Council
April 26, 2018 – 9:30 AM
Council Chambers, Grey County Administration Building

1. Call to Order
2. O Canada
3. Roll Call
4. Declaration of Pecuniary Interest
5. Retirement Presentation – Marg Graham
6. Adoption of Minutes
   a. County Council and Committee of the Whole minutes dated April 12, 2018
      That the minutes of the County Council meeting and Committee of the Whole meeting dated April 12, 2018 and the resolutions contained therein, be adopted as presented.
   b. Committee of the Whole closed meeting minutes dated April 12, 2018
      That the Committee of the Whole closed meeting minutes dated April 12, 2018 be adopted as provided to County Council.
   c. Committee of Management minutes dated March 22, 2018
      That the Committee of Management minutes dated March 22, 2018 be adopted as presented to County Council; and
      That the Committee of Management closed meeting minutes dated March 22, 2018 be adopted as provided to County Council.
7. Closed Meeting Matters (if required)
   That Council does now go into closed session pursuant to Section 239 (2) of the Municipal Act regarding the Committee of Management closed meeting minutes dated March 22, 2018.
8. By-laws
   5011-18 A By-law to Establish Tax Ratios for Prescribed Property Classes for the Year 2018
<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
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<tbody>
<tr>
<td>5012-18</td>
<td>A By-law to Set Tax Rate Reductions for Prescribed Property Subclasses for the Year 2018</td>
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<tr>
<td>5013-18</td>
<td>A By-law to Establish and Levy Tax Rates for Upper Tier Purposes for the Year 2018</td>
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<tr>
<td>5014-18</td>
<td>A By-law to Adopt Municipal Options Related to Part IX of the Municipal Act, 2001; “Limitations on Taxes for Certain Property Classes”</td>
</tr>
<tr>
<td>5015-18</td>
<td>A By-law to Acquire Certain Lands in the Municipality of West Grey (Geographic Township of Bentinck) as Described in Schedule A, into the Grey County Housing Inventory</td>
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</tbody>
</table>

9. Good News and Celebrations

10. Adjournment
April 12, 2018

Grey County Council met at the call of the Warden on the above date at 9:30 AM at the County Administration Building. The Clerk called Council to order and Warden Stewart Halliday assumed the Chair.

The Warden invited members of Council to join him in O Canada.

The Warden asked for a moment of silence in memory of those involved in the Humboldt Broncos bus accident in Saskatchewan.

The Roll was called by the Clerk with all members present except Councillor Norm Jack.

Councillor John Woodbury was in attendance on behalf of Councillor Jack.

Kim Wingrove, Chief Administrative Officer; Heather Morrison, Clerk and Tara Warder, Deputy Clerk/Legislative Coordinator were also in attendance.

The following staff members were in attendance:

Kevin Weppler, Director of Finance; Anne Marie Shaw, Director of Housing; Grant McLevy, Director of Human Resources; Pat Hoy, Director of Transportation Services; Randy Scherzer, Director of Planning and Development, Kevin McNab, Director of Paramedic Services; Jennifer Cornell, Grey Gables Administrator and Debbie Pegelo, Ontario Works Manager

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Adoption of Minutes

*CC38-18* Moved by: Councillor Barfoot Seconded by: Councillor Wright

*That the minutes of the County Council meeting and Committee of the Whole meeting dated March 22, 2018 and the resolutions contained therein be adopted as presented.*

*CC39-18* Moved by: Councillor McQueen Seconded by: Councillor Fosbrooke

*That resolution CW90-18 regarding report FR-CW-11-18 2018 Tax Policy be pulled from the Committee of the Whole minutes and*
deferred to the County Council meeting of April 26, 2018 pending additional information from the Grey County Federation of Agriculture delegation scheduled for the April 12, 2018 Committee of the Whole meeting.

Councillor McQueen requested a recorded vote to pull Resolution CW90-18.

In Favour: S. Mackey 3, P. McQueen 5, S. Halliday 5, A. Fosbrooke 4


The motion was Lost 17-73.

The motion as originally presented was then voted on and Carried.

CC40-18 Moved by: Councillor Greenfield Seconded by: Councillor Bell

That the minutes of the Committee of the Whole meeting dated March 16, 2018 being a Recolour Grey workshop and the County Council meeting dated March 27, 2018 being a statutory Official Plan Review public meeting under the Planning Act, be adopted as presented.

Carried

Moved by: Councillor Burley Seconded by: Councillor Wright

That the Committee of Management minutes dated March 22, 2018 be adopted as presented to County Council; and

That the Committee of Management closed meeting minutes dated March 22, 2018 be adopted as provided to County Council.

Moved by: Councillor Ardiel Seconded by: Councillor Mackey

That the agenda be amended to add a closed meeting matter to discuss the Committee of Management closed meeting minutes of March 22, 2018.

Councillor Ardiel withdrew her motion to amend the agenda.

CC41-18 Moved by: Councillor McKean Seconded by: Councillor Wright

That the approval of the Committee of Management minutes dated March 22, 2018 be deferred until the April 26, 2018 County Council meeting.

Carried
Reports

Board of Health

$CC42-18$ Moved by: Councillor Paterson Seconded by: Councillor Barfoot

That the Board of Health Report dated March 2018 and the Board of Health minutes dated February 23, 2018 be received for information.

Carried

By-Laws

There were no by-laws presented.

Good News and Celebrations

Councillor Fosbrooke reminded Council of Maple Fest in Holstein this coming weekend and acknowledged the success of the Mayor’s Forum in Meaford. The CANWARN Storm Watchers event was successful as well.

Councillor McQueen announced that Grey Highlands will be hosting the Home and Cottage Show on April 21, 2018. Also, the Celebration of Agriculture / Tommy Cooper Awards Night will be occurring in Hanover on April 21st from 6:30 PM -10:30 PM.

The Chatsworth and area Fire Department is holding an annual yard sale fundraiser on April 28th at 8:00 AM in Desboro.

Councillor Greenfield noted that the Municipality of Meaford is holding a municipal cleanup event on Saturday, May 5th beginning at 10:00 AM.

Councillor Eccles congratulated the West Grey Bantam and Atom hockey teams, as well as the Hanover Pee Wee team.

WES for Youth is holding a chicken wing dinner at the Neustadt community hall on Friday, April 13th beginning at 5:00 PM.

Adjournment

On motion of Councillors Burley and Bell, Council adjourned at 10:56 AM to the call of the Warden.

Stewart Halliday, Warden

Heather Morrison, Clerk
Committee of the Whole
April 12, 2018 – Following Council

Grey County Council met on the above date at 11:08 AM at the County Administration Building. Warden Stewart Halliday assumed the Chair and called the meeting to order with all members present except Councillor Norm Jack.

Councillor John Woodbury was in attendance on behalf of Councillor Jack.

Declaration of Pecuniary Interest
There were no disclosures of pecuniary interest.

