

**BOUNDARY ADJUSTMENT  
AGREEMENT**

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

**PREAMBLE**

**THIS BOUNDARY ADJUSTMENT AGREEMENT** (this “**Agreement**”) made and entered into as of the Effective Date (as defined herein).

B E T W E E N:

**MUNICIPALITY OF LAKESHORE**

(“**Lakeshore**”)

– and –

**TOWN OF TECUMSEH**

(“**Tecumseh**”)

– and –

**COUNTY OF ESSEX**

(the “**County**”)

**RECITALS**

**WHEREAS** section 173 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “**Municipal Act**”), authorizes a municipality to make a restructuring proposal to the Minister of Municipal Affairs and Housing (the “**Minister**”) to annex part of a municipality to another municipality;

**AND WHEREAS** the lands described in Schedule “A” to this Agreement, municipally known as Monroe Island (“**Monroe Island**”), are located within the corporate boundaries of Lakeshore;

**AND WHEREAS** Monroe Island abuts Tecumseh and access to it is provided via Brighton Road, a highway located in, and under the exclusive jurisdiction of, Tecumseh;

**AND WHEREAS** Monroe Island is registered as a single, entire parcel in the land registry office for the County of Essex;

**AND WHEREAS** Lakeshore and Tecumseh previously entered into the “Servicing Agreement” (as defined herein) regarding Monroe Island and have agreed to work cooperatively to draft a restructuring proposal for the annexation of Monroe Island to Tecumseh;

# BOUNDARY ADJUSTMENT AGREEMENT

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

**AND WHEREAS** the Tecumseh, Lakeshore and the County have negotiated this Agreement in order to facilitate the orderly transfer of Monroe Island and protection of the interests of their respective residents;

**AND WHEREAS** the Parties have negotiated this Agreement to facilitate the orderly annexation of Monroe Island in accordance with the *Municipal Act*;

**NOW THEREFORE**, in consideration of the mutual covenants and other terms and conditions herein contained, the Parties agree as follows:

## 1. RECITALS & SCHEDULES

- 1.1. The Parties to this Agreement represent warrant and agree that the recitals above are true and accurate.
- 1.2. The Parties agree that the schedules attached to this Agreement (including their respective attachments, if any) form an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

## 2. DEFINITIONS

- 2.1. Throughout this Agreement, Lakeshore, Tecumseh, and the County may each individually be referred to as a “**Party**” or collectively as the “**Parties**”.
- 2.2. The Parties agree that, whenever one of the following words is used in this Agreement with its first letter capitalized, the term is being used as it is defined below:
  - (a) “**Agreement**” shall have the meaning set forth in the preamble.
  - (b) “**Assessment Roll**” shall mean the tax roll prepared in accordance with the *Municipal Act*, as defined by the *Assessment Act*, R.S.O. 1990, c. A.31.
  - (c) “**County**” shall mean the County of Essex and, where context so requires, the corporate boundaries thereof.
  - (d) “**Development Charges**” shall mean the fees collected by the Parties in accordance with the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended.
  - (e) “**Effective Date**” shall mean the date that the Minister’s Order comes into force.

# BOUNDARY ADJUSTMENT AGREEMENT

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

- (f) “**GIS**” means the geographic information system used by the Parties for the storage, retrieval and spatial and logical analysis of geographically based data.
- (g) “**Lakeshore**” shall mean the Municipality of Lakeshore and, where context so requires, the corporate boundaries thereof.
- (h) “**Minister**” shall mean the Minister of Municipal Affairs and Housing.
- (i) “**Minister’s Order**” shall mean an order issued by the Minister in accordance with s. 173(4) of the *Municipal Act* regarding the annexation of Monroe Island to Tecumseh.
- (j) “**Monroe Island**” shall mean the lands described in Schedule “A” to this Agreement.
- (k) “**Municipal Act**” shall mean the *Municipal Act, 2001*, S.O. 2001, c. 25.
- (l) “**Servicing Agreement**” shall mean the agreement, entitled “Monroe Island Servicing Agreement”, made between Lakeshore, Tecumseh, and the registered owners of Monroe Island, dated February 17, 2021.
- (m) “**Tecumseh**” shall mean the Town of Tecumseh and, where context so requires, the corporate boundaries thereof.

## 3. AGREEMENT

- 3.1. The Parties agree that Monroe Island shall be annexed to Tecumseh as of the Effective Date.
- 3.2. The Parties acknowledge and agree that Tecumseh shall have complete jurisdiction over Monroe Island, to the exclusion of Lakeshore, and the by-laws and resolutions of Tecumseh will apply to Monroe Island upon the Effective Date. All assets of Lakeshore located on Monroe Island shall vest in Tecumseh on the Effective Date, including, but not limited to, any easements, rights, or restrictive covenants.
- 3.3. The Parties agree that it is in the best interests of the property owners of Monroe Island and all other property owners in the corporate boundaries of Lakeshore and Tecumseh to ensure an efficient and cost-effective and orderly annexation of Monroe Island.

