



**AGENDA**  
**SPECIAL MEETING OF MUNICIPAL COUNCIL**

**Monday, January 10, 2022, 5:00 PM**  
**Council Chambers and by Zoom**  
**18 Centre Street, Spencerville ON**  
**Contact the Township Office to Register**  
**(613)658-3055**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Disclosure of Pecuniary Interest & the General Nature Thereof**
- 4. Action and Information Items**
  - a. Port - Waive Conditions - Agreement of Purchase and Sale**
- 5. By-laws**
  - a. Agreement of Purchase and Sale - Industrial Property - Port**
- 6. Councillor Inquiries or Notices of Motion**
- 7. Mayor's Report**
- 8. Question Period**
- 9. Confirmation By-law**
- 10. Adjournment**

**Township of Edwardsburgh Cardinal  
Action Item**

**Committee:** Port Management – Special Council

**Date:** January 10, 2022

**Division:** Port of Johnstown

**Topic:** Agreement of Purchase of Sale – Waiver Form 123

**Purpose:** To recommend providing authority for the Mayor and Port General Manager to sign OREA Waiver Form 123 finalizing the Agreement of Purchase and Sale of property located at 2822 County Road 2, Johnstown Ontario.

**Background:** The Port of Johnstown, a Division of the Township of Edwardsburgh Cardinal, has determined that additional land is required to allow for the continued growth of the marine business by providing additional lands for potential future cargo. A discussion took place in camera on September 22 whereby there was unanimous consent by the Port Management Committee to pursue discussions with both the financial institutions to provide indicative term rates, and with our stevedore on a potential leasing agreement if the port should purchase the property.

A further in camera meeting took place on October 20<sup>th</sup> where the Mayor and Port General Manager were directed by the committee to negotiate and sign off on an agreement to purchase the said property.

On Nov. 18<sup>th</sup> the Port General Manager and Mayor signed the Agreement of Purchase and Sale.

This began a 60-day period to perform due diligence on the property. This runs until Jan. 17<sup>th</sup> at 5pm.

SKS Law were hired to complete the due diligence and their report is attached to this action item.

A building assessment was also completed by Pichin, which is not available at this time, however, a discussion took place over the phone and the major concern was the condition of the steel roof. An internal inspection of the building was completed during a heavy rain event by Port staff and it was confirmed that the roof has many leaks and will need replacement in the near future. Garland Roofing also made a site visit and budgeted the replacement of the roof between \$600,000 to \$750,000.

At the December 15<sup>th</sup> meeting there was concern amongst the Port Management Committee that the purlins that the roof attaches to may be in decay and add to the costs of a roof replacement. On Jan. 5, 2022 a structural engineer investigated the building structure and found the purlins and main steel structure to be in good shape other than the purlins around the HVAC units. The estimated budgeted cost for these repairs is \$10,000. It was also noted in his report that there is no heating for 90 percent of the 2<sup>nd</sup> story offices. His report is attached.

At the time of the writing of this document there was a discrepancy in the total land listed on the Real estate listing and the MPAC property tax. There is no survey available, and the Port has requested Ron Jason Surveying do a table top exercise to confirm the correct number of acres that go with this property. We are hoping to have this information prior to Jan. 17<sup>th</sup>.

This action item is to recommend sign off of the OREA Waiver Form 123. A further action item will be required to execute a financial loan and will be presented at the Township Council meeting on January 24<sup>th</sup>, 2022.

**Policy Implications:** The Agreement of Purchase of Sale, including Waiver Form 123 must be approved by council.

**Recommendation:**

That Municipal Council authorizes the Mayor and Port General Manager to sign the document titled, "Ontario Real Estate Association WAIVER Form 123" as attached, provided that the acreage listed in the Agreement of Purchase of Sale is confirmed by a third party.