Business Arising From the Minutes

Kris Kreutzweiser, Auditor from Collins – Barrow - Golden Town
Financial Statements

Kris Kreutzweiser of Collins-Barrow provided an outline of the Golden Town Residential Community Inc. financial statements as they relate to Report HDR-CW-03-18 as requested by County Council.

The dollar value of the total assets were noted as well as existing mortgages.

Net assets both restricted and unrestricted were then outlined.

Ms. Kreutzweiser then highlighted that statement of operations and unrestricted net assets for Golden Town Manor. Generally this has been on budget. A small deficit of just over $4,000 was realized in 2017. Albert Place and Victoria Village operations have been stable from year to year.

HDR-CW-03-18 Golden Town Residential Community (Deferred from the meeting of March 22, 2018)

Main Motion

Moved by: Councillor Wright  Seconded by: Councillor Greenfield

That Report HDR-CW-03-18 regarding a proposed transfer of Golden Town Residential Company assets to Grey County be received; and
That staff be directed to carry out the process to transfer such assets to the County of Grey.

Amendment

CW93-18 Moved by: Councillor Eccles Seconded by: Councillor Ardieł

That the motion be amended to reflect that the report be received and request staff to bring back a report to an upcoming Committee of the Whole meeting on the timelines of the transfer and the projected capital upgrades that may be required over the next 20 years.

Councillor Eccles requested a recorded vote on the amendment.

In Favour: A. Barfoot 5, D. Burley 5, P. McQueen 5, S. Halliday 5, A. Fosbrooke 4, J. Woodbury 3, J. McKean 6, G. Ardieł 5, K. Eccles 6, J. Bell 6

Opposed: B. Pringle 4, S. Mackey 3, S. Paterson 3, S. Hicks 3, B. Clumpus 5, H. Greenfield 5, I. Boddy 9, A. Wright 8

The motion was Carried 50-40.

Motion as Amended

CW94-18 Moved by: Councillor Wright Seconded by: Councillor Greenfield

That Report HDR-CW-03-18 regarding a proposed transfer of Golden Town Residential Company assets to Grey County be received; and

That staff be requested to bring forward a report to an upcoming Committee of the Whole meeting on the timelines of the proposed Golden Town Residential transfer and the projected capital upgrades that may be required over the next 20 years.

Carried

Councillor Boddy left the meeting at this time.

Delegations

Mike Ryan, President and Hugh Simpson, First Vice President - Grey County Federation of Agriculture - Farm Assessments and Taxes

Mike Ryan noted that the County has the opportunity to lower the agricultural rate to less than 25% of the residential rate. A reassessment increase of over 70% is significant.

Some counties have lowered it to less than 25%.

The federation is asking recognition of farms as businesses and requests the agricultural tax rate be 22% of the residential rate. This is more bearable to the sector.
Grey County Federation of Agriculture understands that from the County’s perspective, this will not translate to much money, however a decision to maintain the ratio as it is favours the residential sector and puts a considerable burden on many farms. The rate reduction proposal makes an insignificant economic change yet is a positive change to farmers.

Councillor Hicks left the meeting at this time.

Pam Hillier, Executive Director – 211 - Review of 211 Service Usage Statistics, Gaps for 2017 and Program Highlights

Pam Hillier addressed Council on a review of 211 service usage statistics. Grey County continues to be high users of 211 services.

Ms. Hillier noted that the average wait time and cue is 50 seconds and the abandonment rate is 7%. There is an option for individuals to leave a callback number so they do not have to wait on the phone.

It was noted that information on utility assistance is the number one reason for calling.

In terms of unmet needs, the biggest gap was in health.

Ms. Hillier then outlined 211’s emerging role in bridging the gap between primary care and community, social and government services.

Councillor Hicks then re-entered the meeting.

Committee recessed, then reconvened.

Closed Meeting Matters

CW95-18 Moved by: Councillor Burley Seconded by: Councillor Ardiel

That Committee of the Whole does now go into closed session to discuss:

i. Advice subject to solicitor – client privilege, including communications necessary for that purpose pursuant to Section 239 (2) of the Municipal Act, 2001 regarding Indigenous land rights; and

That the following staff remain in attendance: Kim Wingrove, Heather Morrison, Anne Marie Shaw, Jennifer Cornell, Randy Scherzer, Pat Hoy, Kevin McNab, Grant McLevy, Debbie Pegelo, Kevin Weppler, Tara Warder and Erroll Treslan.

Carried

Council proceeded into closed session at: 1:11 PM.

Council rose back into open session at: 1:44 PM.
Addendum to PDR-CW-39-17 Saugeen Valley Revised Memorandum of Understanding (Deferred from the meeting of March 8, 2018)

Moved by: Councillor Greenfield  Seconded by: Councillor Paterson

That the comments outlined in the Addendum to Staff Report PDR-CW-39-17 be provided to the Saugeen Valley Conservation Authority (SVCA) in response to the revised draft Memorandum of Understanding (MoU) for plan review and technical services that the SVCA circulated to the County and the watershed municipalities, and

That Council requests that the SVCA continue to provide both natural hazard and natural heritage comments for the County of Grey as part of its review of planning applications in order to maintain consistency with other conservation authorities and municipalities in Grey County, and

That when providing comments on natural hazards and natural heritage matters that the comments be provided in the context of Provincial Policy Statement as well as the County Official Plan, and local planning documents for all Planning Act applications, and

That Council supports the recommended revisions to the revised draft MoU and directs staff to circulate a copy of the Report and the revised draft MoU to the SVCA and the member municipalities within Grey County that are located within the Saugeen Valley Conservation Authority watershed and to work with the SVCA to finalize an MoU for Council’s consideration.

Carried

Determination of Items Requiring Separate Discussion

No items were requested to be removed from the Consent Agenda.

Consent Agenda

Moved by: Councillor McQueen  Seconded by: Councillor Pringle

That the following Consent Agenda items be received; and

That staff be authorized to take the actions necessary to give effect to the recommendations in the staff reports; and

That the correspondence be supported or received for information as recommended in the consent agenda.

1. That Report FR-CW-13-18 regarding the quarterly purchasing report for Quarter 1 of 2018 be received for information.

2. That Report TR-CW-19-18 be received and that the request for a setback
exemption of 52.49 feet (16 metres) from the centreline at 504569 Grey Road 1 in the Township of Georgian Bluffs to accommodate a garage separate from the existing residential house be approved.

3. That the County of Grey supports the Town of Hanover’s resolution urging the Province of Ontario to reinstat[e] adequate and appropriate funding for local libraries.

4. That the correspondence from the Township of Chatsworth regarding the Saugeen Valley Conservation Authority commenting on County and Local Official Plan policies, be received for information.

5. That the correspondence from the Township of Georgian Bluffs thanking the CAO and Warden for their presentation to Council be received for information.

6. That the Accessibility Advisory Committee minutes dated March 23, 2018 be adopted as presented.

7. That the joint public meeting minutes dated March 28, 2018 regarding Official Plan Amendment 141 in the Township of Southgate be received for information.

