



# SMOOTH ROCK FALLS



*Near north, near perfect.*

## Property Information Package

### Lot 9 – Industrial Park



Corporation of the Town of Smooth Rock Falls  
Industrial Park - Conceptual Plan





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### Disclaimer

The information in this package is generalized and for convenience only. Interested purchasers should consult the source documents and conduct a complete review of all applicable materials. The Town of Smooth Rock Falls does not make any guarantees on the accuracy of this information or the mapping images provided.



## **Property Description**

**Civic Address:** Lot 9 Industrial Park

**Legal Description:** PIN: 65197-1101 (LT)

SURFACE RIGHTS ONLY; PART BLOCK A PLAN M290C KENDREY PARTS 1, 2 & 3, 6R9000; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 4, 5, 6, 7, 8, 9, 10, 12, & 14, 6R8406 AS IN CB72053; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 4, 5, 6, 7, 8, 9, 10, 12 & 14, 6R8406 AS IN CB72055; TOGETHER WITH AN EASEMENT OVER PARTS 4-10, 12 & 14 6R8406 AS IN CB72054; TOGETHER WITH AN EASEMENT OVER PARTS 4-10, 12 & 14 6R8406 AS IN CB72056

**Status:** Available by Request for Proposal (See "Purchasing Information" Page)

**MPAC Assessment Value:** \$27,000

**Frontage:** 84.30 m

**Depth:** 75.00 m

**Area:** 1.5 acres

**Road Access:** Yes

**Municipal Water Available:** 2022

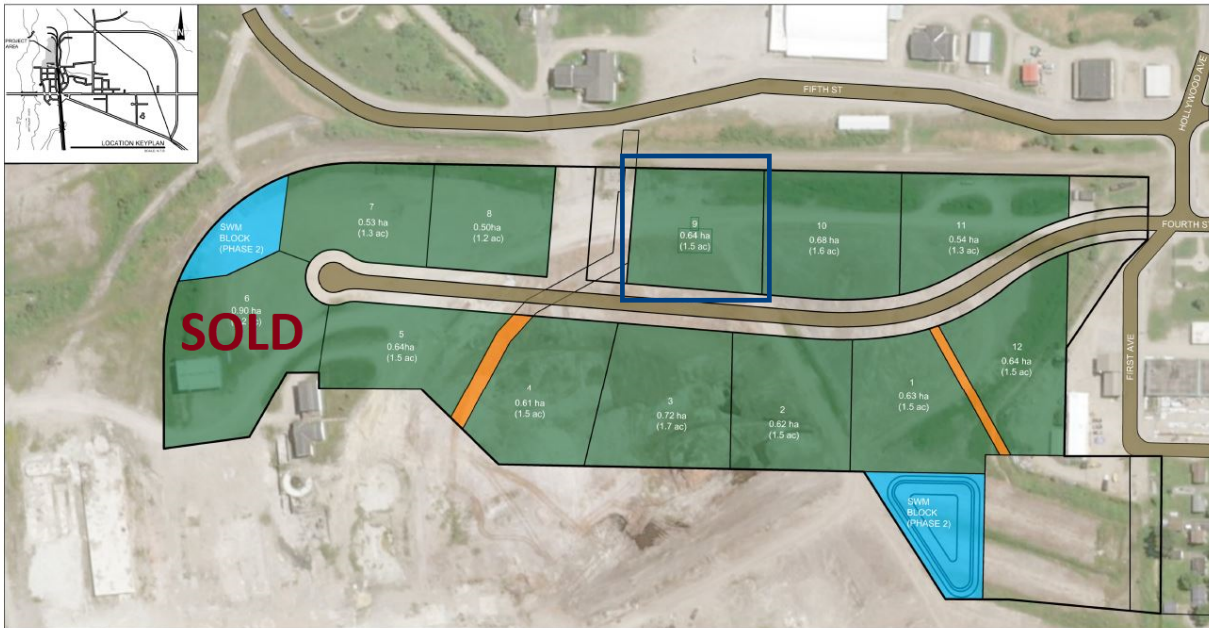
**Municipal Sewer Available:** 2022

**Zoning:** M2 – General Industrial (See "Zoning Information" Page)

**Current Use:** vacant



# Property Map



Corporation of the Town of Smooth Rock Falls  
Industrial Park - Conceptual Plan







# Photographs





## **Purchasing Information**

This property is available for purchase by Request for Proposals. The Town of Smooth Rock Falls will be releasing a request for proposals on October 14<sup>th</sup>, 2021. Prospective purchasers must submit a sealed proposal by no later than December 14<sup>th</sup> 2021 at 4PM.