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Robert Dalley, General Manager  
Port of Johnstown

**Form 123**

for use in the Province of Ontario

**BUYER:** The Corporation of the Township of Edwardsburgh/Cardinal

**SELLER:** P.C.G. Sales Limited

**REAL PROPERTY:** 2822 County Road 2, Johnstown

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 17 day of November,

2021, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

3. (A) The obligation for completion of the within transaction by the Buyer is conditional upon the Buyer being satisfied, in the Buyer's complete sole, subjective and unfettered discretion, within sixty (60) days after the date of acceptance of this Agreement by the Seller (the "Condition Date") as to: (i) the deliveries set out in Paragraph 4 below; (ii) the soil, water, septic, servicing and environmental conditions of the property (including, without limitation, a review by the Buyer of any and all relevant studies and reports provided by the Seller regarding the physical characteristics of the property); (iii) all planning and zoning matters in relation to the property; (iv) the physical condition of the building located on the subject property; (v) approval of the list of chattels included in the subject transaction; (vi) all title and off-title matters in relation to the property; (vii) approvals from municipal Council to complete the transaction; (viii) upon the Buyer arranging, at the Buyer's own expense, a new Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5pm on the 60th day following execution of this Agreement that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This due diligence condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. If the foregoing condition is not waived in writing by the Buyer and delivered to the Seller on or before the Condition Date, the within transaction shall be deemed to be null and void and the Deposit shall be returned to the Buyer without deduction or liability.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at \_\_\_\_\_, Ontario, at \_\_\_\_\_ a.m./p.m., this \_\_\_\_\_ day of January 2022

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

(Witness)	(Buyer/Seller)	(Seal) DATE _____
(Witness)	(Buyer/Seller)	(Seal) DATE _____

Receipt acknowledged at \_\_\_\_\_ a.m./p.m., this \_\_\_\_\_ day of January 2022 by:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL**

**BY-LAW NO. 2022-**

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CAO TO EXECUTE AN  
AGREEMENT OF PURCHASE AND SALE BETWEEN THE CORPORATION OF  
THE TOWNSHIP OF EDWARDSBURGH CARDINAL AND P.C.G. SALES LIMITED  
FOR INDUSTRIAL PROPERTY ON BEHALF OF THE PORT OF JOHNSTOWN”**

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to execute an agreement of purchase and sale between the Corporation of the Township of Edwardsburgh Cardinal and P.C.G. SALES LIMITED for the purchase of industrial property as identified in the attached agreement on behalf of the Port of Johnstown.

**NOW THEREFORE** the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and CAO are hereby authorized to execute the Agreement of Purchase and Sale documents, attached hereto as Schedule “A”, and shall form part of this bylaw, and take such actions as necessary to complete the transaction.
2. That this by-law shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 10 day of January, 2022.

Read a third and final time, passed, signed and sealed in open Council this 10 day of January, 2022.

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**Mayor**

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**Clerk**

**Agreement of Purchase and Sale**  
**Commercial**

This Agreement of Purchase and Sale dated this 17 day of November, 2021

**BUYER:** The Corporation of The Township of Edwardsburgh/Cardinal  
(Full legal names of all Buyers), agrees to purchase from

**SELLER:** P.C.G. SALES LIMITED  
(Full legal names of all Sellers), the following

**REAL PROPERTY:**

Address 2822 County Road 2, Johnstown

fronting on the North side of County Road 2

in the Municipality of Edwardsburgh/Cardinal Township

and having a frontage of 1026.89 Feet more or less by a depth of 36.93 ACRES more or less

and legally described as  
PARKLT 1 FIRST TIER W OF TOWN PL 6 JOHNSTOWN; PARKLT 1 SECOND TIER W OF TOWN PL 6 JOHNSTOWN; LT 21 N/S WATER ST, 21 S/S FIRST ST, 22 N/S WATER ST, 22 S/S FIRST ST, 21 N/S FIRST ST, 22 N/S FIRST ST, 21 S/S SECOND ST, 22 S/S SECOND ST, 21 N/S SECOND ST, 22 N/S SECOND ST, 21 S/S THIRD ST, 22 S/S THIRD ST, 21 N/S THIRD ST, 22 N/S THIRD ST, 21 S/S FOURTH ST, 22 S/S FOURTH ST PL 6 JOHNSTOWN; PT CROWN RESERVE S/S WATER ST LYING OPPOSITE LT 20, LT 21 AND LT 22 AND ERNEST ST AND PARKLT 1 PL 6 JOHNSTOWN;  
(Legal description of land including easements not described elsewhere) (the "property")

