

**SCHEDULE A TO BY-LAW 71-2025**

**BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT AND, AS  
APPROPRIATE, A RESTRUCTURING PROPOSAL**

BETWEEN:

**THE MUNICIPALITY OF CASSELMAN,**

hereinafter referred to as “Casselman”

and

**THE CORPORATION OF THE NATION MUNICIPALITY,**

hereinafter referred to as “The Nation”

and

**THE CORPORATION OF THE UNITED COUNTIES  
OF PRESCOTT AND RUSSELL,**

hereinafter referred to as “United Counties”

hereinafter Casselman, The Nation and United  
Counties are referred to collectively as “the  
municipalities”

**WHEREAS** the Municipality of Casselman’s wastewater treatment system is currently situated within the jurisdiction of The Nation Municipality;

**AND WHEREAS** the Municipality of Casselman is conducting a Class Environmental Assessment to address anticipated future population growth;

**AND WHEREAS** the Municipality of Casselman wishes to annex the land on which its wastewater treatment system is located, along with additional lands required to accommodate future wastewater storage, in order to bring these lands within its jurisdiction;

**AND WHEREAS** the lands to be annexed are described in Schedule “A” and further illustrated in Schedule “B” hereto;

**AND WHEREAS** the Municipality of Casselman, The Nation Municipality and the United Counties of Prescott and Russell (the affected municipalities) have requested that these lands be annexed to the Municipality of Casselman to facilitate future expansion of its wastewater treatment system;

**AND WHEREAS** the Municipality of Casselman and The Nation Municipality have negotiated an agreement for the transfer of lands (hereinafter referred to as the annexed lands), located in The Nation Municipality by way of a restructuring proposal pursuant to sections 172 and 173 of the *Municipal Act, 2001*, S.O. 2001, c. 25;

**AND WHEREAS** the restructuring proposal provided for herein complies with Ontario Regulation 588/00, under the *Municipal Act, 2001*, pertaining to restructuring proposals;

**NOW, THEREFORE**, this document witnesses that, in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions contained herein, the municipalities agree as follows:

**1. EFFECTIVE DATE AND IMPLEMENTATION:**

- 1.1 This Agreement is deemed to constitute a restructuring proposal, which will be submitted to the Minister of Municipal Affairs and Housing (the “**Minister**”) for implementation, effective January 1, 2026 (the “**effective date**”). The Minister is requested by the municipalities to implement those provisions of this Agreement that the Minister has authority to implement. The municipalities agree that all of the provisions of this Agreement are binding upon them, whether they are contained in the Minister’s Order or otherwise.

**2. LANDS TO BE ANNEXED**

- 2.1 This boundary adjustment agreement concerns a proposed annexation of part of The Nation Municipality, in the United Counties of Prescott and Russell to the Municipality of Casselman, in the United Counties of Prescott and Russell. The lands changing municipal jurisdiction from The Nation Municipality to the Municipality of Casselman are shown in Schedule “B”, and are more particularly described in Schedule “A” (the “**Annexed Lands**”). Schedule “A” and Schedule “B” form an integral part of this Agreement.
- 2.2 The municipalities agree that, it is in their mutual interest to facilitate the annexation of the Annexed Lands from The Nation Municipality to the Municipality of Casselman in order to allow Casselman to manage efficiently its population growth and the subsequent wastewater infrastructure it requires.

### **3. REPRESENTATION**

- 3.1 After the effective date, the boundaries of the Municipality of Casselman will be enlarged to include the Annexed Lands and, after the effective date, any new qualified municipal voters in the Annexed Lands will be entitled to take part in the municipal election process in the Municipality of Casselman.
- 3.2 Except for the expansion or diminution of their geographical jurisdiction occasioned by the annexation of the Annexed Lands, no local boards of either The Nation Municipality or the Municipality of Casselman require adjustments or amendments as a result of this Agreement.

### **4. PROVISION OF MUNICIPAL SERVICES**

- 4.1 The Municipality of Casselman will assume all ownership or responsibility for the provision of municipal services including, but not limited to, roads, sewer, water, waste collection, police protection and fire protection to the Annexed Lands and said municipal services shall become the responsibility of the Municipality of Casselman on the effective date of the annexation as contained in the Minister’s Order.

### **5. STUDIES, PLANS, RECORDS**

- 5.1 The Nation Municipality and the United Counties of Prescott and Russell will transfer to the Municipality of Casselman any studies, plans, records, designs or similar material that they have prepared, that relate to the Annexed Lands.
- 5.2 The Nation Municipality and the United Counties of Prescott and Russell agree that, after the effective date, they will continue to cooperate with the Municipality of Casselman by providing such supporting information and documentation that is in their possession or under their control that is requested by the Municipality of Casselman for the purpose of responding to inquiries regarding the Annexed Lands.

