



# THE PORT OF JOHNSTOWN MANAGEMENT COMMITTEE

## THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Meeting of July 21, 2021, 6:30 pm

Council Chambers, Municipal Office – Spencerville, Ont.

Or by Zoom: Contact the Township Office to Register

(613) 658-3055

### AGENDA

1. Call to Order
2. Approval of Agenda
3. Disclosure of Pecuniary Interest & the General Nature Thereof
4. Delegations and Presentations
  - Aquatorium – Thomas Harder, Mary Jean Mcfall, Sueling Ching
  - Bike Run – Michel Larose – Race Director
5. Minutes of the previous POJ Committee Meeting
  - Meeting June 23, 2021
6. Business Arising from Previous PMC Minutes (if any)
7. Discussion item
8. Action/Information Items
  - a) Operation Manager's Report / Capital Report
  - b) General Manager's Report / Traffic Report
  - c) Health & Safety Report
  - d) Investment quarterly update
  - e) Sale of surplus lands
  - f) Pin #68155-0612 – land and tower ownership
9. Approval of Disbursements – Port accounts
10. Council Inquiries or Notices of Motion
11. Chair's Report
12. Question Period
13. In Camera Session
14. Adjournment

**MINUTES**  
**PORT OF JOHNSTOWN MANAGEMENT COMMITTEE**  
**MUNICIPAL OFFICE – SPENCERVILLE**  
**WEDNESDAY, June 23, 2021**  
**6:30 PM**

Present: Mayor Patrick Sayeau, Chair  
Deputy Mayor Tory Deschamps  
Councillor Hugh Cameron  
Councillor Stephen Dillabough  
Councillor John Hunter  
Mr. Joe Hendriks  
Mr. Frank McAuley

Staff: Robert Dalley, General Manager  
Kevin Saunders, Operations Manager  
Candise Newcombe, Deputy Clerk  
Dave Grant, CAO

1. Call to Order

Mayor Sayeau called the meeting to order at 6:30 p.m.

2. Approval of Agenda

**Moved by:** J. Hunter

**Seconded by:** H. Cameron

That Committee approve the agenda as presented.

Carried

3. Disclosure of Pecuniary Interest & the General Nature Thereof – None

4. Delegations & Presentations – None

5. Minutes of the Previous POJ Committee Meeting

a) Regular Meeting –May 19, 2021

**Moved by:** F. McAuley

**Seconded by:** J. Hunter

That Port Management Committee receives and approves the minutes of Port Management Committee meeting dated May 19, 2021 following a small edit required at the top of page 6.

Carried

6. Business Arising from Previous PMC Minutes – None

7. Discussion Items

a) Aquatarium – Sponsorship/Donation – Mayor’s Letter

Committee inquired on progress from the Mayor’s letter sent to the Aquatarium board members. It was noted there was a follow-up call to the board to ensure the letter was received. Members had many questions in regard to what the proposed plan entailed in this project including the requested donation amount. Committee discussed plausible donation plans for the Township, but agreed more information in regards to the suggested use of the donations would be required.

Members suggested inviting board members to speak at the next Committee meeting, and having a prepared list of questions from Committee to ensure all inquiries are covered.

Committee discussed the possible benefits this endeavor may have to the Port and Township, highlighting that this would ultimately be a contribution to the education of the local children on the inner workings of their local port.

b) Port Lands Purchase – Update

Committee discussed progress on the identification of ownership in regards to a small parcel of land in question adjacent to Port Lands property. It was noted the Port’s lawyer was currently investigating the ownership of the mentioned parcel of land as well as if the CP railway bed running through the property would also belong to the owner of the parcel.

Members commented on the current placement of a tower on the property and inquired about the beneficiary of the rental fees for the tower. It was noted the lawyer was investigating the rights of the tower to be present on the property as well as the disbursement of rental fee payments.

Members discussed intentions of the Township if the parcel of land in question does indeed belong to the Port Lands. Would it be in the best interest of the sale to include or exclude the parcel. It was noted there were former concerns with claims of the land being “land locked”, and offering little access. Members noted this added parcel may provide access and add to the appeal for a potential buyer. Conversely, the Township could benefit from added income of rent from the tower, once ownership is defined.

Committee inquired about the method of sale to be used, noting there was a general discussion on the use of Culligan Realty, and the representation of Mr. Earle, however, not all members were aware that Council had made a final decision and passing a resolution during the last Council meeting May 25, 2021. It was noted Council made the decision to direct Mr. Earle to use the Township’s tender document in the sale of the land. However, there was still a question if the Township wanted full market place exposure or not of the sale of the land.

c) Agricultural Clean Technology Funding

Committee reviewed the report outlining the parameters for a newly offered Federal Funding project referred to as Agricultural Clean Technology Funding announced June 16, 2021. It was noted the program is similar to the National Trade Corridors Funding project the Port participated in previously, further noting the former reports could be updated and re-used in the application for this project. It was noted the program consists of 2 phases; the initial expression of interest which included a summary of basic information of the intended upgrades as well as rough estimates of the total value of proposed improvements, which had already been submitted by Staff, followed by a more comprehensive business plan of the recommended efficiency improvements.

It was noted that the proposed project in this summary included 5 million in estimated upgrades including the replacement of the grain dryer outlined in the Port's Capital Funding Plan with a more efficient one, and the addition of a larger dryer in the annex, including a foundation upgrade. 75% of the proposed project would be funded through the program with a commitment of the remaining costs from the applicant.

Members discussed clean technology options, noting the best practice for upgrades would be to veer away from the burning of fossil fuels. Committee noted the clean energy option of using electricity and discussed the increased production costs that would be associated. Members noted there were other clean energy possibilities such as a heat pump system technology that would be applicable to this project, though the approaching deadline hindered any time for further research into the implementation of this type of system. Committee mentioned the possibility of stating the intention of converting the power source in the future and re-iterated their support of exploring alternative power source options. The possibility of harnessing the St. Lawrence River current for power was noted by members, however, it was noted there was a previous assessment done analyzing the use of the river current, and findings proved it was not strong enough to be able to produce the power required.

Members noted in the case of funding projects, it is always better to ask for more, stating that less is always offered, not the reverse scenario. Members made note and complimented the great work done by Port Staff on the virtual tour.

Committee reached consensus that the Port General Manager be empowered by Committee to confirm the commitment of the board to the remaining balance of the project including any added costs.

#### d) Investments

Mr. McAuley and Port staff reported on the information obtained through their meeting with the One Investment in regards to the Townships increased use of equity investments. It was noted in the municipal context, equity should be funding longer term investments such as cemeteries etc., noting the volatility in the equity market and explaining that the Township could end up needing access to the mentioned funds during a dip in the market negatively effecting the principal amount. One Investment advisers instructed the Township to stay



where they are in terms of investments, as all investments are currently short-term. Members noted the need to assess the future needs of the grain dryer project, and in the interim consider two alternatives presented by Mr. McAuley including a Market Smart GIC or an Interest Rate Linked GIC, both of which protect the principal amount.

It was noted an Interest Rate Linked GIC sees interest rates rise over time in correlation with increasing of rates, where as if rates decrease, the GIC principal is fully redeemable. With a Market Smart GIC you get the protected principal with some equity return, however, it was noted that more research is required into the inner workings of this type of investment.

Committee was advised to remain status quo in terms of the investments, for the time being until details are determined for the grain dryer project and further research is performed into the workings of the proposed RBC GIC options as well as similar options offered by other financial institutions noting the primary goal is protecting the principal while earning the best return possible on the protected principal.

## 8. Action/Information Items

### a) Operation Manager's Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: inventory, extended hours of operation, maintenance, as well as the implementation of an upgraded loading system. It was noted that a small vessel was loaded using the new system installed by FWS and experienced no issues, with Staff noting the increased volume the system will experience in the fall. It was further noted that the installation company will be present over the next couple of loads to ensure smooth operations.

