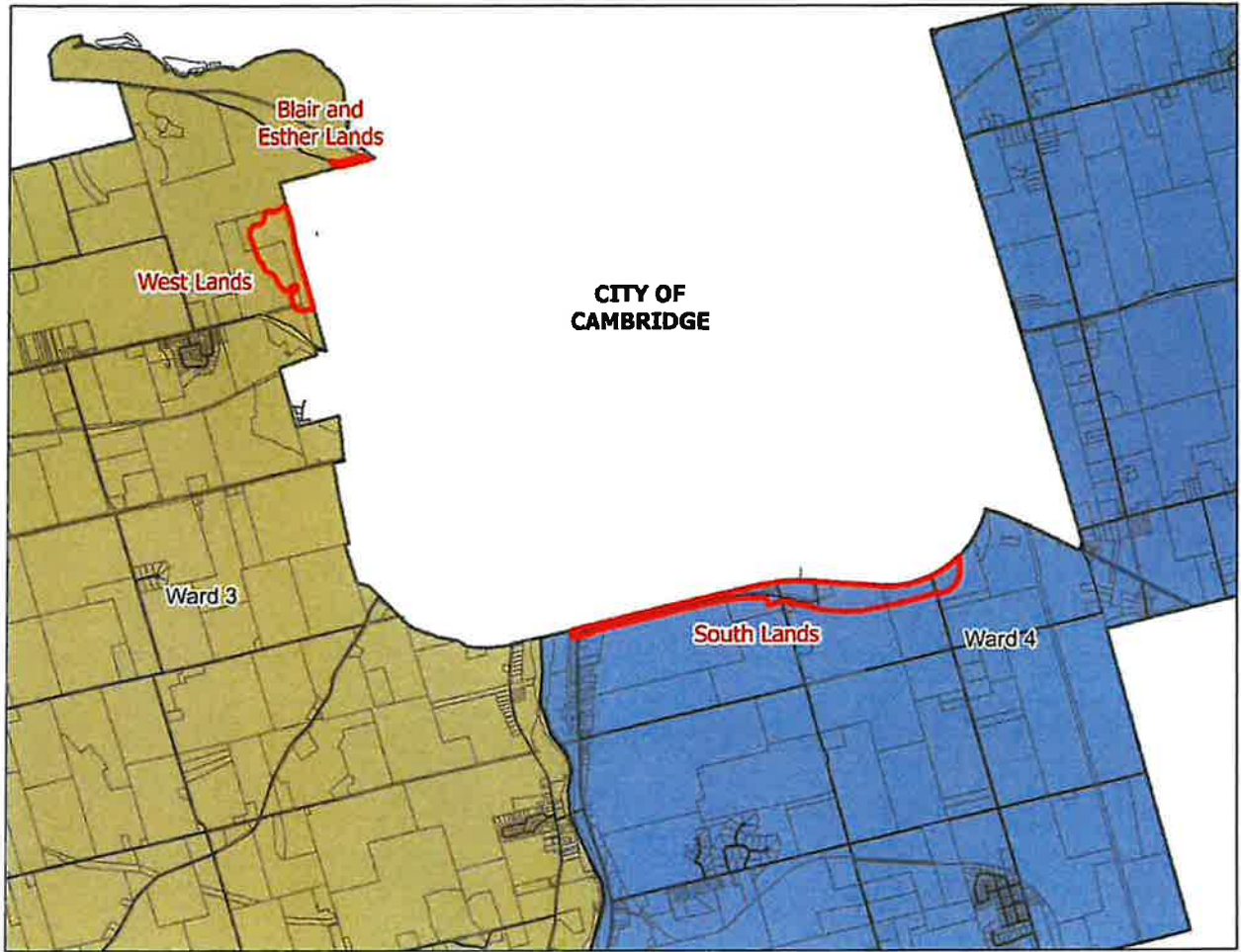
City Ward Boundary Expansion



Tuesday, October 10, 2017 9:23:21 PM
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Schedule "D"

**Proposed reduced Township Ward Boundaries resulting from the
Annexation**



Michael Oliveri

From: Howard Hill [REDACTED]
Sent: Friday, January 17, 2025 3:14 PM
To: Ashley Good
Subject: City boundaries annex

You don't often get email from [REDACTED] [learn why this is important](#)

To who. It may concern in regards to the annexation of the city of Cambridge boundaries. I know we can't stop growth of the city of Cambridge from happening and expanding it's cities limits, we need to plan where that can go . They already have went past already out to Morrison Road . I know the taxes in the city are more than in the Township .

As we develop the new south and east Boundary roads the spawl will continue. Let's make sure the wet lands and forests are not removed or drained when this happens .

We need honest vision going forward in planning on where it is going to happen.

