

Appendix E

This Monroe Island Servicing Agreement made this 17th day of February, 2021
("Effective Date")

Between:

MUNICIPALITY OF LAKESHORE
(hereinafter referred to as "Lakeshore")

-and-

THE CORPORATION OF THE TOWN OF TECUMSEH
(hereinafter referred to as "Tecumseh")

-and-

APRIL PAWLUK AND RYAN PAWLUK
(hereinafter, collectively, referred to as the
"Property Owner")

WHEREAS Lakeshore and Tecumseh are lower-tier municipal corporations incorporated
by the Province of Ontario in the County of Essex;

AND WHEREAS the Property Owner owns the lands municipally known as 454 Brighton
Road, Lakeshore, and as legally described in Schedule "A" ("**Monroe Island**") and
lands municipally known as 440 Brighton Road, Tecumseh and as legally described
in Schedule "A" ("**440 Brighton**");

AND WHEREAS the Property Owner intends to construct a residential dwelling on Monroe
Island ("Residence");

AND WHEREAS the Property Owner wishes to construct a residential dwelling on Monroe
Island and requires Municipal Services to so do;

AND WHEREAS Tecumseh is positioned to provide Municipal Services to Monroe Island in
a more effective manner than Lakeshore;

AND WHEREAS Tecumseh has consented to providing Municipal Services to Monroe
Island subject to the terms and conditions set forth in this Agreement;

AND WHEREAS sections 19 and 20 of the *Municipal Act, 2001* authorize Tecumseh and
Lakeshore to enter into the cooperative arrangement contemplated by this Agreement;

AND WHEREAS Monroe Island will form the subject of this, a restructuring application under
Part V of the *Municipal Act, 2001* by Lakeshore and Tecumseh which, if approved,
would have the effect of restructuring Lakeshore and Tecumseh by annexing part of
Lakeshore, Monroe Island, to Tecumseh;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the aforesaid

premises and the terms and conditions hereinafter set forth, the sufficiency whereof is hereby expressly acknowledged, the Parties hereby covenant and agree as follows:

Definitions

1. In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:
 - (a) "Agreement" means this agreement;
 - (b) "*Building Code Act*" means the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended;
 - (c) "Building Permit Fees" means those amounts imposed and collected pursuant to the *Building Code Act* and any by-law passed in relation to that Act;
 - (d) "Development Charge(s)" means those amounts imposed and collected pursuant to a by-law passed under the *Development Charges Act* or *Planning Act*;
 - (e) "*Development Charges Act*" means the *Development Charges Act, 1997*, S.O. 1997, c.27, as amended;
 - (f) "*Municipal Act, 2001*" means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, or any successor statute;
 - (g) "Municipal Services" means all municipal services including, without limitation, potable water, sanitary sewer, fire protection, police protection, garbage, recycling and yard waste pickup and public road access, and excluding storm water management;
 - (h) "*Planning Act*" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended, or any successor statute;
 - (i) "Provincial Order" means a restructuring order issued by the Province of Ontario pursuant to Part V of the *Municipal Act, 2001*;
 - (j) "Provincial Order Effective Date" means the date specified in the Provincial Order when the annexation takes effect;
 - (k) "Property Taxes" means the ad valorem taxes assessed and collected by Lakeshore on behalf of Lakeshore and the County and the Province of Ontario; and
 - (l) "*Planning Act*" means the *Planning Act*, R.S.O. 1990, c. P.13, as amended, or any successor statute.

2. This Agreement applies to Monroe Island and 440 Brighton.

Interim Agreement between Lakeshore and Tecumseh

3. Tecumseh agrees to provide Municipal Services to Monroe Island upon receiving a request for services from the Property Owner. The installation of connections and materials for connections to Municipal Services and private access bridges shall be undertaken by and at the expense of the Property Owner and shall be completed to Tecumseh's satisfaction. The Property Owner shall be responsible for undertaking installation to the satisfaction of Tecumseh and for all installation costs as required. The Property Owner agrees to pay for all permits required by Tecumseh and for any installation costs of the Municipal Services incurred by Tecumseh.
4. The Property Owner agrees to secure required approvals from and satisfy any requirements of the Essex Region Conservation Authority and any relevant Provincial and/or Federal approvals for discharging storm water from Monroe Island to Pike Creek.
5. Lakeshore consents to Tecumseh providing Municipal Services to Monroe Island. The Property Owner agrees to waive any right, claim, or other interest that it may have to obtain Municipal Services from Lakeshore.
6. As Monroe Island is currently located within Lakeshore's jurisdiction, any construction on the lands will be subject to Lakeshore's by-laws passed pursuant to the *Planning, Development Charges and Building Code Acts*. Lakeshore will bill and collect Building Permit Fees and Development Charges in accordance with its existing by-laws from the Property Owner upon their application for a building permit.
7. The Building Permit Fees collected by Lakeshore for the construction of a residential dwelling on Monroe Island (hereinafter "Residence") will be retained by Lakeshore and Lakeshore will provide all *Building Code Act* permitting and inspection services as well as respond to all inquiries and complaints during construction.
8. Lakeshore will collect the Development Charges, where applicable, for the Residence. The Property Owner acknowledges the obligation to pay the Development Charges, where applicable, to Lakeshore.