Committee reviewed the capital report and there was a general discussion on the following projects: loading spouts, dock fenders, new conveyor belt installation, and air conditioning system installation performed under budget.

### b) General Manager's Report – Traffic Report

Port staff provided an overview of the monthly report and there was a general discussion on the following topics: monthly revenues versus year-to-date actuals, suspension of salt vessels during July and August to complete the Riverfront paving project, and the completion of interviews for the administrative assistant position. Committee reviewed the traffic report.

### c) Health & Safety Report

**Moved by:** T. Deschamps

**Seconded by:** H. Cameron

That Committee receives and reviewed items 8a) Operation Manager's Report – Capital Report, 8b) General Manager's Report - Traffic Report and 8c) Health & Safety Report.

Carried

d) Lease- Cargill Ltd

Committee reviewed the proposal for a new lease with Cargill Ltd. for storage of 20,000 metric tons of salt, with no option of subsequent renewal. It was noted the previous contractual agreement used had been vetted by the Township's lawyers previously and would be again used in this instance. Staff recommends that Committee approve the new lease with Cargill Ltd for the contracted period of 1-year with no automatic renewal.

**Moved by:** J. Hunter

**Seconded by:** F. McAuley

That the Port Management Committee approves that:

1. A new 1-year lease with Cargill Ltd be entered into; and
2. The Mayor, Clerk and Port General Manager be authorized to execute the attached lease agreement once approved by the Port Management Committee.

Carried

e) Hill and Knowlton- Agricultural Clean Technology Funding

**Moved by:** S. Dillabough

**Seconded by:** H. Cameron

That the Port Management Committee approves that:

1. The Port General Manager enlist the services of Hill and Knowlton with the aid of the Agricultural Clean Technology Funding project; and
2. The Port General Manager be authorized to consult Hills and Knowlton in regards to the application for the program.

Carried

f) Riverfront Paving Contract- Award

Committee reviewed the proposal for the Riverfront Paving Contract and there was a general discussion on the following topics: tendered contractors' quality, use of surplus budget funds, and state of cells at dock edge.

**Moved by:** J. Hunter

**Seconded by:** S. Dillabough

That the Port Management Committee recommends that:

1. The Port Management Committee award the Dock Pavement Rehabilitation Contract #320-001 to Ottawa D Squared Construction Ltd. in the amount of \$276,561.80 excluding HST with a contingency of 15% for potential overages incurred; and
2. That the Port Manager does not exceed the 2021 approved budget amount of \$450,000 (excl. HST); and
3. That the Port Manager and Mayor execute the contract on behalf of the Township.

Carried

9. Approval of Disbursements – Port Accounts

**Moved by:** F. McAuley

**Seconded by:** J. Hunter

That Committee approves payment of Port invoices as circulated.

Carried

10. Councillor Inquiries/Notices of Motion – None

11. Chair's Report

Mayor Sayeau noted the presence of MPP Clark and MP Barrett being expected at the new Waterfront trail in Cardinal on Thursday June 24, 2021 at 10:30 a.m. in recognition of the Township's successful application under the Investing in Canada Infrastructure Program, and was awarded \$100,000.00 for infrastructural needs.

12. Question Period – None

13. In Camera Session - None

14. Adjournment

**Moved by:** H. Cameron

**Seconded by:** F. McAuley

That the Committee meeting adjourns at 8:05 p.m.

Carried

These minutes were approved by Port Management Committee this 21 day of July, 2021.

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Chair

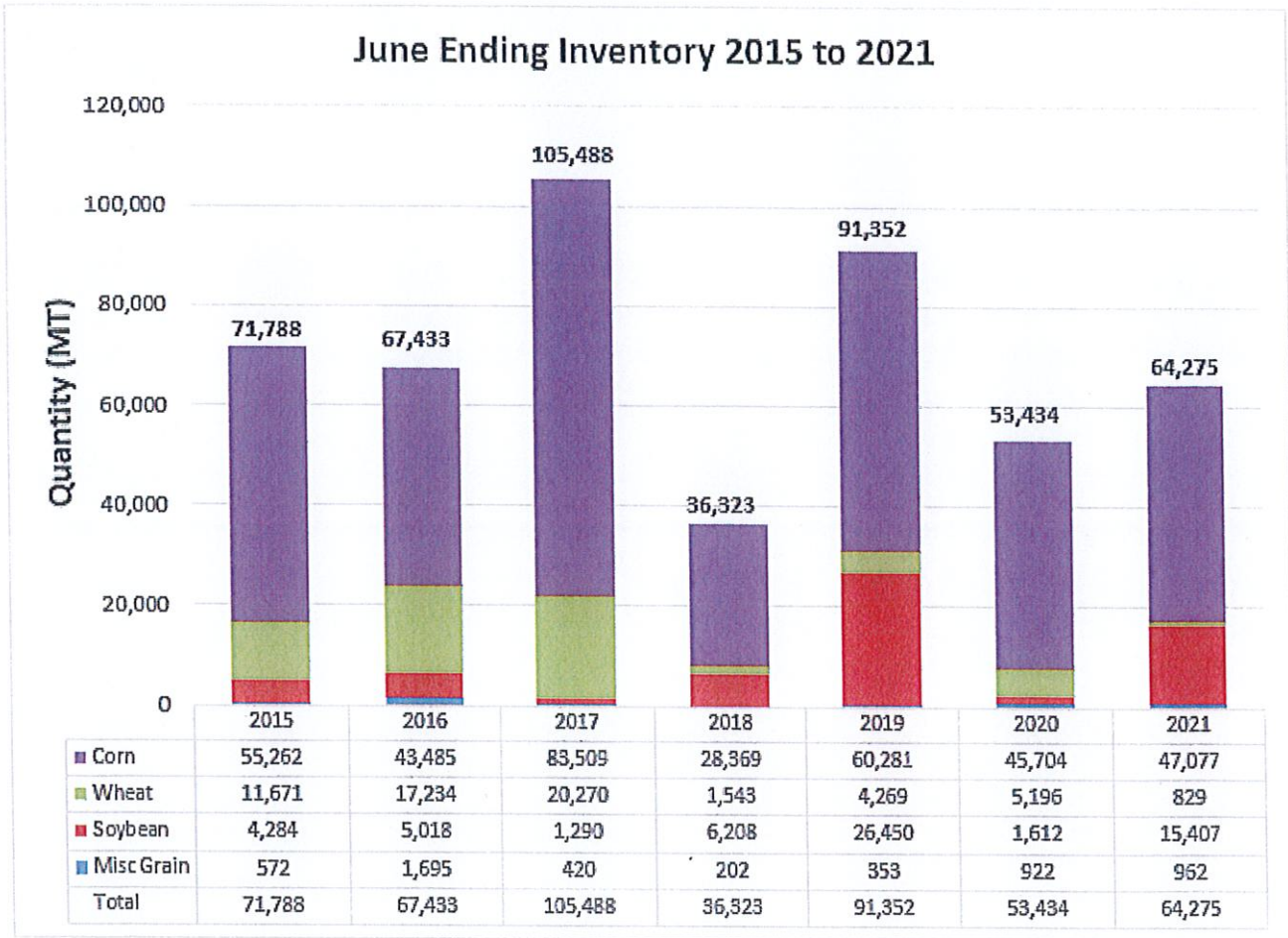
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Deputy Clerk

# OPERATIONS REPORT

June 2021

Overall grain inventory for the month of June ended at 64,275 MT. This places the inventory level 17,132 MT lower than the previous month and on par for this time of year.



## Summary of traffic for June:

- Received a total of 48 MT of grain in June via truck.
- Shipped a total of 17,180 MT of grain in the month
  - 8,568 MT by vessel
  - 8,293 MT by truck
  - 319 MT to the mill

The inbound volume will begin to pick-up in July as the wheat harvest is just starting.