8. That the Grey County-The Blue Mountains Task Force minutes dated November 28, 2017 be adopted as presented.

Carried

Items for Direction and Discussion

Homelessness Enumeration Verbal Update

Anne Marie Shaw addressed Council on homelessness enumeration. This will be the first time enumeration is happening. A prior staff report, HDR-CW-09-17 outlined what type and how the process would be occurring.

Ms. Shaw outlined the vision and goals and the 10 year housing and homelessness plan.

The initiative will be called the County Campaign Targeting Homelessness and is a five day campaign to better understand homelessness. The campaign will take place from April 23-27, 2018. There are going to be 15 drop-in hubs throughout the County and staff can visit those that cannot attend the hubs. It is a short questionnaire. Those participating in the campaign will be volunteering to do so.

Ms. Shaw then outlined the plan moving forward including hub locations and staff training.

HDR-CW-07-18 Transfer of Twin Pines Property to Grey County

Moved by: Councillor Burley  Seconded by: Councillor Bell

That Report HDR-CW-07-18 be received and that the properties identified as
Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637; Geographic Township of Bentinck, Municipality of West Grey, County of Grey be acquired from Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure; and

That the Warden and Clerk be authorized to sign the transfer agreement to transfer ownership from Her Majesty the Queen to Grey County; and

That the County proceed with option two and issue a Request for Proposal for interested parties to build affordable housing; and

That once the transfer of land is finalized, staff proceed with a notice of intent to declare the land surplus.

Carried

HDR-CW-06-18 Social Housing Apartment Improvement Program Additional Funding

CW99-18 Moved by: Councillor Barfoot Seconded by: Councillor Wright

That report HDR-CW-06-18 regarding additional funding through the Social Housing Apartment Improvement Program be received; and

That Council endorses the business plan for the additional year one funding from the Province of $111,547 and the 2018-2021 business plan and that the plans be submitted to the Province.

Carried

TR-CW-20-18 Award of RFT-TS-03-18 Grey Road 32 Pulverizing and Hot Mix Paving

CW100-18 Moved by: Councillor McQueen Seconded by: Councillor McKean

That Report TR-CW-20-18 regarding tender award recommendations for RFT-TS-03-18 be received and that the tender be awarded to E.C. King Contracting for $1,947,652.43 excluding taxes; and

That a 5% construction contingency be added to the tender price resulting in a revised estimated project cost of $2,081,027.67 net HST; and

That the project deficit of $81,027.67 will be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

Carried
Committee of the Whole  
April 12, 2018

TR-CW-21-18 Engineering Technologist Position

*CW101-18* Moved by: Councillor Pringle  Seconded by: Councillor McKean

That Report TR-CW-21-18 regarding the Engineering Technologist position be received and that Grey County proceed with hiring an Engineering Technologist; and

That the position be funded from the Transportation General Reserve in 2018 and included in the 2019 budget.

Carried

PDR-CW-14-18 Sunvale Homes Information Report

*CW102-18* Moved by: Councillor Eccles  Seconded by: Councillor Bell

That Report PDR-CW-14-18 regarding an overview of proposed application 42T-2018-05, to establish a plan of subdivision consisting of two hundred and forty-seven (247) lots on lands described as Part of Lot 24, Division 2, Concession 1 EGR, (geographic Township of Glenelg) in the Municipality of West Grey, be received for information.

Carried

Ontario Municipal Board Appeals File List

*CW103-18* Moved by: Councillor Fosbrooke  Seconded by: Councillor Woodbury

That the Ontario Municipal Board Appeals File list be received for information.

Carried

Administration Building Addition / Renovation Update

Anne Marie Shaw provided an update on the Administration building renovation. Occupancy has been received for the Finance and Transportation areas as well as the staff room.

It is anticipated that the grand opening will take place in June. Staff are hoping that complete occupancy will be received by mid-May.

Other Business

There is a candidate information session on April 17th at the Bayshore for anyone who is interested in running in the municipal election in October 2018. A second event will be held in Flesherton on June 21st.

Notice of Motion

Councillor Fosbrooke provided a notice of motion regarding allotting a specific amount of time
for an open forum at the beginning of County Council meetings.

**Adjournment**

On motion of Councillors Burley and Pringle, Committee of the Whole adjourned at 2:58 PM to the call of the Chair.

Stewart Halliday, Warden

Heather Morrison, Clerk
Committee Minutes

Committee of Management
March 22, 2018 – 1:34 PM

The Committee of Management met on the above date at the County Administration Building with the following members in attendance:

Present: Chair Dwight Burley; Councillors Arlene Wright, Alan Barfoot, Sue Paterson; and Warden Stewart Halliday

Staff Present: Kim Wingrove, Chief Administrative Officer; Lynne Johnson, Director of Long-Term Care; Heather Morrison, Clerk; Mary Lou Spicer, Deputy Director of Finance and Tara Warder, Deputy Clerk/Legislative Coordinator

Call to Order

Chair Burley called the meeting to order at 1:34 PM.

Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

Closed Meeting Matters

CC31-18 Moved by: Councillor Wright Seconded by: Councillor Barfoot

That the Committee of Management does now go into closed session to discuss:

i. A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board pursuant to Section 239 (2) of the Municipal Act, 2001 (Long-Term Care redevelopment application)

ii. Labour relations or employee negotiations pursuant to Section 239 (2) of the Municipal Act, 2001 (Union negotiations)
The Committee proceeded into closed session at: 1:35 PM.

The Committee returned to open session at: 2:44 PM.

The Chair confirmed that only the items stated in the resolution to move in camera were discussed.

Other Business

There was no other business.

Next Meeting Dates

At the Call of the Chair.

On motion by Councillor Barfoot, the meeting adjourned at 2:45 PM.

Dwight Burley, Chair
Corporation of the County of Grey

By-Law 5011-18

A By-law to Establish Tax Ratios for Prescribed Property Classes for the Year 2018

WHEREAS the Corporation of the County of Grey is required to establish tax ratios pursuant to s. 308 of the Municipal Act, 2001, S.O. 2001 c.25, as amended (hereinafter referred to as “The Act”);

AND WHEREAS the tax ratios determine the relative amount of taxation to be borne by each property class;

AND WHEREAS the property classes have been prescribed pursuant to Section 7 of the Assessment Act, R.S.O. 1990, c.A.31, as amended (hereinafter referred to as the “Assessment Act”) and Part II of O. Reg. 282/98;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. That for the taxation year 2018, the tax ratio for property in the:
   a) Residential property class is 1.000000
   b) Multi-Residential property class is 1.441197
   c) Commercial property class is 1.306940
   d) Industrial property class is 1.858187
   e) Pipelines property class is 0.906848
   f) Farm property class is 0.250000
   i) Managed Forests property class is 0.250000
   j) Resort Condominium property class is 1.000000
   k) New Multi-Residential property class is 1.000000
   l) Landfill property class is 1.000000