**BOUNDARY ADJUSTMENT  
AGREEMENT**

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

---

---

**4. EFFECTIVE DATE**

- 4.1. This Agreement shall take effect on the Effective Date and shall be of no force or effect unless and until the Minister's Order comes into force.
- 4.2. Lakeshore and Tecumseh acknowledge and agree that, pursuant to section 15(d) of the Servicing Agreement, the Servicing Agreement is deemed void and of no further force or effect as of the Effective Date.

**5. LITIGATION MATTERS**

- 5.1. The Parties agree that any legal proceedings or causes of action existing as of the Effective Date in relation to Monroe Island shall remain the sole obligation and responsibility of Lakeshore. Lakeshore shall have the exclusive right to continue, defend, settle, or discontinue such litigation at its sole and unfettered discretion, without the requirement for consultation with or approval from Tecumseh.
- 5.2. The Parties agree that any legal proceedings or causes of action arising in connection with Monroe Island after the Effective Date shall be the sole responsibility of Tecumseh, which shall have full authority to manage, defend, settle, or otherwise resolve such matters at its sole and unfettered discretion.

**6. TRANSFER OF RECORDS**

- 6.1. Lakeshore and the County shall, at each of their own expense, upon the request of Tecumseh, transfer to Tecumseh any studies, plans, records, designs or similar material and documentation that are public in nature and are associated with Monroe Island subject to compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

**7. TAXATION**

- 7.1. For the purposes of the Assessment Roll prepared for taxation in the year the Effective Date occurs, the Parties agree that Monroe Island shall be treated as part of Tecumseh and it shall be assessed in the same manner as other properties within Tecumseh.
- 7.2. Within 90 days following the Effective Date, Tecumseh shall amend, or cause to be amended, its Assessment Roll to identify Monroe Island as a property located within the corporate boundaries of Tecumseh. Tecumseh shall, to the extent permitted by applicable law, ensure that such amendment to the Assessment Roll takes effect retroactively as of the Effective Date. In the event that the adjustment to the Assessment Roll cannot be made retroactively to the Effective Date,

# BOUNDARY ADJUSTMENT AGREEMENT

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

---

Lakeshore agrees to remit to Tecumseh and the applicable school boards any real property taxes it receives for Monroe Island for any period after the Effective Date.

- 7.3. Within 90 days of the Effective Date, Tecumseh shall apply to the Municipal Property Assessment Corporation for a new Assessment Roll number to identify Monroe Island as a property within the jurisdiction of Tecumseh.
- 7.4. Pursuant to the terms of the Servicing Agreement, Lakeshore covenants and agrees to pay or remit to:
  - (a) Tecumseh any Development Charges and real property taxes assessed on Monroe Island from the date of occupancy up to and including the date of the Minister's Order; and
  - (b) the applicable school boards any outstanding education portions related to the Development Charges and real property taxes assessed on Monroe Island for the same period as noted above in subsection (a).

Any Development Charges or real property taxes collected by Lakeshore shall be paid or remitted forthwith to Tecumseh in accordance with this Section. This Section shall survive until all such Development Charges and real property taxes are paid in full, notwithstanding the provisions of Section 4.2 of this Agreement.

## **8. EMERGENCY SERVICES**

- 8.1. Tecumseh will work with Lakeshore to ensure GIS mapping is revised to reflect the boundary adjustment prior to the Effective Date and Tecumseh will provide Windsor Fire and Rescue Emergency Communications Services with an updated map of its corporate boundaries.
- 8.2. As of the Effective Date, Tecumseh shall assume full responsibility for the provision, coordination, and associated expenses of all police and fire services for Monroe Island, including all related dispatch services and requirements.
- 8.3. The Parties acknowledge and agree that the County is responsible for providing ambulance and social services to the residents of Lakeshore and Tecumseh. The Parties agree to work cooperatively to ensure that their staff are aware of the boundary adjustment and any necessary changes are made.
- 8.4. In the event any members of the Lakeshore Fire Department are requested or required to respond to an emergency or other event at Monroe Island after the Effective Date, Lakeshore shall issue an invoice to Tecumseh for the costs associated with such services. Tecumseh agrees to remit full payment of any such invoice within ninety (90) days of receipt.