The Port was open on Saturday June 5<sup>th</sup> to ship corn to a local processor and on Sunday, June 13<sup>th</sup> to another processor.

The MV Acadia Desgagnes was loaded with 8,568 MT of corn on June 4<sup>th</sup>. This was the first vessel loaded using the new spouts.

The new fenders for the loading berth (part of the loading spout project) have been installed by Kehoe Marine (sub-contractor for FWS).



Kehoe Marine are now in the process of installing the wood timbers along the north elevator dock that is used for ship unloading.

The Acadia Desgagnes is expected to make a return trip to the Port on July 24<sup>th</sup> to take on another load of corn.

Work in the maintenance area during the month included the following:

- Conducted monthly Premise Inspection as per GMP requirements.
- Monthly servicing of air compressor.
- Annual maintenance of GSI grain dryer was completed.
- Continue sealing air leaks in dust system duct work.
- Replace #3 marine bucket elevator belt. This involved removing 800 buckets from the existing belt, installing the new 430' belt and reinstalling the 800 buckets.
- Annual lubrication of rotating equipment was completed.
- Several items from the Work Order Log.
- Weekly and monthly dust system inspections and maintenance.

Work in the electrical area included the following:

- Troubleshoot ground fault trouble in bin floor fire alarm loop. Conduit and wiring had failed. Replaced conduit and wiring. This particular conduit was in the concrete slab and was not replaced when the fire alarm system was changed in 2018.
- Complete replacement of rail shipping PLC's and assist LV Controls with commissioning.
- Continue with upgrades to bin temperature monitoring system.
- Replace PLC's for binfloor trippers and assist in commissioning as part of LV Controls system upgrades.
- Replace coil of #7 scale gate solenoid which had failed.

#### Update to June 18, 2021

##### Electrical Savings (Moving to Class A Program)

Period Covered	GA Class A	GA Class B	Savings
YTD 2020	\$ 82,916	\$ 295,088	\$ 212,172
YTD 2021	\$ 28,661	\$ 69,094	\$ 40,433
<b>Total</b>			<b>\$ 252,605</b>

As of July 2020 our new Peak Demand Factor is 0.00000651.

Month	Provincial G.A. \$	Port G.A.	Consumption KWH	Demand KW
May-21	947,837,104	6,170	132,534	847.60

## 2021 CAPITAL BUDGET

July 21, 2021 Port Meeting

	Capital Spending	2021 Budget Amount	Actual	Status	Est. Completion
1	Paving Projects	\$ 450,000	\$ 18,975.00	Recommend Award	2nd Qtr
2	Rail Repair	\$ 50,000			3rd Qtr
3	New Grain Building	\$ 50,000			3rd Qtr
4	Loading Spouts	\$ 6,890,301	\$ 5,268,806.87	in progress	2nd Qtr
5	New Conveyor belt for basement	\$ 75,000		belt on order	3rd Qtr
6	Dust system	\$ 60,000	\$ 756.86		4th Qtr
7	New Natural Gas generator	\$ 300,000		getting quotes	3rd Qtr
8	Security cameras/fencing	\$ 45,000			3rd Qtr
9	New tooling for cleaning the tops of bins	\$ 7,500			3rd Qtr
10	New motors/dividers for two grain samplers - QC	\$ 40,000	\$ 32,212.00	Complete	2nd Qtr
11	Connect #5 scale to bin 601	\$ 25,000		getting quotes	3rd Qtr
12	New protein analyzer for grain grading	\$ 49,500		unit has been received	2nd Qtr
13	Additional hardware for temperature monitoring system	\$ 45,000	\$ 32,307.78	in progress	2nd Qtr
14	Air conditioning unit for general foreman/scale room	\$ 16,000	\$ 7,895.00	Complete	2nd Qtr
15	Lifter belt for marine lofers (#3 lifter)	\$ 30,000	\$ 24,446.73	Complete	2nd Qtr
16	Dock Fenders	\$ 300,000	\$ 27,940.52	Action item approved	2nd Qtr
17	Repairs to concrete floor at #6 Receiving Pit	\$ 50,000			3rd Qtr
<b>Total Capital Budget 2021</b>		<b>\$ 8,483,301</b>	<b>\$ 5,413,340.76</b>		



# General Managers Report – July 21, 2021

## Finances– Month Ending: June 30, 2021

**Summary:** The port finished the month with revenues of 335k which is under budget by 65k, however, this was offset by expenses being reduced by the same amount. This resulted in our coming in with a deficit of \$15,000 which is equal to what was budgeted. Grain storage remains at a higher level than 2020 although truck receiving was down compared to 2020. Harbour services remains steady with continued salt movement along with a barge of calcium chloride arriving and loading out of the first grain vessel of the season.

The port has successfully completed the 2<sup>nd</sup> quarter with a surplus of 169K, which exceeds budget by 209K as we start to roll into the wheat harvest.

The port has transferred \$396,630 (\$390,630+ \$6,000) to the township as of the end of June towards their 2021 payment of \$793,261 (\$781,261k + 12k)

## Actuals/Budget/Previous Year

Month Ending: June 30, 2021			
	June 2021 Actual	June 2021 Budget	June 2020 Actual
Revenue	\$ 335,359	\$ 400,000	\$ 519,178
Expenses	\$ 350,590	\$ 415,000	\$ 381,165
Surplus/Deficit	\$ (15,231)	\$ (15,000)	\$ 138,013
Year to Date – June 30, 2021			
	YTD 2021 Actual	YTD 2021 Budget	YTD 2020 Actual
Revenue	\$ 2,124,138	\$ 2,160,000	\$ 2,258,868
Expenses	\$ 1,955,067	\$ 2,200,000	\$ 2,024,465
Surplus	\$ 169,071	\$ (40,000)	\$ 234,403

## Receivables

The port's receivables are in good shape with outstanding invoices 30 days and under.