2. This By-law shall come into force and effect the date of the final passing thereof.

ENACTED AND PASSED this 26th day of April, 2018

WARDEN: Stewart Halliday                        CLERK: Heather Morrison
Corporation of the County of Grey
By-Law 5012-18

A By-law to Set Tax Rate Reductions for Prescribed Property Subclasses for the Year 2018

WHEREAS the Corporation of the County of Grey is required by s. 313 of the Municipal Act, 2001, S.O. 2001 c.25 as amended (hereinafter referred to as “The Act”) to provide for tax rate reductions for prescribed property subclasses for 2018 for the Municipality and its lower-tier municipalities;

AND WHEREAS the property subclasses subject to tax rate reductions are those prescribed under s. 8(1) of the Assessment Act, R.S.O. 1990, c.A.31, as amended;

AND WHEREAS the Minister of Finance has prescribed the percentage reductions for the subclasses for farm land awaiting development in Ontario Regulation 383/98, as amended;

AND WHEREAS the tax rate reductions reduce the tax rates that would otherwise be levied for municipal purposes;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. The tax rate that would otherwise be levied for municipal purposes for the subclasses prescribed under paragraph 1 of subsection 8(1) of the Assessment Act shall be reduced as follows in accordance with Ontario Regulation 383/98, as amended:

   a) The Residential property class:

      i) Subclass 1 - 75%
      ii) Subclass 2 - 0%

   b) The Multi-Residential property class:

      i) Subclass 1 - 75%
      ii) Subclass 2 - 0%

   c) The Commercial property class:

      i) Subclass 1 - 75%
      ii) Subclass 2 - 0%
d) The Industrial property class:

   i) Subclass 1 - 75%
   ii) Subclass 2 - 0%

2. The tax rate that would otherwise be levied for municipal purposes for the subclass prescribed under subparagraph i of paragraph 2 of subsection 8(1) of the Assessment Act shall be reduced by 30%;

3. The tax rate that would otherwise be levied for municipal purposes for the subclass prescribed under subparagraph ii of paragraph 2 of subsection 8(1) of the Assessment Act shall be reduced by 35%;

4. The tax rate that would otherwise be levied for municipal purposes for the subclass prescribed under subparagraph i of paragraph 3 of subsection 8(1) of the Assessment Act shall be reduced by 30%;

5. The tax rate that would otherwise be levied for municipal purposes for the subclass prescribed under subparagraph ii of paragraph 3 of subsection 8(1) of the Assessment Act shall be reduced by 35%.

6. This By-law shall come into force and effect the date of final passing thereof.

ENACTED AND PASSED this 26th day of April, 2018.

___________________________  ________________________________
WARDEN: Stewart Halliday        CLERK: Heather Morrison
Corporation of the County of Grey
By-Law 5013-18

A By-law to Establish and Levy Tax Rates for Upper Tier Purposes for the Year 2018

WHEREAS the Corporation of the County of Grey (hereinafter referred to as the “Municipality”) has by By-law No. 5002-18 prepared and adopted the Estimates of Revenues and Expenditures for the Year 2018 for the purposes of the Municipality pursuant to s. 289. of the Municipal Act, 2001, S.O. 2001 c.25, as amended (hereinafter referred to as “The Act”);

AND WHEREAS the apportionment of the Municipality’s levy shall be based on the 2018 budget for the Municipality as set out in By-law No. 5002-18;

AND WHEREAS it is necessary to apportion the levy of $55,457,365 required for Municipality purposes among the lower-tier municipalities;

AND WHEREAS s. 311 of The Act provides for the establishment of:

i) the rates to be levied in each year;
ii) the installments in which the taxes to be raised shall be paid;
iii) the rate of interest to be paid on the amount in default if a lower-tier municipality fails to make a payment or portion thereof;

AND WHEREAS all property assessment rolls on which the 2018 taxes are to be levied have been returned pursuant to the provisions of the Assessment Act;

AND WHEREAS the sums required by taxation in the year 2018 for general Municipality purposes are to be levied by the lower-tier municipalities as directed by the Municipality’s By-law pursuant to s. 311(2) of The Act, as amended by Ontario Regulation 422/02;

AND WHEREAS the tax ratios on the property classes prescribed pursuant to s. 7 of the Assessment Act (the Prescribed Property Classes) for the 2018 taxation year have been set out in By-law No. 5011-18;

AND WHEREAS the subclass tax rate reductions on the property subclasses prescribed pursuant to s.8 of the Assessment Act (the “Prescribed Property Subclasses”) for the 2018 taxation year have been set out in By-law No. 5012-18;
AND WHEREAS the tax rates on the Prescribed Property Classes and Prescribed Property Subclasses have been calculated in accordance with the provisions of The Act and the manner set out herein;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS follows:

1. For the year 2018 in the Municipality, the lower-tier municipalities shall levy upon the Prescribed Property Classes, the rates of taxation per current value assessment for general purposes set out in Schedule “A” attached hereto.

2. The levy of $55,457,365 for Municipality purposes shall be raised in each lower-tier municipality in accordance with the details set out in Schedule “A”.

3. Pursuant to section 311(13) and (18) of The Act and subject to the adjustments provided for in s.311(14) of The Act the amounts raised by each lower-tier municipality in accordance with Schedule “A” shall be paid to the Treasurer of the Municipality in the following installments and on the following dates:
   a) 25% of the amount required for Municipality purposes in the prior year, on or before March 31.
   b) 50% of the amount required for Municipality purposes in the current year, less the amount of the installment paid under paragraph (a), on or before June 30.
   c) 25% of such current amount, on or before September 30.
   d) The balance of the entitlement for the year, on or before December 15.

4. Pursuant to s. 311(18) of The Act, in the event a lower-tier municipality fails to make any payment or portion thereof, as provided for in this By-law, the defaulting lower-tier municipality shall pay interest on the amount past due at the rate of 15% per annum (1.25% per month) from the date payment is due until it is made.

5. This By-law shall come into force and effect on the date of the final passing thereof.

6. Schedule “A” attached hereto shall form part of this By-law.

ENACTED AND PASSED this 26th day of April, 2018

WARDEN: Stewart Halliday

CLERK: Heather Morrison
## Taxable Assessment

### Residential/Farm
- **RTC**: 12,610,195,795
- **CVA**: 12,610,195,795
- **2018 Assessment**: 0.00359098
- **2018 Tax Rate**: 45,282,951
- **Total Taxes**: 45,282,951

### Municipal Taxes

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<th>Class</th>
<th>RTC</th>
<th>RTQ</th>
<th>2018 CVA Assessment</th>
<th>Prescribed Transition Tax Rates</th>
<th>CVA Weighted by Transition Tax Rates</th>
<th>2018 Tax Rates</th>
<th>2018 Total Taxes</th>
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### Payment in Lieu

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Corporation of the County of Grey
By-Law 5014-18

A By-law to Adopt Municipal Options Related to Part IX of the Municipal Act, 2001; “Limitations on Taxes for Certain Property Classes”

WHEREAS the Corporation of the County of Grey (hereinafter referred to as “The Municipality”) may, in accordance with Section 329.1 of the Municipal Act, 2001, S.O. 2001 c.25, as amended (hereinafter referred to as “The Act”), and Ontario Regulation 73/03, as made and amended under The Act, modify the provisions and limits set out in Part IX of The Act, with respect to the calculation of taxes for municipal and school purposes for properties in the Multi-Residential, Commercial and Industrial property classes;

AND WHEREAS The Municipality did, in accordance with the terms and provisions of Ontario Regulation 73/03 as made and amended under The Act, pass a by-law ending the application of Part IX of The Act for the Multi-Residential and Industrial property classes in 2016;

AND WHEREAS the Municipality may, in accordance with the terms and provisions of the Ontario Regulation 73/03 as made and amended under The Act, pass a by-law to phase-out the application of Part IX of The Act;

AND WHEREAS for the purposes of this by-law the Commercial classes shall be considered a single property class shall be deemed to be a single property class;

AND WHEREAS “uncapped taxes” means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of Part IX of The Act.