I have lived and worked in this area all my life and have seen the growth in the last 10 years like I never before and it is not slowing down . Involved in the trucking industry we need to move the goods we all rely on every day safely and efficiently. The city has restricted truck traffic in certain areas when the road has not been completed for them to carry goods on , not a good decision there.

I suggest to move the city limit further out further than control growth in the Township.

Thanks Howard Hill

[REDACTED]
Cambridge Ontario

January 24, 2024

Delivered Via Email:

Danielle Manton, Clerk
City of Cambridge
mantond@cambridge.ca

Ashley Good, Clerk
Township of North Dumfries
agood@northdumfries.ca

Steven J. O'Melia
LSO Certified Specialist (Municipal Law)
Direct Line: 519.593.3289
Toronto Line: 416.595.8500
somelia@millerthomson.com

File: 0209408.0001

Mayor Jan Liggett, Mayor Sue Foxton
and Members of Cambridge and
North Dumfries Councils

Dear Mayors and Members of Council:

Re: **Proposed Municipal Boundary Adjustments
Subsection 173(3) of the *Municipal Act, 2001***

We are the solicitors for 1541179 Ontario Ltd. ("**Silvestri Investments**"), and are writing in response to the Notice of Joint Public Meeting for the proposed transfer of lands from the Township of North Dumfries to the City of Cambridge. Our client supports this proposal, subject to the comments below.

Silvestri Investments owns most of the lands that are identified as the "South Lands" in the notice of public meeting. Our client purchased those lands with the intention of developing them for residential purposes, and has been involved in the planning process for that purpose for close to two decades.

Silvestri Investments was a party to the appeals of the Region of Waterloo's 2011 Official Plan, which were settled by entering into detailed Minutes of Settlement in 2015. The effect of the settlement was to bring a portion of the Silvestri lands into the urban area, coinciding with the southern limit of what will become McQueen Shaver Boulevard. The proposed southern boundary of Cambridge and the northern boundary of North Dumfries are also proposed to be adjusted to reflect that new urban boundary, such that the entire developable portion of the Silvestri Lands will be within the City of Cambridge.

The proposed boundary shift makes sense because municipal services for the Silvestri Lands will be supplied by Cambridge. We understand that one of the purposes of the boundary shift is to "facilitate the proper and orderly development" of the annexed lands, and our client supports that goal.

Notwithstanding our general support for the annexation of our client's lands, one issue of concern that has been communicated to the Region is that the alignment of the new road has the potential to effectively landlock our client's lands whereas they would otherwise be

developable. The current preferred road alignment would “pinch off” access to areas bounded by natural features, and eliminate the majority of the development that the OLT settlement and this proposed municipal boundary adjustment are designed to facilitate. We enclose development concept plans that illustrate this concern.

Our client’s concern can be addressed by shifting the new road as little as 20 metres to the south. We enclose with this letter conceptual development plans which show how the development potential for the Silvestri Lands are affected by the alignment of the road. Without the shift to the south, there will be very limited development potential remaining and the development of lands owned by our client (and the reason for this proposed boundary shift) will have been precluded.

We therefore ask that, as the involved Councils, you support the proposed boundary shift but in doing so request that the Region ensure that the alignment of the new road be approved in a way that will allow the development of the Silvestri lands, for which the shift is required, to proceed in a reasonable fashion. Should the preferred road alignment proceed as planned, there would be little point in shifting a municipal boundary to facilitate development as the additional lands would effectively be undevelopable.

We thank you for your consideration of this important matter.

Yours truly,

MILLER THOMSON LLP

Per:



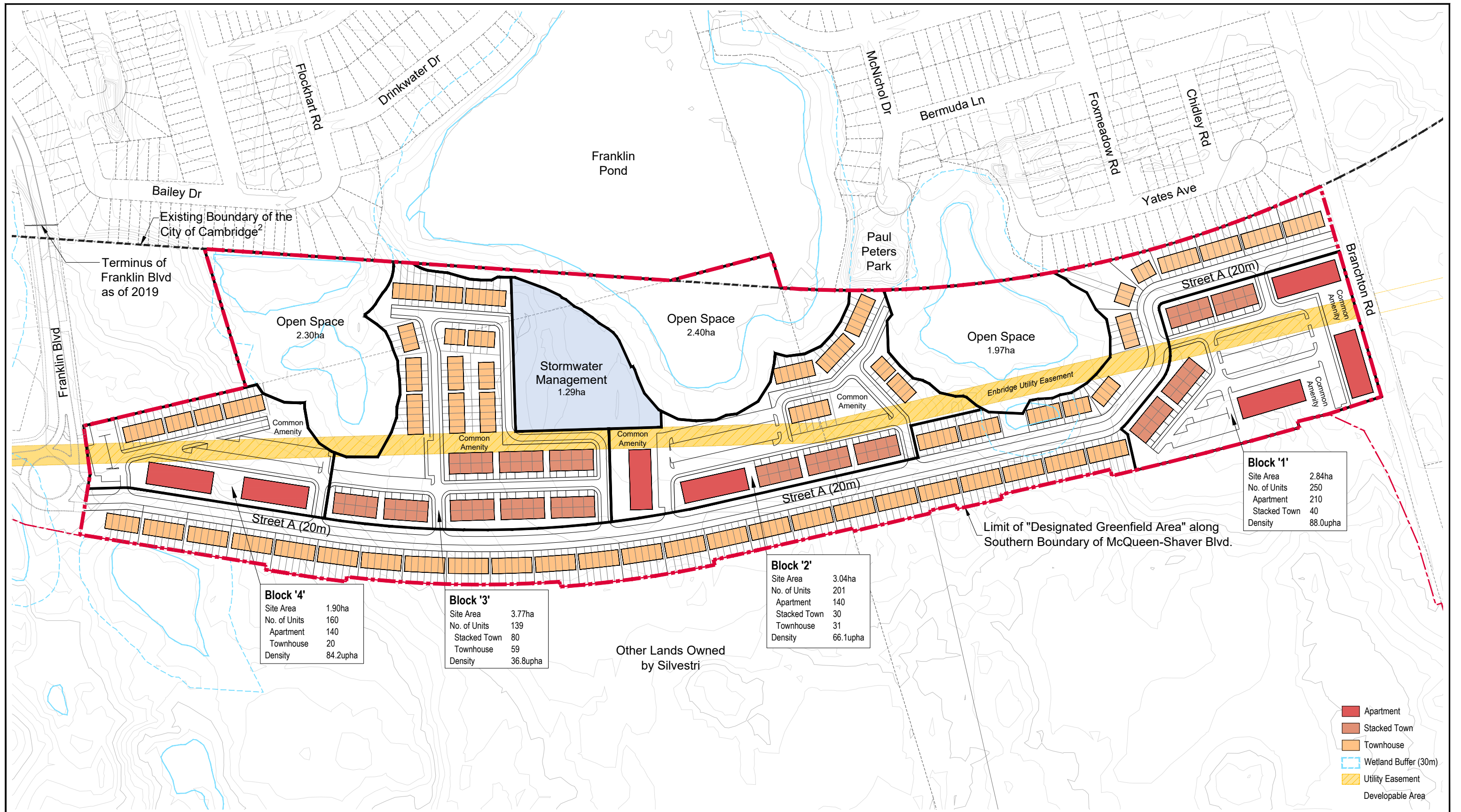
Steven J. O'Melia

SJO/dms

Enclosures: Conceptual Development Plans

- c. Paul Silvestri, Silvestri Investments
Pasqualino Probo, Silvestri Investments
Matthew Warzecha, Polocorp Inc.





Block '1'	
Site Area	2.84ha
No. of Units	250
Apartment	210
Stacked Town	40
Density	88.0upha

Block '2'	
Site Area	3.04ha
No. of Units	201
Apartment	140
Stacked Town	30
Townhouse	31
Density	66.1upha

Block '3'	
Site Area	3.77ha
No. of Units	139
Stacked Town	80
Townhouse	59
Density	36.8upha

Block '4'	
Site Area	1.90ha
No. of Units	160
Apartment	140
Townhouse	20
Density	84.2upha

- Apartment
- Stacked Town
- Townhouse
- Wetland Buffer (30m)
- Utility Easement
- Developable Area