Cash on Hand: \$4,801,842

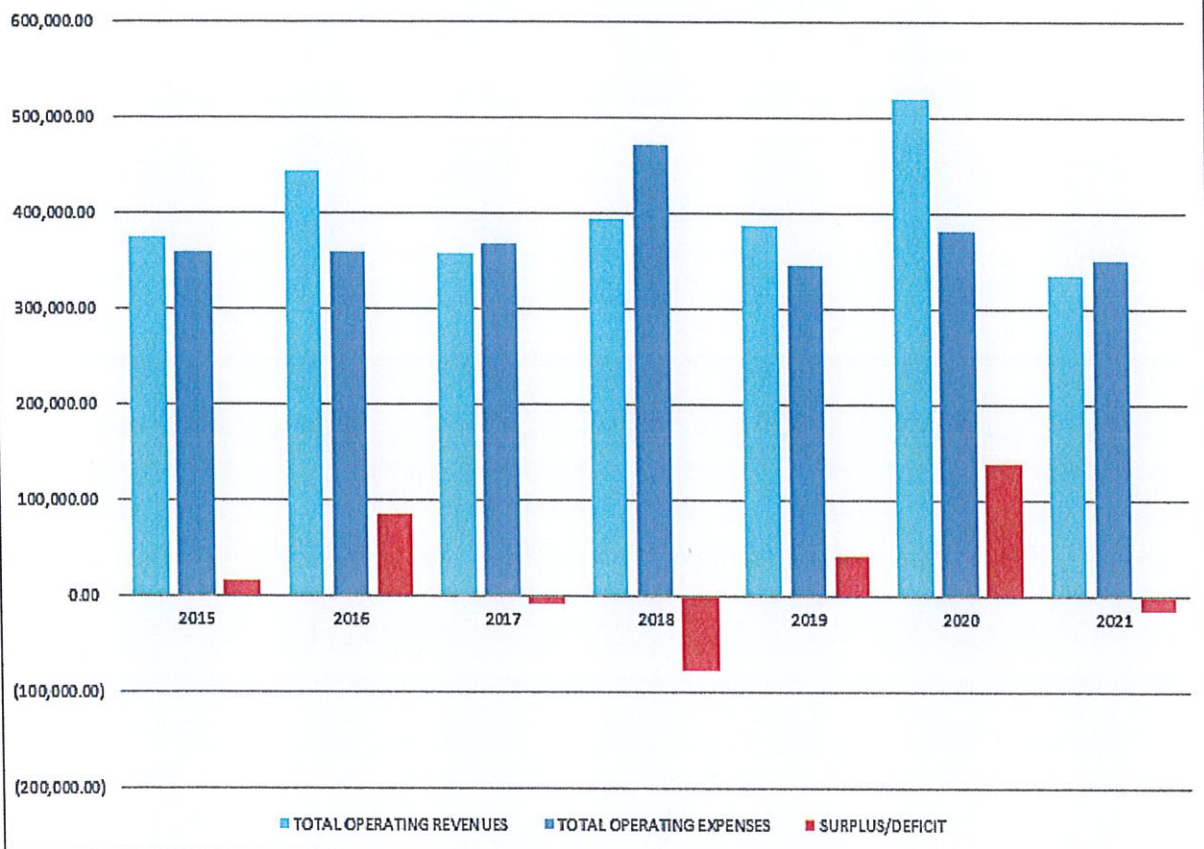
Accounts Receivable: \$745,495

Accounts Payable: \$551,585

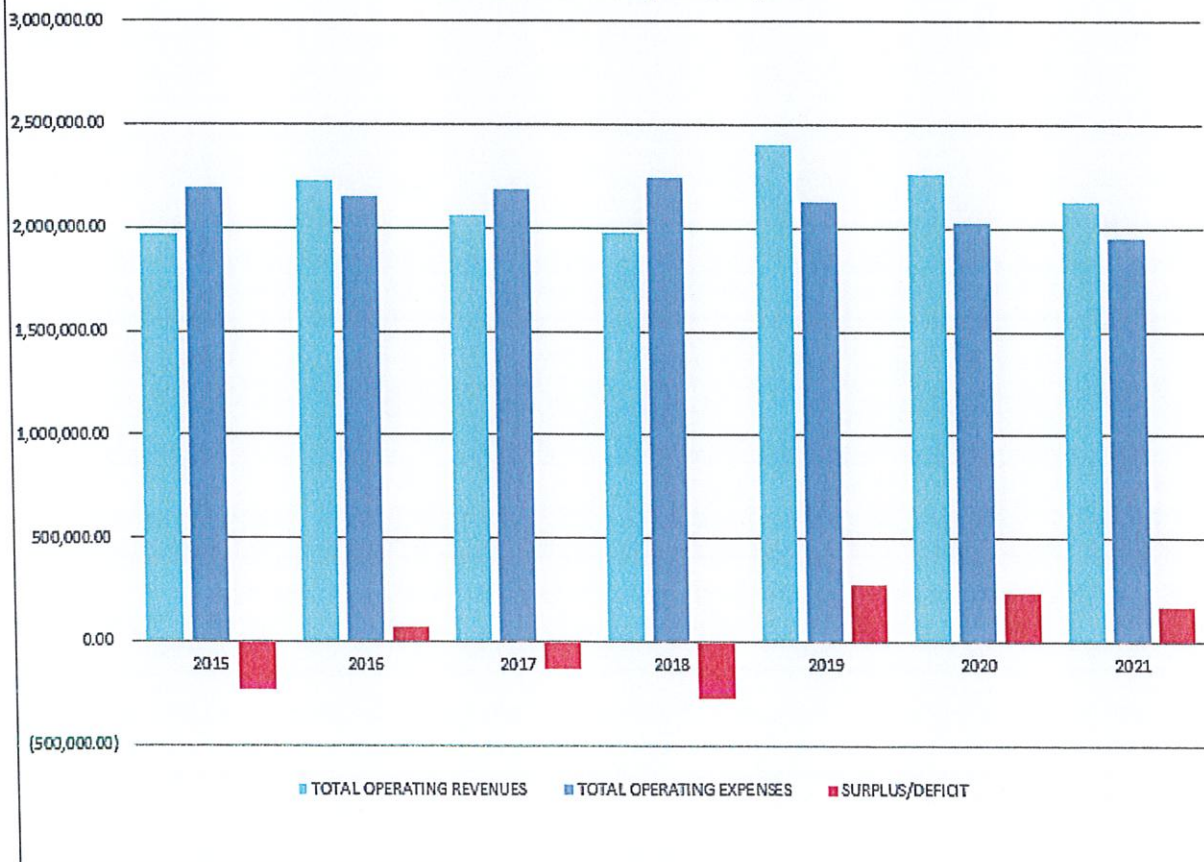
## Business Report

- Paving project was completed on July 16<sup>th</sup> which is 4 weeks ahead of timeline requested in the original RFP. Overall, satisfied with the results of the project. We will have final calculations and financial results available for our next meeting.
- Preparation of Final Report for NTCF project which is due by September 1, 2021.
- Preparing detailed application for Agricultural Clean Energy program. There is a 2 million contribution limit. We are looking at requesting a single large dryer at the Annex along with wet bins. Early estimates have this project at 4 to 4.5 million dollars.
- We are happy to announce that Helen Minkhorst has accepted the position of Administration Assistant with an official start date of July 26, 2021.
- Port GM and committee member Frank McAuley held a virtual meeting with RBC representatives **Ellen Rivers-Cotter** | Relationship Manager - Public Sector **Shawna Perkins, BA** | Business Deposit Specialist | Ontario North, and East **Andras Birkus** RBC Dominion Securities Investment Advisor. Introductions and discussions on investments.
- Expecting BBC Rio Grande delivering 3800 mt of steel rail for Ottawa light rail project – July 23.
- Provided pricing for 7,000 mt of steel beams coming from Turkey.
- Port GM and Mayor met with representatives regarding potential wood pellet project.