AND WHEREAS “capped taxes” means, the taxes for municipal and school purposes that shall be levied for the taxation year as a result of the application of Part IX of The Act.

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS THE FOLLOWING TO PROVIDE FOR THE ADMINISTRATION AND APPLICATION OF PART IX OF THE ACT:

1. THAT having determined that the eligibility requirements set out under Section 8.3 of Ontario Regulation 73/03 have been met in respect of the Commercial property
class, the Municipality opts to phase-out the application of Part IX of *The Act* for that class with the first year of the phase-out being 2018.

2. THAT paragraphs 1, 2, 3 and 4, of Subsection 329.1 (1) of *The Act* shall apply to the Commercial property class for 2018, whereby:

(i) In determining the amount of taxes for municipal and school purposes for the year under Subsection 329 (1) and the amount of the tenant’s cap under Subsection 332 (5), the amount to be added under paragraph 2 of Subsection 329 (1), and the increasing amount under paragraph 2 of Subsection 332 (5) shall be the greater of:

(a) The amount of the uncapped taxes for the previous year multiplied by ten per cent (10%), and
(b) The amount of the capped taxes for the previous year multiplied by ten per cent (10%).

(ii) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for that year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under Section 329, as modified under Section 329.1 of *The Act* and this Section, by five hundred dollars ($500.00) or less.

(iii) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for that year if the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under Section 330, as modified under Section 329.1 of *The Act* and this by-law exceed the uncapped taxes, by fifty dollars ($250.00) or less.

3. AND THAT paragraphs 1, 2 and 3, of Subsection 8.0.2 (2) of Ontario Regulation 73/03 shall apply to the Commercial class whereby properties that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of *The Act* for the taxation year:

(i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year.

(ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.
(iii) The capped taxes for the property in the previous year were higher than the property’s uncapped taxes for that year, and the current year’s capped taxes would be lower than the current year’s uncapped taxes if Part IX were applied.

4. AND THAT paragraph 8 of Subsection 329.1 (1) of The Act shall apply to the Commercial property class whereby all properties that become eligible within the meaning of Subsection 331 (206) of The Act, the taxes for municipal and school purposes for the year or portion of the year shall be the greater of the amount of the taxes determined under Subsection 331 (2); and the uncapped taxes for the property.

5. AND THAT section 15.0.1 of Ontario Regulation 73/03 shall apply to the Commercial property class for 2018 whereby, but for the application of that section, the capped taxes for the property would be less than the uncapped taxes for the property, the lesser of the following amounts shall be added to the capped taxes calculated in the absence of this adjustment:

   (i) The amount, if any, by which the current year’s uncapped taxes exceed the previous year’s uncapped taxes; and

   (ii) The amount of that the current year’s uncapped taxes exceed the capped taxes calculated in the absence of this adjustment.

6. AND THAT the claw-back mechanism be used to fund the cost of capping protection to the extent possible.

ENACTED AND PASSED this 26th day of April, 2018.

___________________________  ________________________________
WARDEN: Stewart Halliday                           CLERK: Heather Morrison
Corporation of the County of Grey
By-Law 5015-18

A By-law to Acquire Certain Lands in the Municipality of West Grey, (Geographic Township of Bentinck) As Described in Schedule ‘A’ into the Grey County Housing Inventory

WHEREAS the Council of the County of Grey has adopted the recommendation of the Committee of the Whole minutes dated April 12, 2018 authorizing the acquisition of Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637; Geographic Township of Bentinck, Municipality of West Grey, County of Grey from Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure;

AND WHEREAS Section 8 of the Municipal Act, 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. The Warden and Clerk are hereby authorized and directed to execute all documents necessary to complete the acquisition, and the Clerk to affix the Corporate seal to a Transfer Agreement for Forfeited Corporate Property (Relief from Forfeiture) with Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure.

2. The Agreement referred to in Clause 1 forms and becomes part of this By-law.

3. This By-law shall come into force and effect upon the final passing thereof.

ENACTED AND PASSED this 26th day of April, 2018.

___________________________  ______________________________
WARDEN: Stewart Halliday  CLERK: Heather Morrison
Corporation of the County of Grey
Schedule ‘A’ to By-law 5015-18

Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637; Geographic Township of Bentinck, Municipality of West Grey, County of Grey being PIN 37318-0094

(Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure to The Corporation of The County of Grey)
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE

as “Vendor”

and

THE CORPORATION OF THE COUNTY OF GREY

as “Purchaser”

TRANSFER AGREEMENT FOR FORFEITED CORPORATE PROPERTY
(RELIEF FROM FORFEITURE)
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TRANSFER AGREEMENT FOR FORFEITED CORPORATE PROPERTY

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE
(hereinafter collectively called the “Vendor”)

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF GREY
(hereinafter called the “Purchaser”)

OF THE SECOND PART

RECITALS:

A. The registered owner of the “Lands” as defined in Section 1.01(q) of this Agreement is Twin Pines Apartments Limited (the “Corporation”), pursuant to a Transfer registered as Instrument No. GS38355 on December 22, 1961 with respect to the Lands.

B. The Corporation was incorporated on September 1, 1960 and was voluntarily dissolved effective December 1, 1971.

C. Upon the dissolution of the Corporation, all remaining property of the Corporation became Forfeited Corporate Property, as defined in Section 1.01(m) of this Agreement, and was forfeited to and immediately vested in the Crown by operation of Section 244(1) of the Business Corporations Act.

D. The Purchaser submitted to the Vendor an application for relief from forfeiture (the “Relief Application”) in accordance with Section 26(1) of the Forfeited Corporate Property Act, 2015.

E. Pursuant to Section 26(1) of the Forfeited Corporate Property Act, 2015, the Vendor has agreed to transfer the Forfeited Corporate Property to the Purchaser and the Purchaser has agreed to accept the Forfeited Corporate Property from the Vendor on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1
DEFINITIONS

1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

(a) “Affiliate” has the meaning set out in the Business Corporations Act, R.S.O. 1990, c.B. 16.