Following Lakeshore's fiscal year end, Lakeshore will pay to Tecumseh, the Lakeshore portion of the Development Charges collected by Lakeshore for the Residence. Lakeshore will remit the education portion of the Development Charge to the applicable school boards.

Notwithstanding that either of or both of Lakeshore's Development Charges may be less than those that Tecumseh would have been able to collect had Monroe Island been located within Tecumseh's jurisdiction, Tecumseh will accept the aforementioned payment in full satisfaction of all Development Charge related obligations for Monroe Island.

9. Lakeshore will continue to collect the property taxes assessed for Monroe Island. Tecumseh shall be entitled to Lakeshore's portion of the collected property taxes on a pro-rata basis calculated from the date of occupancy of the Residence. The Property Owner acknowledges the obligation to pay the property taxes to Lakeshore.

Following Lakeshore's fiscal year end, Lakeshore will pay to Tecumseh, the Lakeshore portion of the property taxes collected by Lakeshore for Monroe Island. Lakeshore shall continue to remit the education and upper tier portions of the property taxes to the applicable school boards and County of Essex.

Notwithstanding that Lakeshore's property tax rate may be less than those that Tecumseh would have been able to collect had Monroe Island been located within Tecumseh's jurisdiction, Tecumseh will accept the aforementioned payments in full satisfaction of all property tax related obligations for Monroe Island.

10. In the event of a proceeding or application which has the effect of adjusting the amount of property taxes or Development Charges owing to Lakeshore for Monroe Island or the Residence during the term of this Agreement, Lakeshore will adjust the next payment to Tecumseh issued pursuant to this Agreement accordingly.
11. While this Agreement is in effect, the Property Owner shall be prohibited to sell Monroe Island or 440 Brighton independent of one another. The Property Owner will make best efforts to legally consolidate Monroe Island and 440 Brighton.

Restructuring Proposal

12. Lakeshore and Tecumseh agree to work cooperatively on a restructuring proposal and submission of this application for a Provincial Order. Lakeshore agrees to pay for survey costs and to prepare the restructuring proposal and the costs incurred by Tecumseh associated with this Agreement and the application for the Provincial Order.
13. Tecumseh agrees to assume jurisdiction of Monroe Island on the Provincial Order Effective Date.

General

14. Any notices required or permitted to be given pursuant to this Agreement shall be given to the individuals noted below, to be delivered either by email, personally or by prepaid ordinary mail, as follows:

The Corporation of the Town of Tecumseh

[insert current address]

Attention: Clerk

Municipality of Lakeshore

419 Notre Dame Street

Belle River, Ontario N0R 1A0

Attention: Clerk

clerk@lakeshore.ca

Property Owners

[insert current address]

Attention: Ryan Pawluk, April Pawluk

15. Where notice is given:
- (a) by prepaid ordinary mail, it shall be deemed to have been received 5 days following posting;
 - (b) where notice has been given personally, it shall be deemed to have been received immediately upon delivery; or,
 - (c) by email, it shall be deemed within 1 hour of the time that the email is sent.

Any party may change its address by giving notice of such change in accordance with the foregoing.

- (d) This Agreement shall remain in effect until such time as the date that the Provincial Order comes into effect. This Agreement shall remain in effect until such time as the Parties replace this Agreement or a Provincial Order comes into effect, whichever is earlier.
- (e) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (f) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (g) All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- (h) This Agreement shall be registered by Lakeshore on title to Monroe Island and on title to 440 Brighton.

- (i) Tecumseh and Lakeshore agree to pass all by-laws necessary to give effect to this Agreement.
- (j) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
- (k) The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
- (l) This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario and the Parties attorn to the jurisdiction of the courts of the Province.
- (m) The Parties confirm that the recitals at the beginning of this Agreement are true in fact and are incorporated into this Agreement as though repeated herein.
- (n) This Agreement shall be enforceable by and against the parties hereto, their administrators, successors and permitted assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

)
)
) **THE CORPORATION OF THE TOWN OF**
) **TECUMSEH**
)
)
) per: _____
) Gary McNamara, Mayor
)
)
) per: _____
) Laura Moy, Director Corporate Services/Clerk
)
)
)
) **MUNICIPALITY OF LAKESHORE**
)
)
) per: _____
) Tom Bain, Mayor
)
)
) per: _____

) Kristen Newman,
) Director of Legislative and Legal Services (Clerk)

Witness (as to both signatures):

Print Name: _____

April Pawluk

Ryan Pawluk

SCHEDULE "A"

Legal Description of Monroe Island

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).

Legal Description of 440 Brighton

Part of Lot 1, Concession West of Pike Creek, Maidstone (St. Clair Beach); Tecumseh, being part of the Property Identifier Number 75001-0384(LT).