June Monthly Revenue/Expenses/Surplus

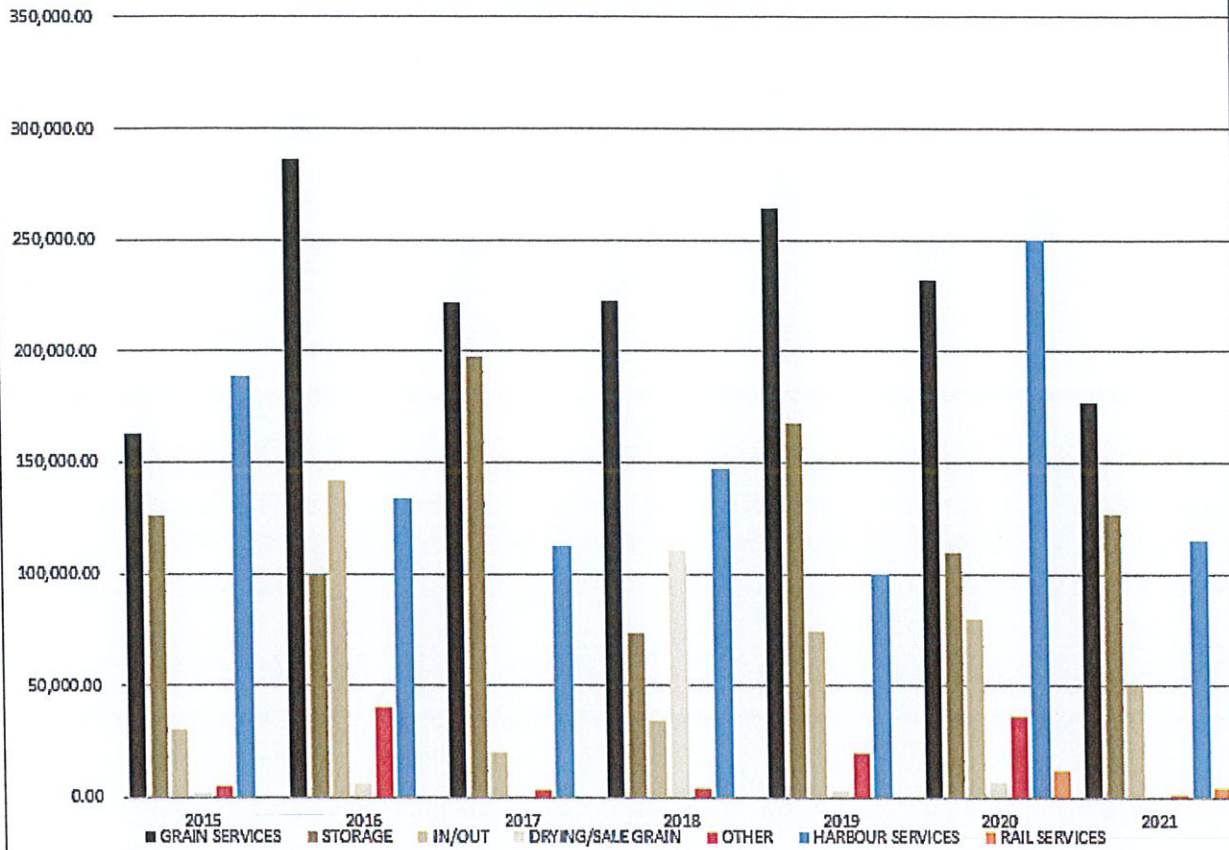


June YTD Revenue/Expense/Surplus

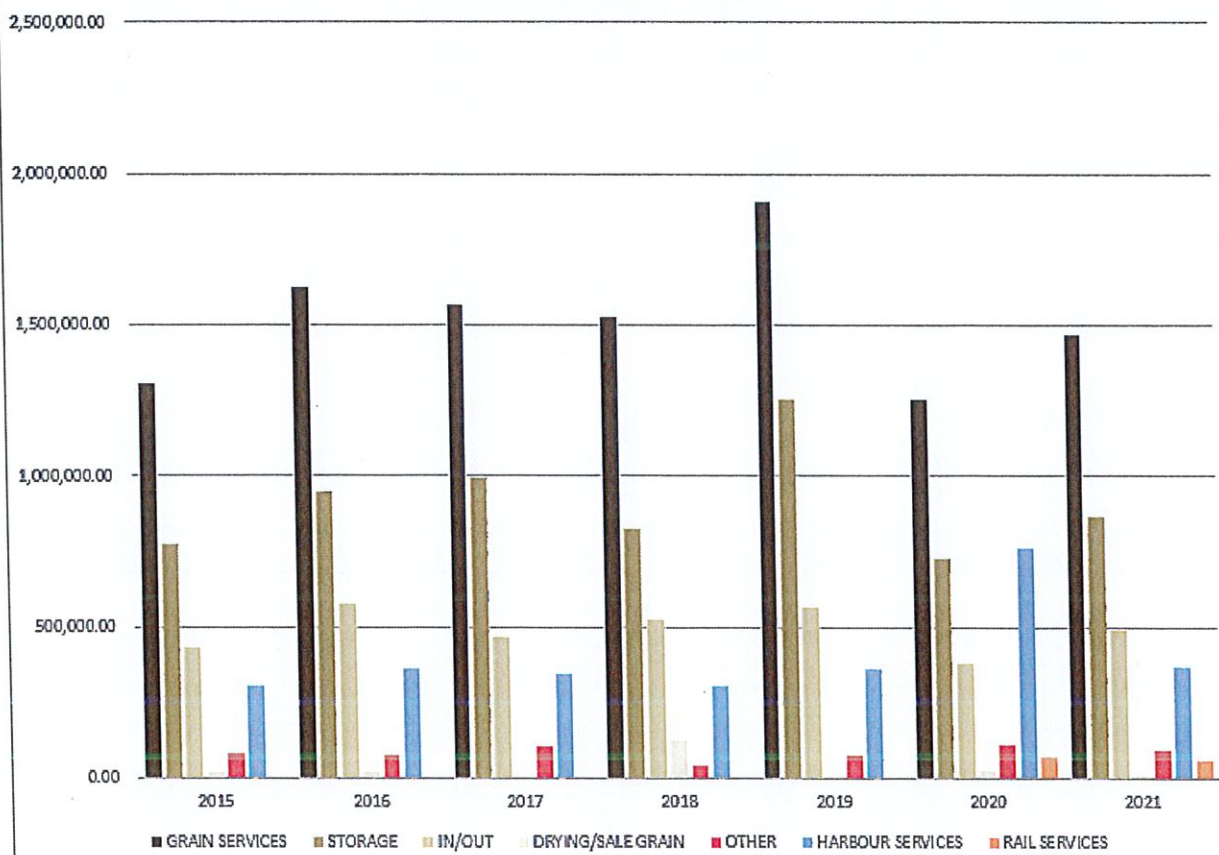




### June Monthly Revenues

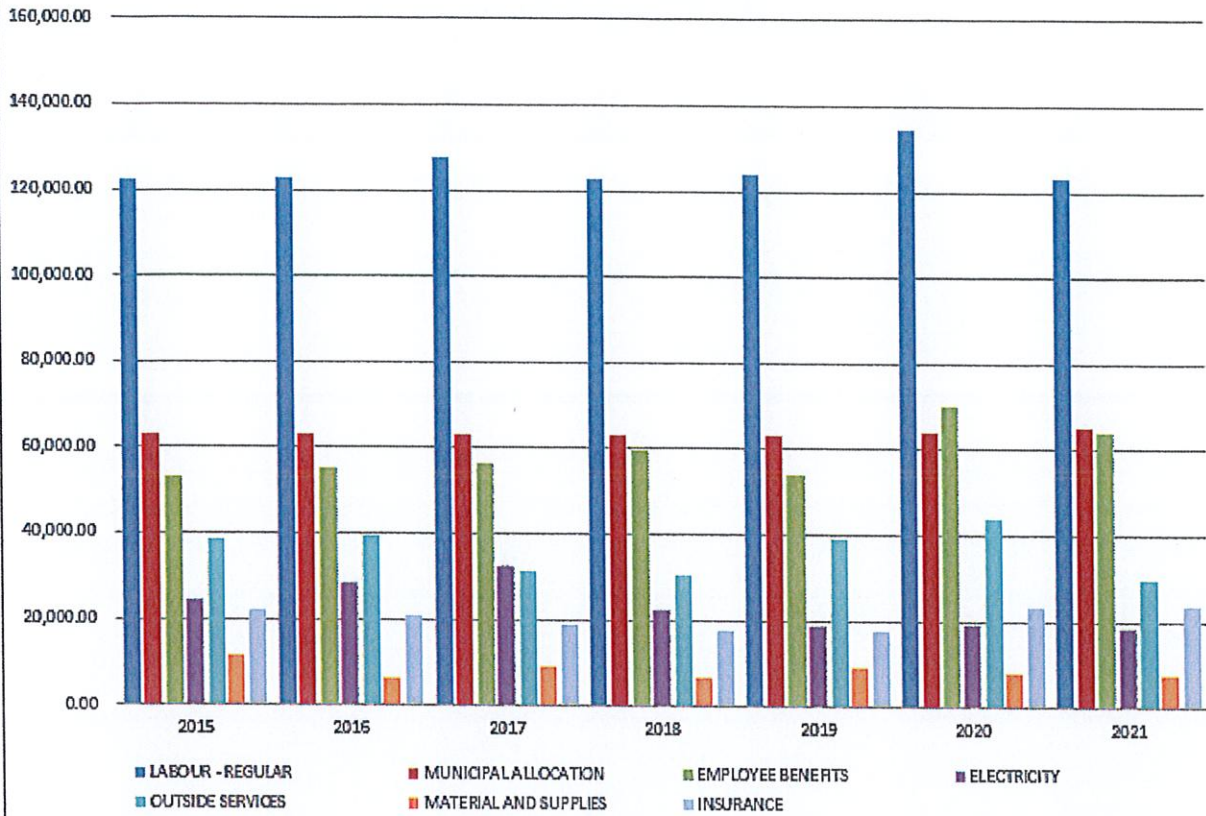


### June YTD Revenues

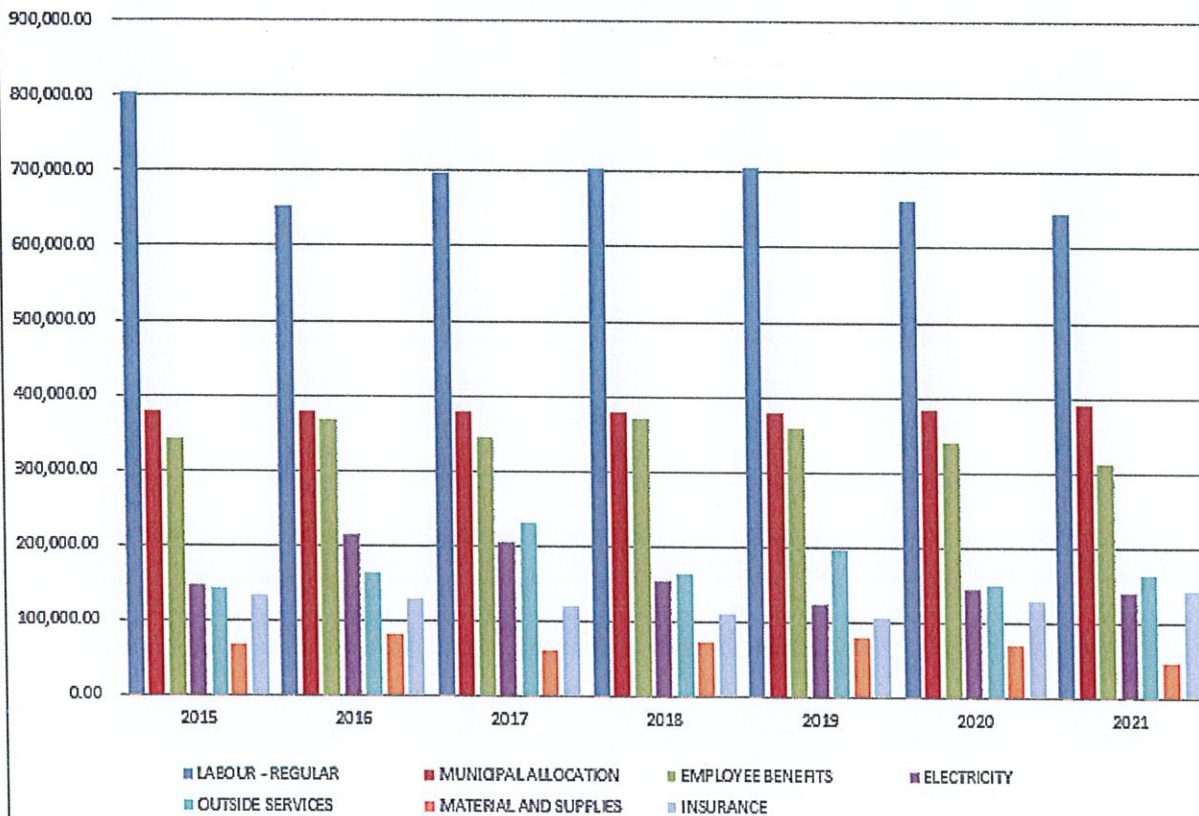




### June Monthly Expenses



### June YTD Expenses



# PORT OF JOHNSTOWN - YEAR TO DATE REPORT

Month Ending: June 30, 2021

## GRAIN TERMINAL REPORT

ELEVATOR TRAFFIC	INWARD	OUTWARD	TOTAL	PREVIOUS YEAR
SHIP	24,963	8,568	33,532	8,645
RAIL	-	-	-	2,239
TRUCK	33,527	57,372	90,899	83,079
MILL	-	1,249	1,249	242
TOTAL	58,491	67,189	125,680	94,205

TOTAL INVENTORY AT ELEVATOR (TONNES)	64,275	53,434
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## HARBOUR TERMINAL REPORT

WHARF TRAFFIC	INWARD	OUTWARD	TOTAL	PREVIOUS YEAR
GRAIN			-	
OVERSEAS				
DOMESTIC	24,926	8,568	33,494	8,645
SALT			-	
RAIL				
SHIP	159,562		159,562	238,267
AGGREGATE/WHITE STONE		36,356	36,356	27,748
LIQUID BULK	13,500	-	13,500	6,560
PROJECT CARGO	22	-	22	
BREAKBULK	2,005		2,005	
TOTAL	200,016	44,924	244,940	281,219.92

## SHIPS AT BERTH

	MISC	UNLOADING	LOADING	TOTAL	PREVIOUS YEAR
FOREIGN		4		4	1
DOMESTIC	1	9	3	13	13
TOTAL	1	13	3	17	14

## LABOUR REPORT

CATEGORY	CURRENT YEAR		PREVIOUS YEAR	
	MONTH	YEAR	MONTH	YEAR
LABOUR HOURS ( OPER.)	2,703	13,291	3,000	13,149

## QUALITY REPORT

		1	2	3	4	5	6	7
CGC RATING	CURRENT YR	FEB - AAA	APR-AAA	JUNE-AA				
	PREVIOUS YEAR	FEB - AA	MAY - AA	JULY - A	SEPT-AA	OCT-B	NOV-AAA	DEC-A

## RECORDABLE INCIDENTS/INJURIES

	LOST WORK	RESTRICTED WORK	MEDICAL TREATMENT	TOTAL RECORDABLES	FIRST AID	NEAR MISS	LEARNING EVENT
2021	0	0	0	0	0	0	0
2020	1	0	3	3	1	1	3
2019	1	1	0	2	2	1	3
2018	1	0	1	2	1	1	2
2017	1	3	0	4	2	1	6
2016	0	1	1	2	2	7	10

July 16, 2021

Memo to: Mr. Robert Dalley, General Manager  
From: Mr. John McGeough, P.Eng.

Re: Port of Johnstown Health, Safety, & Environmental Activity Report