**PURCHASE PRICE:** Three Million Dollars (CDN\$) 3,000,000.00

**DEPOSIT:** Buyer submits upon acceptance  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)  
Fifty Thousand Dollars (CDN\$) 50,000.00

by negotiable cheque payable to ROYAL LEPAGE PROALLIANCE REALTY "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 Seller until 5:00 on the 19 day of November, 2021, 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 see schedule A 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): [Signature]

INITIALS OF SELLERS(S): [Signature]

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.: .....  
(For delivery of Documents to Seller)

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

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**  
**SEE SCHEDULE A**

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:**  
**N/A**

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):

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of..... Condition Date 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 (...COMMERCIAL/INDUSTRIAL...) 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): 





**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) *X* *Paul Kelly* (Buyer/Authorized Signing Officer) (Seal) *Nov 18/2021* (Date)  
(Witness) *X* *Paul Kelly* (Buyer/Authorized Signing Officer) (Seal) *Nov. 18/2021* (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) *Grant Lawson* (Seller/Authorized Signing Officer) P.C.G. SALES LIMITED (Seal) *11/17/2021 | 1:32 PM* (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 *4* this *18* day of *NOV*, 20*21*  
(a.m./p.m.) (Signature of Seller or Buyer)

<b>INFORMATION ON BROKERAGE(S)</b>	
Listing Brokerage	<b>ROYAL LEPAGE PROALLIANCE REALTY</b> <i>613-345-3664</i> (Tel.No.)
	<b>MIKE MENARD</b> (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	 (Tel.No.)
	 (Salesperson/Broker/Broker of Record Name)

<b>ACKNOWLEDGEMENT</b>	
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. <i>Grant Lawson</i> (Seller/Authorized Signing Officer) P.C.G. SALES LIMITED (Date) <i>11/17/2021   1:32 PM EST</i>	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. <i>Paul Kelly</i> (Buyer/Authorized Signing Officer) P.C.G. SALES LIMITED (Date) <i>Nov 18/2021</i> <i>Nov. 18/2021</i>
(Seller)	(Buyer)
Address for Service	Address for Service
(Tel. No.)	(Tel. No.)
Seller's Lawyer	Buyer's Lawyer
Address	Address
Email	Email
(Tel. No.)	(Tel. No.)
(Fax. No.)	(Fax. No.)

<b>FOR OFFICE USE ONLY</b>	
<b>COMMISSION TRUST AGREEMENT</b>	
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 <i>11/17/2021</i> as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale, <i>Mike Menard</i> (Authorized to bind the listing Brokerage)	Acknowledged by:  (Authorized to bind the Co-operating Brokerage)



## Schedule A

### Agreement of Purchase and Sale - Commercial

#### Form 500

for use in the Province of Ontario

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

**BUYER:** The Corporation of The Township of Edwardsburgh/Cardinal

**SELLER:** P.C.G. SALES LIMITED

for the purchase and sale of 2822 County Road 2, Johnstown Edwardsburgh/Cardinal Township

dated the 17 day of November, 2021

Buyer agrees to pay the balance as follows:

1. Legal Description of Property: PARKLT 1 FIRST TIER W OF TOWN PL 6 JOHNSTOWN; PARKLT 1 SECOND TIER W OF TOWN PL 6 JOHNSTOWN; LT 21 N/S WATER ST, 21 S/S FIRST ST, 22 N/S WATER ST, 22 S/S FIRST ST, 21 N/S FIRST ST, 22 N/S FIRST ST, 21 S/S SECOND ST, 22 S/S SECOND ST, 21 N/S SECOND ST, 22 N/S SECOND ST, 21 S/S THIRD ST, 22 S/S THIRD ST, 21 N/S THIRD ST, 22 N/S THIRD ST, 21 S/S FOURTH ST, 22 S/S FOURTH ST PL 6 JOHNSTOWN; PT CROWN RESERVE S/S WATER ST LYING OPPOSITE LT 20, LT 21 AND LT 22 AND ERNEST ST AND PARKLT 1 PL 6 JOHNSTOWN; PT WATER ST, ERNEST ST PL 6 JOHNSTOWN CLOSED BY PR47160, AS IN PR51187 EXCEPT PT 4, 15R10441; PT RDAL BTN RANGE 2 AND RANGE 3 PL 6 JOHNSTOWN EXCEPT PTS 3 & 4, 15R10877; PT FIRST ST, SECOND ST, THIRD ST, FOURTH ST PL 6 JOHNSTOWN CLOSED BY PR53235, AS IN PR54340, EXCEPT PR152106; EDWARDSBURGH/CARDINAL; TOWNSHIP OF EDWARDSBURGH/CARDINAL (BEING ALL OF PIN 68155-0739).

2. 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.

3. (A) The obligation for completion of the within transaction by the Buyer is conditional upon the Buyer being satisfied, in the Buyer's complete sole, subjective and unfettered discretion, within sixty (60) days after the date of acceptance of this Agreement by the Seller (the "Condition Date") as to: (i) the deliveries set out in Paragraph 4 below; (ii) the soil, water, septic, servicing and environmental conditions of the property (including, without limitation, a review by the Buyer of any and all relevant studies and reports provided by the Seller regarding the physical characteristics of the property); (iii) all planning and zoning matters in relation to the property; (iv) the physical condition of the building located on the subject property; (v) approval of the list of chattels included in the subject transaction; (vi) all title and off-title matters in relation to the property; (vii) approvals from municipal Council to complete the transaction; (viii) upon the Buyer arranging, at the Buyer's own expense, a new Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5pm on the 60th day following execution of this Agreement that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This due diligence condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. If the foregoing condition is not waived in writing by the Buyer and delivered to the Seller on or before the Condition Date, the within transaction shall be deemed to be null and void and the Deposit shall be returned to the Buyer without deduction or liability.

(B) This Agreement shall be completed thirty (30) days following satisfaction or waiver of all conditions set out in Paragraph 3(A) above for the benefit of the Buyer (the "Waiver Date").

4. The Seller shall deliver to the Buyer, forthwith after acceptance, the following:

- (a) any existing surveys, and any draft or registered subdivision plans, subdivision agreements, site plans, site plan agreements, or any other draft or registered municipal agreements relating to the property, in the possession, or under the control of the Seller;
- (b) a General Authorization executed by the Seller and addressed "To whom it may concern" authorizing the release by any government authority, or governmental or quasi-governmental authority, of any and all information on file in respect to the property;
- (c) copies of all tests, reports, studies, environmental assessments, engineering or other reports in the possession or control of the Seller in respect of the property. If the transaction herein contemplated is not completed for any reason, the Buyer shall return all such material to the Seller;
- (d) list of all chattels included in the subject transaction;
- (e) copies of all services contracts for the subject property; and
- (f) copies of all utility invoices and realty tax invoices for 2021.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



## Schedule A

### Form 500

for use in the Province of Ontario

## Agreement of Purchase and Sale – Commercial

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

**BUYER:** The Corporation of The Township of Edwardsburgh/Cardinal, and

**SELLER:** P.C.G. SALES LIMITED

for the purchase and sale of 2822 County Road 2, Johnstown Edwardsburgh/Cardinal Township

dated the 17 day of November, 2021

5. The Buyer or the Buyer's representatives shall be entitled, after acceptance of this Agreement by the Buyer, and at any time and from time to time prior to closing, to enter upon the property to carry out such reasonable tests and inspections thereof as the Buyer or its representatives may deem necessary, entirely at the Buyer's own risk. Without limitation, the Buyer shall be entitled to make soil, water, environmental or other tests, measurements or surveys in, on or below the surface of the property, and prepare such plans of development or survey as the Buyer shall require. In so doing, the Buyer shall not be deemed to have taken possession of the property. The Buyer shall restore the property substantially to the condition in which it existed prior to the commencement of such tests. The Seller agrees to co-operate with the Buyer in providing all requisite authorities and consents to enable the Buyer to make such enquiries, applications, studies and physical inspection in respect of the property as the Buyer may request. The Buyer shall be entitled to act in its sole discretion in deciding whether or not to give notice of satisfaction following the inspections and shall have no obligation to state or explain any causes of dissatisfaction in the event it does not give notice of satisfaction.