**BOUNDARY ADJUSTMENT  
AGREEMENT**

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

- 
- 8.5. Tecumseh shall work with Lakeshore to notify the Ontario Provincial Police (OPP) of the boundary adjustment to ensure proper coordination of police services for Monroe Island.

**9. AGENCY NOTIFICATIONS**

- 9.1. Tecumseh and Lakeshore shall jointly notify Canada Post regarding the change in addressing for Monroe Island to reflect the boundary adjustment.
- 9.2. Within thirty (30) days following the Effective Date, Tecumseh shall update its corporate records, systems, and any relevant signage to reflect the change in addressing for Monroe Island from a Lakeshore address to a Tecumseh address.
- 9.3. Within thirty (30) days following the Effective Date, Lakeshore shall provide written notice of the boundary adjustment to any and all relevant governmental authorities, utility providers, or stakeholders, including but not limited to:
- (a) Bell Canada;
  - (b) Canada Post;
  - (c) Provincial Ambulance Dispatch;
  - (d) Ontario Provincial Police (OPP);
  - (e) Windsor Fire and Rescue Emergency Communications Services;
  - (f) Essex-Windsor Solid Waste Authority;
  - (g) Essex-Windsor Emergency Medical Services; and
  - (h) Rogers Communications.

**10. NOTICE**

- 10.1. Any notice required or permitted to be given pursuant to this Agreement shall be deemed duly given if delivered by electronic mail (e-mail) or sent via registered mail to the following addresses:

On Lakeshore:                      Municipality of Lakeshore  
   419 Notre Dame Street  
   Belle River, Ontario N8L 0P8

Attention:      Clerk  
Email:            clerk@lakeshore.ca



## BOUNDARY ADJUSTMENT AGREEMENT

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

---

cancel this Agreement or any part hereof shall not be binding and shall be of no effect unless and until it has been executed and delivered by the Parties.

- 13.2. The failure of any Party at any time or times to require performance of any provision hereof by any other Party shall in no manner affect the right of such Party to require such performance at a later time. No act or omission of any Party, other than an express written waiver signed by such Party, shall constitute a waiver by such Party of any breach of this Agreement or of the provision of this Agreement so breached. No waiver by a Party of the breach of any provision hereof, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of such breach or as a waiver of the provision hereof so breached.

### **14. SEVERABILITY**

- 14.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by the Parties subsequent to the expungement of the invalid provision.
- 14.2. If there is a conflict between any provision of this Agreement and the Minister's Order, the applicable legislation of the Province of Ontario, or the federal laws of Canada applicable in that Province, such order or legislation will prevail and such provisions of this Agreement shall be amended or deleted as necessary in order to comply with such order or legislation. Further, any provisions that are required by such order or legislation are incorporated into this Agreement.

### **15. GENERAL INTERPRETATION**

- 15.1. Each obligation expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.
- 15.2. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of all the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
- 15.3. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing one gender shall include the other genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, and corporations.



**BOUNDARY ADJUSTMENT  
AGREEMENT**

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

- 
- 15.4. The headings in this Agreement identifying various sections, paragraphs, subsections and clauses are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
- 15.5. Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section and all regulations thereunder or in connection therewith as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- 15.6. It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario and the federal laws of Canada applicable in that Province, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- 15.7. All references to currency in this Agreement shall be deemed to be in reference to Canadian dollars.

**16. COUNTERPARTS AND DIGITAL EXECUTION**

- 16.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by electronic means, including but not limited to facsimile, email (in PDF format), or through any electronic signature service, shall be deemed to have the same legal effect as original signatures. Each Party agrees that the delivery of this Agreement by electronic means shall be effective for all purposes as if it were delivered in physical form with original signatures.

**– REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK –**

**BOUNDARY ADJUSTMENT  
AGREEMENT**

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

---

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have executed this Agreement by their duly authorized representatives.

**MUNICIPALITY OF LAKESHORE:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Tracey Bailey**  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Brianna Coughlin**  
Clerk

**TOWN OF TECUMSEH:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Gary McNamara**  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Robert Auger**  
Clerk

**COUNTY OF ESSEX:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Hilda MacDonald**  
Warden

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Katherine Hebert**  
Clerk

**BOUNDARY ADJUSTMENT  
AGREEMENT**

County of Essex  
Town of Tecumseh  
Municipality of Lakeshore

---

---

**SCHEDULE "A" – LEGAL DESCRIPTION OF MONROE ISLAND**

Legal Description:

Part of Lot 1, Concession East of River Peche, Maidstone and  
Part of Lot 1, Concession West of River Peche, Maidstone (St.  
Clair Beach) as in R857943; Lakeshore/Tecumseh, being all  
of the Property Identifier Number 75001-0384 (LT)

SAMPLE