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The following health, safety, and environmental activities were conducted by Prevention and Regulatory Solutions Ltd. during 1.5 days of support from June 14 until July 16, 2021.

- Consulted with the safety committee on proposed hazard prevention program (HPP) changes for 2021, and draft procedures for confined space entry (CSE), emergency violence notification, and incident reporting / investigating. Requested input from the safety committee regarding the need for changes to two classes of CSE assessments that were due for updating on the mandatory 3-year review cycle.
- Finalized and issued updated procedures for confined space entry, emergency violence notification, and incident reporting / investigating.
- Updated CSE Class A and B assessment reports and permit forms, and issued draft documents to the safety committee and management for review.

Investment Company	Account #	Initial Investment Date	Maturity Date	Interest Rate	Original Investment	Previous Balance as of Dec 31, 2020	Current Balance as of June 30, 2021
The One Investment Program	570000484-80	Mar, 01, 2016			\$2,125,453.00	\$2,633,429.82	\$2,728,787.40
Royal Bank Trust Account	100-120-5			0.70%	\$1,007,276.13	\$1,237,727.83	\$1,242,054.22
<b>Total Investments</b>					<b>\$3,132,729.13</b>	<b>\$3,871,157.65</b>	<b>\$3,970,841.62</b>

\* Note- Tangerine Investment- contains CGC security Funds re-invested in with Scotiabank

\* Scotia Bank 30 day GIC - 5239869 @ \$2,092,006.30 moved to Operating account on June 7

**Township of Edwardsburgh Cardinal  
Action Item**

**Committee:** Port Management

**Date:** July 21, 2021

**Division:** Port of Johnstown

**Topic:** Sale of Lands

**Purpose:** To recommend selling 8.295 hectares (20.5 acres) of port lands described at PT LT 36 CON 1 Edwardsburgh PT 1, 15R9899.