DEVELOPMENT POTENTIAL BEFORE THE TAKING

Silvestri Property

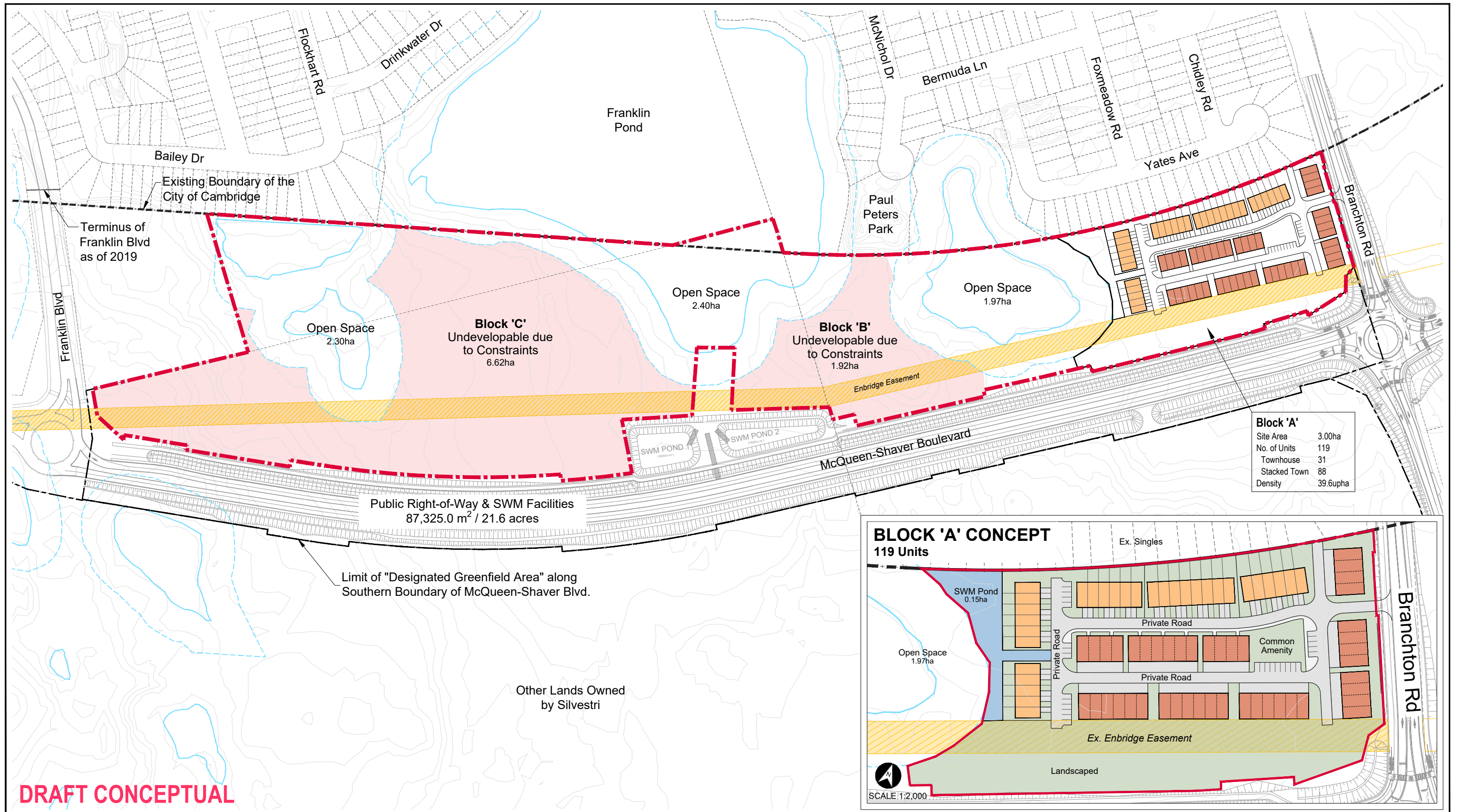
Total Area	26.71ha	Density	49.0upha
Developable Area	19.44ha	Typical Unit Types	
No. of Units	953	Apartment - 6 storeys, 70 units, 20m x 60m	
Apartment	490	Stacked Town - 3 storeys, 10 units, 19m x 40m, internal garage	
Stacked Town	150	Townhouse - 2 storeys, 6.1m x 14.2m, internal garage	
Townhouse	313	Internal Condo Roads - 12m ROW	

NOTE: This concept should be considered as a preliminary demonstration model that illustrates an 'order of magnitude' development scenario for the site. The number of units, floor area and parking supply are approximate and subject to more detailed design as well as municipal planning approvals.

POLOCORP

379 Queen Street South, Kitchener | N2T 1W6 | 519-745-3249 | polocorpinc.com

	DATE: July 14, 2023	SCALE 1:3,250
	PROJECT: 2014	DRAWN BY: GE



DRAFT CONCEPTUAL

ACTUAL DEVELOPMENT POTENTIAL AFTER THE TAKING

Silvestri Property

Total Area	17.94 ha
Areas 'After the Taking'	10.72 ha
Block 'A'	3.00 ha
Block 'B'	1.79 ha
Block 'C'	6.56 ha
Easement Area within Boundary	2.04 ha

City of Cambridge Boundary	--- (dashed line)
Wetland Buffer (30m)	--- (dotted line)
Utility Easement	--- (yellow hatched)
Cluster Townhouse (31)	--- (orange)
Rear Lane Stacked Townhouse (88)	--- (brown)
Total Units: 119	

NOTE: Base drawing reflects Regional Municipality of Waterloo's revised alignment and grading of McQueen-Shaver Boulevard (proposed). Contours shown do not account for elevations of proposed right-of-way.



379 Queen Street South, Kitchener | N2T 1W6 | 519-745-3249 | polocorpinc.com

DATE: April 9, 2024	SCALE 1:3,250
PROJECT: 2014	DRAWN BY: GE