(b) “Agreement” means collectively, this agreement of purchase and sale, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.

(c) “As Is Where Is” has the meaning ascribed to it in Section 5.01.

(d) “Applicable Laws” means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations.

(e) “Authority” means any governmental or quasi-governmental authority, regulatory authority, government ministry or department, agency, commission, board, tribunal, body
or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Forfeited Corporate Property, or the use thereof.

(f) “Business Day” means any day on which the Government of Ontario normally conducts business.

(g) “Closing” means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.

(h) “Closing Date” means the day which is fifteen (15) Business Days next following the Date of Acceptance, or such earlier date that the Purchaser and Vendor may agree to in writing.

(i) “Contaminant” has, for the purposes of this Agreement, the same meaning as that contained in the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and Climate Change and/or the Ministry of Labour.

(j) “Crown” means “Her Majesty the Queen in right of Ontario” and includes, for the purposes of any exculpatory clause, release or indemnity included in this Agreement in favour of the Crown, any Ministers, Deputy Ministers, agencies, representatives, servants, employees, agents, delegates, appointees, invitees, officials, contractors and licensees of Her Majesty the Queen in right of Ontario and their officers and directors, brokers, service provider(s) and any other entity over whom the Crown may reasonably be expected to exercise control.

(k) “Date of Acceptance” means the date the Vendor approves and accepts this Agreement.

(l) “Environmental Law” means, collectively, all Applicable Laws and agreements with government authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacturing, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.

(m) “Forfeited Corporate Property” means the interest held by the Dissolved Corporation in the Lands, prior to dissolution, which subsequently forfeited to the Crown.

(n) “Hazardous Substance” includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.

(o) “Heritage Requirements” has the meaning ascribed to it in Section 8.01(a).

(p) “HST” has the meaning ascribed to it in Section 4.01 of this Agreement.

(q) “Lands” means the land(s) described in Schedule A.

(r) “Land Use Regulations” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Forfeited Corporate Property, including the existing Official Plans, zoning by-laws and zoning orders.

(s) “Land Transfer Tax Affidavit” has the meaning ascribed to it in Section 11.01.

(t) “OILC” means Ontario Infrastructure and Lands Corporation.

(u) “Open Data” means data required to be released to the public pursuant to the Open Data Directive.
“Open Data Directive” means Management Board of Cabinet’s directive on Open Data updated on April 29, 2016, as updated from time to time.

“Purchase Price” means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Forfeited Corporate Property, exclusive of HST.

“Sale Approval” means the necessary internal governmental approvals required to dispose of the Forfeited Corporate Property.

“Transaction” means, collectively, the purchase and sale of the Forfeited Corporate Property provided for in this Agreement and all other matters contemplated in this Agreement.

“Vendor” means Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure and includes, for the purpose of any exculpatory clause, release or indemnity included in this Agreement in favour of the Vendor, its representatives, servants, employees, delegates, appointees, agents, invitees, officers, directors, contractors, licensees, brokers, service provider(s) and any other entity or person over whom the Vendor or OILC may reasonably be expected to exercise control.

SECTION 2
AGREEMENT OF PURCHASE AND SALE

2.01 The Vendor agrees to transfer and assign to the Purchaser the Forfeited Corporate Property and the Purchaser agrees to accept the Forfeited Corporate Property from the Vendor for the Purchase Price of $2.00 that shall be paid by the Purchaser to the Vendor for the Forfeited Corporate Property, exclusive of HST, on the Closing Date.

SECTION 3
PAYMENT OF PURCHASE PRICE

3.01 On Closing, the Purchase Price shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date, by the Purchaser to the Vendor, by way of certified cheque or bank draft made payable to the “Minister of Finance”.

3.02 This Agreement shall be completed on the Closing Date at the offices of OILC.

SECTION 4
HARMONIZED SALES TAX

4.01 The Purchase Price of the Forfeited Corporate Property does not include the Harmonized Sales Tax (“HST”) payable by the Purchaser in respect of the purchase of the Forfeited Corporate Property pursuant to the Excise Tax Act, R.S.C. 1985, c. E.15 (Canada) (the “ETA”). Subject to Section 4.02, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by certified cheque or bank draft, all HST payable as a result of this Transaction in accordance with the ETA.

4.02 Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, on Closing:

(a) the Purchaser is registered under the ETA;

(b) provides to the Vendor with the Certificate and Indemnity re HST,

failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the ETA.

4.03 The Purchaser's obligations under this Section 4 shall survive and not merge on Closing.
SECTION 5
"AS IS WHERE IS"
PURCHASER'S INDEMNITY

5.01 The Purchaser hereby acknowledges and agrees that it accepts the Forfeited Corporate Property in an “As Is, Where Is” condition, which means the physical condition, state of repair and environmental condition of the Forfeited Corporate Property, including, without limitation, the state of title, any non-compliance with Environmental Law or the existence of any Hazardous Substance in, on or under the Lands, the Buildings or any structure or paved surface or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from or on to the Forfeited Corporate Property) existing as of the Closing Date.

5.02 In agreeing to purchase the Forfeited Corporate Property, on an As is, Where is basis, the Purchaser acknowledges and agrees that:

(a) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Forfeited Corporate Property or the condition thereof. The provisions of Sections 5.01 and 5.02 shall survive and not merge on Closing.

5.03 As an inducement to, and as further consideration for, the Vendor agreeing to transfer the Forfeited Corporate Property to the Purchaser upon the terms and conditions set forth in this Agreement, the Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall:

(a) forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything in connection with, arising from or in any way related to:

(i) the state and quality of title;

(ii) any outstanding arrears of taxes, utilities, common expenses (if applicable) or other monies owing in relation to the Forfeited Corporate Property; and

(iii) the condition of the soil, subsoil, ground and surface water, or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, or any other matters in relation to the Forfeited Corporate Property whatsoever, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substances in, on, under, or emanating from or onto the Forfeited Corporate Property, regardless of whether such environmental conditions or the presence of Hazardous Substances is known or unknown by the Purchaser. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution and shall survive and not merge on Closing.

(b) be responsible for, and hereby agree to indemnify, defend and save harmless the Vendor from, any and all costs whatsoever (including, without limitation, legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims) in connection with, arising from or in any way related to the following, without limitation:

(i) the state of repair or the condition of the Forfeited Corporate Property;

(ii) the state and quality of title, occupancy and current use of the Forfeited Corporate Property;

(iii) any non-compliance with Environmental Law or the existence of Hazardous Substances in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from or onto the Forfeited Corporate Property);

(iv) any order issued by an Authority in connection with the condition of the Forfeited Corporate Property; or
any loss, damage, or injury caused either directly or indirectly as a result of the Condition of the Forfeited Corporate Property.

Without limiting the generality of the foregoing, this indemnification shall specifically extend to include and cover costs incurred in connection with any claim for personal injury, death, property damage, investigation of site conditions, any clean-up, remedial, removal, monitoring or restoration work required by any Authority because of any non-compliance with Environmental Law or the existence of any Hazardous Substances on the Forfeited Corporate Property.