### **6. EMPLOYEES**

- 6.1 There will be no transfer of employees or other staff from The Nation Municipality and the United Counties of Prescott and Russell to the Municipality of Casselman as a result of this restructuring.

### **7. ASSETS AND LIABILITIES**

- 7.1 Any real property and all other assets of The Nation Municipality, including but not limited to easements, rights or restrictive covenants, located in the Annexed Lands vest in the Municipality of Casselman on the effective date.
- 7.2 Except as specifically provided for in this Agreement, any liabilities, obligations or responsibilities that The Nation Municipality may have that relate to the Annexed Lands shall be transferred to the Municipality of Casselman as of the effective date. As of the date of execution of this Agreement, The Nation Municipality and the United Counties of Prescott and Russell confirm that they are not aware of any litigation that relates, directly or indirectly, to the Annexed Lands. If any litigation were to develop concerning the Annexed Lands between the date of execution of this Agreement and the effective date, The Nation Municipality and the United Counties of Prescott and Russell will advise the Municipality of Casselman forthwith.

- 7.3 Any litigation with respect to the Annexed Lands commenced prior to or after the effective date, with respect to matters alleged in the litigation to have occurred prior to the effective date, remains the liability and obligation of The Nation Municipality and/or the United Counties of Prescott and Russell, as the case may be. In this respect, The Nation Municipality and/or the United Counties of Prescott and Russell, as the case may be, agrees to indemnify and hold harmless the Municipality of Casselman with respect to such litigation.
- 7.4 All non-tax financial obligations or liabilities due to, and remaining uncollected by, The Nation Municipality as of the effective date shall remain the responsibility of The Nation Municipality.

## **8. MUNICIPAL BY-LAWS AND OFFICIAL PLANS**

- 8.1 Any comprehensive Zoning By-law or amendments thereto, or site plan control by-laws, passed pursuant to sections 34 or 41 of the *Planning Act*, R.S.O. 1990, c. P-13, or their predecessors, that apply to the Annexed Lands as of the effective date shall be deemed to form part of the Zoning By-law for the Municipality of Casselman and shall remain in full force and effect until amended, repealed or replaced by the Municipality of Casselman pursuant to the provisions of the *Planning Act*.

For clarity and greater certainty, while The Nation Municipality does not have an Official Plan, the Annexed Lands — other than the lands occupied by the wastewater treatment system — will remain designated under the Agricultural Resource Policy Area as identified on Schedule A2 of the United Counties of Prescott and Russell Official Plan. The Municipality of Casselman will adopt this designation into its own Official Plan upon annexation, ensuring consistency with the United Counties' policies and maintaining the Agricultural Resource Policy Area designation for these lands.

- 8.2 Any active application to amend the Comprehensive Zoning By-law for The Nation Municipality that was initiated prior to the effective date for the Annexed Lands shall be continued as of the effective date by the Municipality of Casselman having regard to the Zoning By-law for The Nation Municipality.
- 8.3 With respect to the applicable by-laws, a list of all applicable by-laws and copies of any site specific by-laws pertaining to the Annexed Lands shall be provided to the Municipality of Casselman no later than December 31, 2025 and The Nation Municipality will provide information with regard to other applicable by-laws as needed by the Municipality of Casselman from time to time until replacement by-laws are passed by the Municipality of Casselman.
- 8.4 As of the date of execution of this Agreement, The Nation Municipality and the United Counties of Prescott and Russell confirm that they are not aware of any pending planning applications that relate, directly or indirectly, to the Annexed Lands. If any planning applications were to be made concerning the Annexed Lands between the date of execution of this Agreement and the effective date, The Nation Municipality and the United Counties of Prescott and Russell will advise the Municipality of Casselman forthwith. Further, if any planning applications were to be made concerning the Annexed Lands between the date of execution of this Agreement and the effective date, The Nation Municipality and the United Counties of Prescott and Russell, in consultation with the Municipality of Casselman, will deploy reasonable efforts to have such planning applications processed and dealt with prior to the effective date of this Agreement.

## **9 TAX COLLECTION AND ASSESSMENT**

- 9.1 All real property taxes levied under any general or special Act and uncollected as of the effective date of the annexation shall be deemed to be taxes, charges and rates due and payable to the Municipality of Casselman and may be collected by the Municipality of Casselman.
- 9.2 Forthwith but by no later than February 28, 2026 the Clerk of The Nation Municipality shall provide the Clerk of the Municipality of Casselman with a special collector's roll in respect of the Annexed Lands showing any and all arrears of real property taxes or funds payable in the same manner as taxes against the Annexed Lands up to and including December 31, 2025, together with

the person assessed and their known addresses.