6. The Seller represents and warrants that to the best of the knowledge and belief of the Seller:

- (a) the property does not contain any underground fuel storage tanks, hazardous materials (as such expression is defined or referred to in all applicable laws of governmental authority having jurisdiction), installations containing hazardous material, or any other environmental contamination whatsoever;
- (b) the property has been used by the Seller in conformity with all applicable environmental laws, and with all other municipal and provincial laws and regulations, as applicable;
- (c) the Seller has not received notice, and has no knowledge, of any pending, contemplated, or threatened litigation or claim for judicial or governmental administrative action relating to the use of the property by the Seller or any predecessor of the Seller, or relating to the existence on or under the property of, or leakage from the property of, any hazardous material;
- (d) the Seller has not received notice of, nor does the Seller have any knowledge or information regarding, any compliance notice, order, directive, request, or advice from or issued by any government authority relating to the property, or relating to existence on or under, or leakage or emission from the property of any hazardous material;
- (e) there are no outstanding work orders, notices of deficiency and/or notices of violation issued by any government authority affecting or pertaining to part or all of the property; and
- (f) there is no existing judgement or order affecting the property or the Seller's interest therein.

7. The Seller agrees not to enter into any leases or contracts for the property following waiver of the Buyer's conditions herein.

8. The parties hereto agree to keep all information and documentation exchanged in relation to all further areas of this Agreement confidential, except for the disclosure required for the purpose of completing this transaction or as may be required by law.

9. Subject to waiver by the Buyer of the Buyer's conditions set out in Paragraph 3 of this Schedule A, the Buyer agrees to accept the Property on an "as is" basis, and the Seller makes no representations or warranties whatsoever regarding the condition of the Property, including the condition of the soils and the buildings and other improvements located thereon, save for those representations and warranties contained in Paragraph 6 of this Schedule A.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

# TOWNSHIP OF EDWARDSBURGH CARDINAL

January 10, 2022

Resolution Number: 2022- \_\_\_\_\_

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**COPY**

THAT Municipal Council receives the Mayor's Report as presented.

☐ Carried    ☐ Defeated    ☐ Unanimous

**Mayor:** \_\_\_\_\_

**RECORDED VOTE REQUESTED BY:** \_\_\_\_\_

NAME	YEA	NAY
Councillor H. Cameron		
Councillor S. Dillabough		
Councillor J. Hunter		
Deputy Mayor T. Deschamps		
Mayor P. Sayeau		
TOTAL		

**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL**

**BY-LAW NO. 2022-**

**“A BY-LAW TO ADOPT, CONFIRM AND RATIFY MATTERS DEALT WITH BY  
RESOLUTION”**

**WHEREAS** Section 5(3) of the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that the powers of a municipality shall be exercised by by-law;

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by the municipality does not lend itself to the passage of an individual by-law;

**NOW THEREFORE** the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the actions of the Township of Edwardsburgh Cardinal, at its meeting held on January 10, 2022 in respect of recommendations contained in the reports of committees considered at the meeting and in respect of each motion, resolution and other action taken by the Township of Edwardsburgh Cardinal at its meeting are, except where the prior approval of the Ontario Municipal Board or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Mayor and the appropriate officials of the Township of Edwardsburgh Cardinal are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of Edwardsburgh/Cardinal referred to in the preceding section.
3. That except as otherwise provided, the Mayor and Clerk are authorized and directed to execute all documents necessary on behalf of the Township of Edwardsburgh Cardinal.

Read, passed, signed and sealed in open Council this 10 day of January, 2022.

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**Mayor**

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**Clerk**