**Background:** The Port of Johnstown, a Division of the Township of Edwardsburgh Cardinal, has determined that they have surplus land available to sell. Several meetings have been held previously and port staff were directed by the committee to engage our solicitor to determine legal ownership and prepare an Agreement of Purchase and Sale document. During the title search, our lawyer has determined that there is a sliver of land know as pin 0612 that also belongs to the port. During a site visit it was observed that a communications tower was built on what appears to be this sliver of land. This land will be handled separately and will not be included in this sale agreement.

**Scope of work:** Meet with real estate agent and proceed to tender the property and proceed to sale.

**Policy Implications:** Selling of property requires approval of the Port Management Committee and council.

**Financial Considerations:** Lands were recently appraised by Lea MacEachern at \$82,000.

**Recommendations:**

- 1) That the Port Management Committee recommends that council directs the Port General Manager and Mayor to proceed with the process of selling surplus property identified as: PT LT 36 CON 1 EDWARDSBURGH PT 1, 15R9899; EDWARDSBURGH/CARDINAL and to return to the committee/council with a recommendation regarding sale.

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Robert Dalley  
General Manager



**Agreement of Purchase and Sale  
Commercial****Form 500**

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this ..... day of ....., 20**21****BUYER:** ....., agrees to purchase from  
(Full legal names of all Buyers)**SELLER:** **THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**, the following  
(Full legal names of all Sellers)**REAL PROPERTY:**

Address .....

fronting on the ..... side of .....

in the .....

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as **PT LT 36 CON 1 EDWARDSBURGH PT 1, 15R9899; EDWARDSBURGH/CARDINAL****BEING ALL OF PIN 68155-0621** ..... (the "property")  
(Legal description of land including easements not described elsewhere)**PURCHASE PRICE:** ..... Dollars (CDN\$) .....

..... Dollars

**DEPOSIT:** Buyer submits **UPON ACCEPTANCE** .....  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$) .....

**SELLER'S SOLICITOR IN TRUST**  
by negotiable cheque payable to..... "Deposit Holder"  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.****SCHEDULE(S) A** ..... attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by **BUYER** ..... until ..... on  
(Seller/Buyer) (a.m./p.m.)  
the ..... day of ....., 20**21**, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of .....  
....., 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):****INITIALS OF SELLER(S):**

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**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: N/A  
(For delivery of Documents to Seller)

FAX No.: N/A  
(For delivery of Documents to Buyer)

Email Address: N/A  
(For delivery of Documents to Seller)

Email Address: N/A  
(For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:** .....  
**NONE.**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:** .....  
**NONE.**

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:  
**NONE.**

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):





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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (..... **VACANT LAND** .....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer 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 Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

\_\_\_\_\_

INITIALS OF SELLERS(S):

\_\_\_\_\_



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.  
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....  
(Witness) ..... {Buyer/Authorized Signing Officer} ..... (Seal) ..... (Date) .....

.....  
(Witness) ..... {Buyer/Authorized Signing Officer} ..... (Seal) ..... (Date) .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....  
(Witness) ..... {Seller/Authorized Signing Officer} ..... (Seal) ..... (Date) .....

.....  
(Witness) ..... {Seller/Authorized Signing Officer} ..... (Seal) ..... (Date) .....

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....  
(Witness) ..... {Spouse} ..... (Seal) ..... (Date) .....

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... this ..... day of ....., 20.....  
(a.m./p.m.)

.....  
(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage ..... (Tel.No.) .....

.....  
(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage ..... (Tel.No.) .....

.....  
(Salesperson/Broker/Broker of Record Name)

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....  
(Seller) ..... (Date) .....

.....  
(Seller) ..... (Date) .....

Address for Service .....

.....  
(Tel. No.)

Seller's Lawyer .....

Address .....

Email .....

.....  
(Tel. No.) ..... (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....  
(Buyer) ..... (Date) .....

.....  
(Buyer) ..... (Date) .....

Address for Service .....

.....  
(Tel. No.)

Buyer's Lawyer .....

Address .....

Email .....

.....  
(Tel. No.) ..... (Fax. No.)

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

.....  
(Authorized to bind the Listing Brokerage)

.....  
(Authorized to bind the Co-operating Brokerage)



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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** **THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**

for the purchase and sale of .....

..... dated the ..... day of ....., 20<sup>21</sup>

Buyer agrees to pay the balance as follows:

1. The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
2. The subject property is being purchased and assumed by the Buyer on an "as is, where is" basis as of the date of this Agreement and without any express or implied agreement or representation and warranty of any kind whatsoever or any liability or obligation of the Seller as to the physical or financial condition, suitability for development, fitness for a particular purpose, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, existence of latent defects, size of subject property, access to the subject property, quality, or any other aspect or characteristic thereof.
3. The Seller makes no agreements or representations and warranties concerning any statements made or other information delivered or made available to the Buyer (whether by the Seller or any other agents, or representatives or advisors of the Seller or any of its affiliates) with respect to the subject property.
4. The Seller will have no obligations or responsibility to the Buyer after closing with respect to any matter relating to the subject property or the condition thereof.
5. The provisions of Sections 2 - 4 of this Schedule A will survive closing of the subject transaction.

This form must be initiated by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**

\_\_\_\_\_

**INITIALS OF SELLER(S):**

\_\_\_\_\_



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**Township of Edwardsburgh Cardinal  
Action Item**

**Committee:** Port Management

**Date:** July 21, 2021

**Division:** Port of Johnstown

**Topic:** Communications Tower

**Purpose:** To investigate the ownership of a communications tower on pin 68155-0612

**Background:** During a recent title search, our lawyer has determined that there is a sliver of land know as pin 68155-0612 that belongs to the port and that this land was originally granted to the Township of Edwardsburgh in July of 2000. (attached). The Port/ Township do not know who owns the tower and whether the tower is on port/township property described as pin #68155-0612.

The following is from our Solicitor Steven Sheppard from SKS legal team.

**STRIP OF LAND**

The “strip of land parcel” is legally described as PIN 68155-0612.

I attach hereto the following:

- 1) PIN 68155-0612 confirming that ownership of “strip of land parcel” noting “PUBLIC AUTHORITY WITH JURISDICTION” as registered owner. Based on item 3 below, we confirm that the true owner of the “strip of land parcel” is “The Corporation of the Township of Edwardsburgh/Cardinal”.
- 2) PIN Map noting the “strip of land parcel” in yellow highlight to direct your committee to its location so they may orient themselves in your discussion with them. You may consider raising a survey’s location for the tower to confirm its legal location with the “strip of land parcel”.
- 3) The public lands grant document wherein the “strip of land parcel” was acquired. See the yellow highlight in said document. I am including this as the backup for item 1 above should you be asked for same by the committee.
- 4) I would recommend as I’ve done with other municipal clients to update the title ownership via title registration to update registered owner field to “The Corporation of the Township of Edwardsburgh/Cardinal”.
- 5) I would also recommend a title registration to delete the expired Option to Purchase from the “strip of parcel” land, similar to what we accomplished for the main parcel being sold.



## TOWER

I have conducted an abutting land search for lands abutting the “strip of land parcel” and there are no registered references to any notice of lease (tower or otherwise). There are also no such registrations on the “strip of land parcel”. As for advice on next steps, I would suggest that a land surveyor be retained to locate the tower on a plan of survey to confirm with certainty that the tower in question is located entirely/partially on the “strip of land parcel”. Concurrently with

that determination if the committee should choose, I would recommend that a notice letter be sent to all abutting land owners with the following content: a) the Township if the owner of the “strip of land parcel” (providing full legal description, etc...); b) a tower has been identified on the attached survey as being located on the “strip”; and c) seeking confirmation on whether the abutting owners have any interest in the subject tower. As ownership of the “strip of land parcel” was obtained in 2000, it would be prudent to search Township records to confirm that no lease or license was ever granted for this tower.