- 9.3 The Municipality of Casselman shall pay to The Nation Municipality an amount equal to the amount of the arrears collected on the first day of the month following the month during which any arrears of real property taxes or funds payable in the same manner as taxes against the Annexed Lands are collected, and, in any event, the Municipality of Casselman shall pay to The Nation Municipality the total amount of any and all outstanding arrears, inclusive of any penalties, accrued to December 31, 2025, no later than March 28, 2026 and, thereafter, any arrears and penalties recovered through collection activities or tax sale proceedings shall accrue to the Municipality of Casselman.
- 9.4 For the purpose of the preparation of the assessment roll for the Municipality of Casselman after December 31, 2025, the Annexed Lands shall be deemed to be part of the Municipality of Casselman and shall be assessed on the same basis that the assessment roll for the Municipality of Casselman is prepared.
- 9.5 As of the date of execution of this Agreement, The Nation Municipality and the United Counties of Prescott and Russell confirm that they are not aware of any tax sale applications that relate, directly or indirectly, to the Annexed Lands. If any tax sale applications relating, directly or indirectly, to the Annexed Lands at the effective date, then such tax sale applications will be continued by the Municipality of Casselman, for the benefit of the Municipality of Casselman.

10     **OTHER PROVISIONS**

- 10.1 This Agreement is conditional upon the issuance of an Order by the Minister implementing, subject to minor amendments, the restructuring proposal submitted by the municipalities.
- 10.2 This Agreement contains all of the terms, conditions and understandings among the parties and it is acknowledged and agreed that there are no other representations, warranties, conditions, collateral agreements, or promises affecting the relationship of the parties regarding this matter. The invalidity, illegality or unenforceability of any specific provision, article or clause of this Agreement shall not affect the validity, legality or enforceability of the remainder of the Agreement, which shall remain valid and in full force and effect.
- 10.3 The failure of any party to this Agreement to require performance of or compliance with the Agreement by another party to this Agreement shall in no way affect the right of any party hereto to thereafter enforce such provision or condition.
- 10.4 The waiver or breach of any provision of this Agreement by any party to the Agreement shall not be taken or held to be a waiver of or a consent to breach either the same provision or any other provision of this Agreement save and except to the extent that such waiver or consent is given in writing with the mutual consent of all parties hereto.
- 10.5 In addition to the mechanisms set forth herein for the implementation of the matters described in this Agreement, the municipalities 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.

11.

*[Balance of page intentionally left blank]*

**SIGNATURES**

The municipalities, by the respective persons authorized by by-law on behalf of The Nation Municipality, the United Counties of Prescott and Russell and the Municipality of Casselman, are executing this Agreement under seal.