5.04 The Purchaser agrees to execute and deliver to the Vendor at the time of Closing an Acknowledgement, Release and Indemnity, in the form attached hereto as Schedule schedule C, whereby the Purchaser shall reaffirm the release, covenant not to sue and indemnifications regarding the condition of the Forfeited Corporate Property and environmental matters set forth in this Section 5. Notwithstanding the foregoing, the release, covenant not to sue and indemnifications set forth in this Section 5 shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Forfeited Corporate Property in favour of the Purchaser, and the Purchaser shall be bound by them, regardless of whether or not the Purchaser executes any separate instrument at the time of Closing.

5.05 This Section 5 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 6
VENDOR’S CONDITIONS/ SALE APPROVAL

6.01 The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:

(a) the Vendor shall have obtained Sale Approval;

(b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;

(c) the representations and warranties of the Purchaser set forth in this Agreement shall be true and accurate in all material respects as if made as of the Closing Date; and

(d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance with this Agreement.

6.02 The conditions set forth in Section 6.01 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, or by its solicitors on its behalf, in the sole and absolute discretion of the Vendor by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Closing Date.

6.03 If a condition set forth in Section 6.01 is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser’s solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on the Closing in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Vendor’s sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and (i) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in Section 6.01(a), neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages.

SECTION 7
RISK

7.01 From and including the Closing Date, the Forfeited Corporate Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume any and all responsibilities and
liabilities arising out of or in any way connected with the Forfeited Corporate Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on, under or near the Forfeited Corporate Property existing as of the Closing Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.

7.02 On or before Closing, the Purchaser will execute and deliver an Acknowledgement, Release and Indemnity, in the form attached hereto as schedule C, accepting, assuming and indemnifying the Vendor with respect to, inter alia, all such matters referred to in this Section 7.

SECTION 8
HERITAGE REQUIREMENTS/ABORIGINAL CLAIMS

8.01 The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition on or before the Closing Date

(a) the requirements of the Standards & Guidelines for Conservation of Provincial Heritage Properties issued by the Ministry of Tourism, Culture and Sport pursuant to Section 25.2 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time, as they apply to the Forfeited Corporate Property and the Transaction (the “Heritage Requirements”).

8.02 Notwithstanding any other provision of this Agreement, if at any time prior to the Closing Date the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Forfeited Corporate Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Forfeited Corporate Property, a restriction on the use of the Forfeited Corporate Property or any part thereof for any purpose, a restriction on access to the Forfeited Corporate Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Forfeited Corporate Property or a right of consultation in relation to the Forfeited Corporate Property, then the Vendor may at its option and in its sole and unfettered discretion determine in its sole and unfettered discretion if such claim, potential claim or interest can be satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Forfeited Corporate Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest;

(b) enter into arrangements which enable the Vendor to satisfy such claim, potential claim or interest or obtain such releases as appropriate from all interested parties in order to complete the sale of the Forfeited Corporate Property in accordance with Section 8.02(a), for which purpose it may extend the Closing Date up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the “Further Extension Period”); or

(c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and neither party shall be further liable to the other pursuant to this Agreement.

8.03 If at any time prior to Closing, the Vendor receives notification or otherwise becomes aware of any requirements imposed by an Authority, including without limitation any additional Heritage Requirements, not otherwise contemplated in this Section 8 and with which the Vendor must comply as a condition of completing the Transaction, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

(a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and neither party shall be further liable to the other pursuant to this Agreement.

SECTION 9
VENDOR’S WARRANTIES, REPRESENTATIONS AND COVENANTS

9.01 The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.).

9.02 Any information provided by the Vendor or its agents and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any information it has provided to the Purchaser.

SECTION 10
PURCHASER’S WARRANTIES, REPRESENTATIONS AND COVENANTS

10.01 The Purchaser warrants and represents to the Vendor that the Purchaser does not have a conflict of interest with the Vendor. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule B at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that if the information upon which the Statutory Declaration was provided changes, the Purchaser shall inform the Vendor of such change up to and including the Closing Date.

10.02 As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Forfeited Corporate Property.

10.03 On the Closing Date, the Purchaser will execute and deliver an Acknowledgement, Release and Indemnity in the form attached hereto as Schedule C, accepting, assuming, releasing and indemnifying the Vendor with respect to, inter alia, all such matters referred to in this Section 10.

10.04 The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, or direct title to the Forfeited Corporate Property.

SECTION 11
PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS

11.01 The Transfer/Deed of the Land will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration (“Land Transfer Tax Affidavit”), which will be prepared by the Purchaser. The Purchaser acknowledges that the Vendor will not be signing the Planning Act statements in the Transfer/Deed of Land.

11.02 The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Forfeited Corporate Property.

SECTION 12
ELECTRONIC REGISTRATION

12.01 Where the Forfeited Corporate Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4, and the Electronic Registration Act, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the
exchange of closing funds, non-registrable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:

(a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this Transaction); and

(b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of the latest Document Registration Agreement recommended from time to time by the Law Society of Upper Canada.

SECTION 13
CLOSING DELIVERABLES

13.01 Subject to the provisions of this Agreement, the Vendor covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser’s solicitors on or before the Closing Date, each of the following:

(a) the Forfeited Corporate Property, as described in Section 2.01, in an As Is Where Is condition;

(b) an executed Transfer/Deed of Land in registrable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);

(c) a direction regarding the payment of funds;

(d) such other deeds, conveyances and other documents contemplated in this Agreement or as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

13.02 Subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor or the Vendor’s Solicitors on or before the Closing Date:

(a) a certified cheque or bank draft made payable to “Minister of Finance” for the Purchase Price;

(b) a direction as to title, if necessary;

(c) HST Declaration and Indemnity, as contemplated in Section 4, if applicable;

(d) an updated Statutory Declaration in the form set out in Schedule B is required in the event that there have been any changes to the information contained in the Statutory Declaration provided to the Vendor prior to the date of execution of this Agreement pursuant to Section 10.01;

(e) an Acknowledgement, Release and Indemnity, in the form attached hereto as Schedule C;

(f) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

SECTION 14
NOTICE

14.01 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine (including e-mail) addressed to the Purchaser at:

The Corporation of the County of Grey
595 9th Avenue East
Owen Sound, ON N4K 3E3
Attention: Heather Morrison, Clerk
and to the Purchaser’s Solicitors at:

The Alliance Lawyers
142 10th Street West
Owen Sound, ON N4K 3P9
Attention: A.E. (Rob) Robinson
Telephone: 519-376-7450
Fax: 519-376-8288

and to the Vendor at:

Ministry of Infrastructure
Realty Management Branch
777 Bay Street, Suite 425
Toronto, ON M5G 2E5
Attention: Manager, Portfolio Performance
Email: forfeitedcorporateproperty@ontario.ca

And:

c/o Ontario Infrastructure Lands Corporation
Sales, Easements & Acquisitions
1 Dundas Street West, Suite 1000
Toronto, ON M5G 2L6
Attention: Vice President, Sales, Easements & Acquisitions
Facsimile: 416-327-3942

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or email, or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

SECTION 15
GENERAL

15.01 Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.