For your information and for the benefit of the committee, the abutting owners to the “strip of land parcel” include:

1. Dorothy Daigle – 23 Shanly Street.
2. Township – Scott Street, Shanly Street, Hooker Street.
3. Tamara Rayvals – 3720 Road 2.
4. Norman Martin – 12 Hooker Street.
5. Murray Dale Froats and Tracy Diane Cirtwell – 10 Hooker Street.
6. William Dickson, Tanner Murdock, Taylor Murdock, and Janet Lee Dickson - 18 Reilly Street.
7. Bytown and Prescott Railway Company – vacant lands at end of Strip.
8. Prescott Golf Club Inc.

**Steven Sheppard**  
Partner



SHELLY | KATZ | SHEPPARD  
LAWYERS AND NOTARIES

**Scope of work:** Determine the exact location of the tower on the property by way of a land survey. Ensure the land is properly named on title registration as it is currently registered as Public Authority having Jurisdiction. Advise neighboring abutments of the land and its ownership and any interest in the tower located on this land.

**Policy Implications:** N/A

**Financial Considerations:** There will be a surveying fee as well as legal fees for cleaning up titles on registration and sending out notices etc. This is within the port's current 2021 budget.

## Recommendations:

That the Port Management Committee direct the General Manager to:

- 1) Retain a land surveyor to locate the tower on a plan of survey to confirm with certainty that the tower in question is located entirely/partially on the "strip of land parcel".
- 2) Engage our solicitor to proceed with a notice letter to be sent to all abutting land owners with the following content:
  - a) the Township is the owner of the "strip of land parcel" (providing full legal description, etc...);
  - b) a tower has been identified on the attached survey as being located on the "strip"; and
  - c) seeking confirmation on whether the abutting owners have any interest in the subject tower.
  - d) Update the current land title registration know as Pin 68155 -0612 and delete option to purchase.
- 3) that we proceed to determine the ownership of the tower.

---

Robert Dalley  
General Manager



0158938

CERTIFICATE OF REGISTRATION  
GRENVILLE (15) PRESCOTT

'00 OCT 11 PM 1 22

  
LAND REGISTRAR

G R A N T

by

HER MAJESTY THE QUEEN

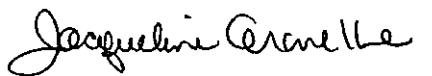
to

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH

Lands in the Township of Edwardsburgh, County of  
Grenville, Province of Ontario.

DATED ..... 13<sup>th</sup> July, 2000

RECORDED ..... 13<sup>th</sup> July, 2000

  
DEPUTY REGISTRAR GENERAL OF CANADA



A handwritten signature in dark ink, likely belonging to the Deputy of the Governor General.

DEPUTY OF THE GOVERNOR GENERAL

# Canada

ELIZABETH THE SECOND, by the Grace of God  
of the United Kingdom, Canada and Her other Realms  
and Territories QUEEN, Head of the Commonwealth,  
Defender of the Faith.

A handwritten signature in dark ink, likely belonging to Colleen A. Bousley.

FOR DEPUTY ATTORNEY GENERAL

TO ALL TO WHOM these Presents shall come,

GREETING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada.

AND WHEREAS Canada Ports Corporation is the port corporation established pursuant to the Canada Ports Corporation Act and has, pursuant to that Act, the administration of the said lands.

AND WHEREAS The Corporation of the Township of Edwardsburgh, hereinafter called the grantee, is a municipal corporation in the Province of Ontario and is the person designated by the Canada Ports Corporation to be the grantee of the said lands.

AND WHEREAS Our Governor General in Council has been pleased to authorize the grant of the said lands to the Canada Ports Corporation or any person designated by the Corporation.

NOW KNOW YE that We do by these Presents grant, convey and assure unto the grantee, its successors and assigns, ALL AND SINGULAR:-

FIRSTLY

Part of Lots 31, 32, 33, 34 and 35 and part of the Road Allowance between Lots 30 and 31, Concession 1 and part of Crown Reserve south of Water Street lying in front of Lots 20, 21 and 22 and Ernest Street and Park Lots 1, 2, 3 and 4, First Range, west of town, Town Plot of Johnstown, Registered Plan No. 6 and part of the bed of the St. Lawrence River lying in front of County of Grenville, Township of Edwardsburgh, County of Grenville being those parcels of land expropriated by Plan of Expropriation Number 51 and Plan of Expropriation Number X-13448;

Save and Except:

That part of the east half of the said Lot 31 abandoned by the Crown by Instrument Number 12902;

That part of the said Lot 31 transferred by Instrument Number 68060;

That part of the parcel of land lying between the right-of-way of Provincial Highway Number Two (now County Road Number 2) and the St. Lawrence River in front of the Townsite of Johnstown, and part of the parcel of land covered with water situate, lying and being in the bed of the St. Lawrence River in front of the Townsite of Johnstown and having a total area of 0.53 of an acre, more or less, and more particularly described as being Parts 3 and 4 as enumerated and outlined on the Department of Highways plan of survey P-1668-22 and which plan is registered as Plan Number 157;

That part of Lot 31 transferred by P.C. Order-In-Council 1963-743, such Order-In-Council being registered with Plan 153 and shown thereon as the portion coloured red; and

Those parts of Lots 33 and 34 situate in the Windmill Point area and transferred by P.C. Order-In-Council 1968-331 registered on the 9th day of March, 2000 as Instrument Number 0156238 (save and except that with respect to the said parts which are bounded on the southeastward by Highwater Mark of the St. Lawrence River, no riparian rights shall exist in the said parts in respect of the foreshore and the waterlots or either of them situate below such Highwater Mark);

All of the foregoing being designated as Parts 1 and 2 on Plan 15R-9897 and Parts 1 and 2 on Plan 15R-9669 save and except Parts 3 and 4 on Plan 157;

All of the said Plans being filed in the Registry Office for the Registry Division of Grenville (No. 15);

Together with an easement over part of the said Lots 34 and 35 designated as Parts 2, 11 and 12 on Plan 15R-9747 and more particularly described in Instrument Number 0151011; and

Together with all ways, privileges, easements, appurtenances, and any other rights belonging or in any way appertaining to such land.

SECONDLY

Part of Lot 36, Concession 1, Township of Edwardsburgh, County of Grenville and parts of Railway Avenue and Scott Street as shown on Plan 13, Village of New Wexford, being those parcels of land expropriated by Plan of Expropriation Number 53, Plan of Expropriation Number 59 and Plan of Expropriation Number 60;

Save and Except Part 2 on Plan 15R-9899;

All of the foregoing being designated as Parts 1 and 3 on Plan 15R-9899;

All of the said Plans being filed in the Registry Office for the Registry Division of Grenville (No. 15);

Together with all ways, privileges, easements, appurtenances, and any other rights belonging or in any way appertaining to such land.

TO HAVE AND TO HOLD the said lands unto the  
grantee, its successors and assigns, forever.

GIVEN under the Great Seal of Canada.


WITNESS:

ANTHONY P. SMYTH, Deputy of Our Right Trusty and  
Well-beloved Adrienne Clarkson, Chancellor and  
Principal Companion of Our Order of Canada,  
Chancellor and Commander of Our Order of  
Military Merit, Governor General and Commander-  
in-Chief of Canada.

AT OTTAWA, this thirteenth day of July in the  
year of Our Lord two thousand and in the forty-ninth year of  
Our Reign.

BY COMMAND,

  
DEPUTY REGISTRAR GENERAL  
OF CANADA

  
ACTING PRESIDENT AND  
CHIEF EXECUTIVE OFFICER  
CANADA PORTS CORPORATION