DATED THE \_\_\_\_ DAY OF \_\_\_\_\_ 2025

**THE MUNICIPALITY OF CASSELMAN**

Per: \_\_\_\_\_  
Name: Genevieve Lajoie  
Title: Mayor

Per: \_\_\_\_\_  
Name: Sébastien Dion  
Title: Clerk

We have the authority to bind the corporation

**THE NATION MUNICIPALITY**

Per: \_\_\_\_\_  
Name: Francis Brière  
Title: Mayor

Per: \_\_\_\_\_  
Name: Aimée Roy  
Title: Clerk

We have the authority to bind the corporation

**THE CORPORATION OF THE UNITED  
COUNTIES OF PRESCOTT AND RUSSELL**

Per: \_\_\_\_\_  
Name: Yves Laviolette  
Title: Warden

Per: \_\_\_\_\_  
Name: Mélissa Cadieux  
Title: Clerk

We have the authority to bind the corporation

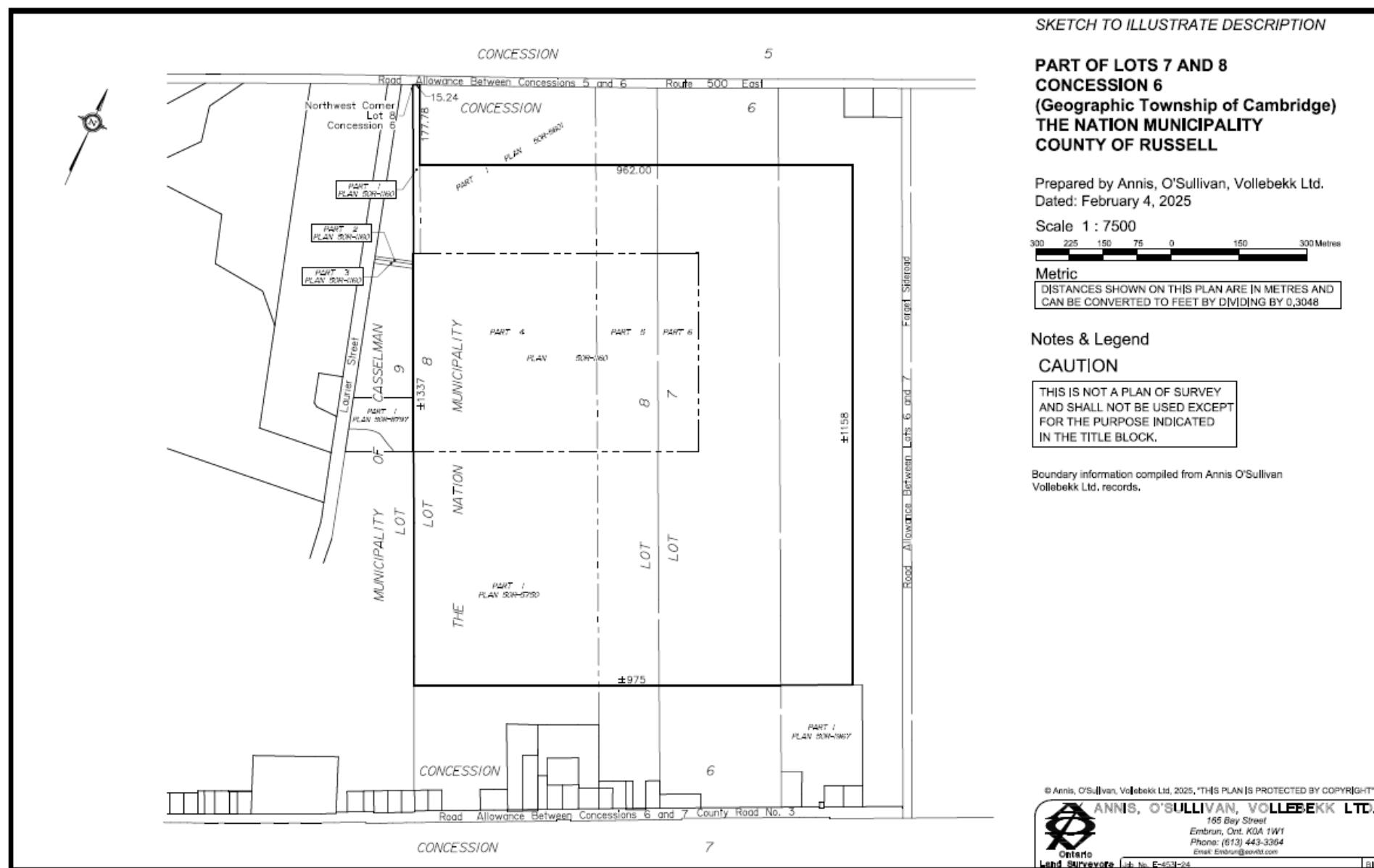
**SCHEDULE “A”**

**BOUNDARY RESTRUCTURING – ANNEXATION AGREEMENT**

**Legal Description of Annexed Lands**

Being Composed of:  
Part of Lots 7 and 8  
Concession 6  
(Geographic Township of Cambridge)  
The Nation Municipality  
County of Russell

COMMENCING at the northwest corner of Lot 8 in the sixth concession;  
THENCE easterly along the southerly limit of the Road Allowance Between Concessions 5 and 6 15.24 meters to a point;  
THENCE southerly along the easterly limit of Part 1, Plan 50R-1160 117.78 meters to a point;  
THENCE easterly and parallel to the northerly limit of Part 4, Plan 50R-1160 962.00 meters to a point;  
THENCE southerly and parallel to the easterly limit of Part 6, Plan 50R-1160 ±1158 meters to a point in the northerly limit of Part 1, Plan 50R-1967;  
THENCE westerly along the northerly limit of Part 1, Plan 50R-1967 to the northwest corner of Part 1 Plan 50R-1967;  
THENCE westerly and parallel to the southerly limit of Part 4, Plan 50R-1160 ±816 meters to a point in the division line between Lot 8 and Lot 9;  
THENCE northerly along the division line between Lot 8 and Lot 9 ±1337 meters to the point of commencement.





File Location: P:\16000\16953-120 - Casselman General Engineering Services\3-Production\1-Civil\GIS\16953\_120\Figure\_3.mxd

PROJECT: Casselman Lagoon System Storage Assessment - 25- Year and Build-Out

DRAWING: Projected Build-out Lagoon Storage Capacity Expansion

DESIGN: NB  
DRAWN: CK  
CHECKED: JM

JLR NO: 16953-120  
DRAWING NO: FIGURE 3

Plot Date: May 1, 2023 3:08:04 PM