15.02 This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.

15.03 Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.

15.04 This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Forfeited Corporate Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their solicitors.
15.05 This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.

15.06 Wherever this Agreement makes reference to a requirement for the consent or approval of the Vendor, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Vendor.

15.07 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

15.08 If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

15.09 Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

SECTION 16
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND OPEN DATA

16.01 The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

16.02 The Purchaser acknowledges that this Agreement is subject to the Open Data Directive and the Vendor may be required to publish Open Data in accordance with the Open Data Directive.

SECTION 17
ACCEPTANCE PERIOD

17.01 Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal and is open for acceptance by the Vendor until one (1) day prior to the Closing Date. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile or email transmission, including facsimile signature provided that the original hard copy, with original signatures is received by both parties within seven (7) days of the facsimile acceptance. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Vendor.
OFFERED BY the Purchaser this _____ day of ________________________, 201__.

THE CORPORATION OF THE COUNTY OF GREY

By: __________________________
    Name: ______________________
    Title: ________________________

By: __________________________
    Name: ______________________
    Title: ________________________

Authorizing Signing Officer

ACCEPTED BY the Vendor this _____ day of ________________________, 201__.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by
THE MINISTER OF INFRASTRUCTURE
as represented by
ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

By: __________________________
    Name: ______________________
    Title: ________________________

By: __________________________
    Name: ______________________
    Title: ________________________

Authorizing Signing Officer
SCHEDULE A
LEGAL DESCRIPTION OF LANDS

Part of Park Lot Number 8, north side of Chester Street West, Plan 500, Town of Durham, as more particularly described in Instrument No. GS38355, except Instrument No. R443637, County of Grey (the “Lands”)
SCHEDULE B

STATUTORY DECLARATION RE CONFLICT OF INTEREST

Canada ) IN THE MATTER OF THE TITLE TO <>
Province of Ontario )
) AND IN THE MATTER OF A SALE THEREOF from HER
) MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
) REPRESENTED BY THE MINISTER OF
) INFRASTRUCTURE (the “Vendor”) to <> (the “Purchaser”)
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SCHEDULE C
ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

TO: Her Majesty the Queen in right of Ontario as represented by the Minister Infrastructure (the "Vendor")

RE: <<Purchaser(s) Name>> (the "Purchaser") purchase from the Vendor of the property legally described as <<Legal Description>>, being <<the whole OR part>> of PIN <<Enter PIN>> (LT) (the "Forfeited Corporate Property") pursuant to a Transfer Agreement for Forfeited Corporate Property between the Purchaser, as purchaser, and the Vendor, as vendor, accepted <<Date Offer Accepted>>, as may be amended from time to time (the "Purchase Agreement")

In consideration of and notwithstanding the Closing of the Transaction and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Unless otherwise defined herein, all capitalized terms used in this Acknowledgement, Release and Indemnity shall have the respective meanings ascribed to them in the Purchase Agreement for Forfeited Corporate Property. For greater clarity, the definitions of “Crown” and “Vendor” under Section 1.01 of the Purchase Agreement apply to this Acknowledgement, Release and Indemnity.

2. The Purchaser hereby accepts the Forfeited Corporate Property in an As Is Where Is condition in accordance with Section 5 of the Purchase Agreement.

3. The Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything in connection with, arising from or in any way related to:

   a) the state and quality of title;
   b) any outstanding arrears of taxes, utilities, common expenses (if applicable) or other monies owing in relation to the Forfeited Corporate Property; and
   c) the condition of the soil, subsoil, ground and surface water, or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, or any other matters in relation to the Forfeited Corporate Property whatsoever, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substances in, on, under, or emanating from or onto the Forfeited Corporate Property, regardless of whether such environmental conditions or the presence of Hazardous Substances is known or unknown by the Purchaser. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution and shall survive and not merge on Closing.

4. Effective as of the Closing Date, the Purchaser accepts and assumes any and all responsibilities and liabilities whether having occurred before or after Closing, arising out of or in any way connected to the Forfeited Corporate Property, including, without limitation:

   a) the state of repair or the condition of the Forfeited Corporate Property;
   b) the state and quality of title, occupancy and current use of the Forfeited Corporate Property;
   c) any non-compliance with Environmental Law or the existence of Hazardous Substances in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from or onto the Forfeited Corporate Property); and
   d) any order issued by an Authority in connection with the condition of the Forfeited Corporate Property; or

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e) any loss, damage, or injury caused either directly or indirectly as a result of the Condition of the Forfeited Corporate Property.

5. The Purchaser confirms that all representations, warranties and covenants provided by the Purchaser in the Purchase Agreement shall not merge on the completion of the Transaction, but shall survive, remain in full effect and be binding upon the Purchaser.

6. The Purchaser shall be responsible for and hereby agrees to release, indemnify, defend and save harmless, effective on and after the Closing Date, the Vendor from any actions, liabilities from any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgements, awards (including awards of costs) and liabilities (including sums paid in settlement of claims) that may arise as a result of, or connected with the Forfeited Corporate Property, including those matters set out in the foregoing paragraphs whether having occurred before or after Closing.

7. If the Purchaser is a body corporate, the Purchaser represents and warrants to the Vendor that:

a) all corporate action to authorize the execution and delivery of the Purchase Agreement (and all agreements to be delivered by the Purchaser pursuant to the Purchase Agreement to which the Purchaser is a party (collectively, “Associated Agreements”)) has been taken in accordance with the Purchaser’s constating documents or statutes, as the case may be;

b) the Purchase Agreement and all Associated Agreements have been duly and validly executed and delivered by the Purchaser; and

c) the Purchase Agreement and all Associated Agreements constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with the respective terms of the Purchase Agreement and all Associated Agreements

8. Unless otherwise defined herein, all capitalized terms used in this Acknowledgement, Release and Indemnity shall have the meaning ascribed to them in the Purchase Agreement.

9. This Acknowledgement, Release and Indemnity shall not merge on Closing but shall survive the Closing Date and remain a continuing obligation of the Purchaser.

10. This Acknowledgement, Release and Indemnity shall be binding upon the heirs, successors and permitted assigns of the Purchaser and shall enure to the benefit of the Vendor and its respective successors and assigns.

[NTD: sign below if the Purchaser is an individual]

DATED as of the _________ day of <<Month>>, <<Year>>.

________________________
Witness name: 

________________________
Name:

[NTD: sign below if the Purchaser is a corporation]

DATED as of the _________ day of <<Month>>, <<Year>>.
<<PURCHASER(S) NAME>>

Per: 
Name: <<Individual Signing Documents for Corporation>>
Title: <<Title>>

Per: 
Name: <<Individual Signing Documents for Corporation, if there is a second person>>
Title: <<Title>>
I/We have the authority to bind the Corporation.