Process to submit a proposal:

1. Proposal must be submitted by mail or courier in a sealed envelope and received before the proposal close date and time. The envelope should clearly state “Proposal” and the property address.

*Town of Smooth Rock Falls – Treasurer  
142 First Avenue, Box 249  
Smooth Rock Falls, ON P0L2B0*

2. Proposals must be submitted in the form specified in the Request for Proposals, and include all required information.

3. A deposit of 20% of the proposed purchase amount must be included with this bid. This deposit can be by money order, bank draft or certified cheque made payable to the Corporation of the Town of Smooth Rock Falls.

4. Applicants may include a completed Community Improvement Plan (CIP) Incentive Application if they wish to expedite the CIP incentive approval process.

5. Proposals are subject to the terms and conditions of the offer to purchase which will be provided by the Town (see “Request for Proposals Notice” page).

### **Incentives:**

A number of incentives are available under the Community Improvement Plan. For further information, please see the “CIP Incentives” page.

## **CIP Incentives**

To encourage residential, commercial and industrial development, the Council of the Town of Smooth Rock Falls adopted a Community Improvement Plan (CIP). The CIP provides a number of financial



incentives to help new and existing residential, commercial and industrial residents develop and renovate their properties and businesses.

The complete CIP plan is available on our website at:

<https://www.smoothrockfalls.ca/doing-business-here/programs-and-incentives/>

**For industrial properties and businesses, the following programs are available:**

#### Municipal Property Acquisition and Sale Program

The Municipal Property Acquisition and Sale Program provides a rebate of up to 90% of the purchase price of a municipal surplus lot. If approved, the Town will reimburse the purchaser of the property up to 90% of the purchase price once the purchaser has constructed a building on the lot within 2 years of purchase. For example, if the purchase price of the lot is \$10,000, upon completion of the dwelling the purchaser would receive a cheque for \$9,000.

#### Tax Increment Grant Program

The Tax Increment Grant Program provides a grant towards property taxes starting on the first full year of taxation. In most cases, the first full year of taxation is the year after construction of a building has been completed. The grant amount is based on the amount of tax increase that has been assessed on the property by the Municipal Property Assessment Corporation (MPAC). In the first year the grant is 75% of the increase, the second year is 50%, and the third year is 25%. The grant does not include the education taxes as the municipality does not have authority over education taxes.

#### Municipal Application / Permit Fees Program

Businesses may be eligible for the following incentives under this program for certain improvements:

1. Up to 50% reduction in Building Permit fees; up to a maximum of \$2,500.
2. Up to 100% reduction in Sign Permit fees; up to a maximum of \$500.
3. Up to a 100% reduction in demolition permit fees; up to a maximum of \$500.
4. Up to a 50% rebate of landfill fees; up to a maximum of \$500.

#### Signage Improvement Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$2,000, for improvements to signage or the placement of new building or free-standing signage.

#### Façade Improvement Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$4,000, for improvements to the front or corner façade of existing commercial buildings.

#### Accessibility Improvement Grant Program





Provides a matching grant of up to the lesser of, 50% of eligible costs or \$5,000, for accessibility improvements (such as wheelchair ramps and automatic doors).

Parking Area and Landscaping Improvement Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$4,000, for site improvement works/materials (such as resurfacing/line painting, street furniture, and landscaping materials and labour).

Architectural / Engineering Design Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$1,000, for architectural services, engineering consulting or planning consulting services related to site development or redevelopment and other eligible improvements.

Loan Guarantee Program – Non-Residential

The Non-Residential Loan Guarantee Program is meant as a last resort for potential purchasers who have exhausted all other financial options. It provides a loan guarantee not exceeding 50% of the construction costs to a maximum of \$500,000.

Economic Development Incentive Program

The Economic Development Incentive Program provides financial assistance of up to 15% of eligible costs up to a maximum of \$1,000,000, in the form of either a loan or equity investment. Eligible costs included but are not limited to construction of new buildings or renovations to existing buildings, site servicing, and the acquisition of furniture, equipment and other chattels.



**Town of Smooth Rock Falls  
Community Improvement Plan Incentive Application**

**Instructions**

Before completing this application, please read the Community Improvement Plan (CIP) document carefully to ensure that your project will qualify and that you have all of the required information. For questions with respect to the CIP or this application, please contact: Luc Denault, Chief Administrative Officer, at 705-338-2717 or [luc.denault@townsrf.ca](mailto:luc.denault@townsrf.ca).

Please submit one application per property.

Completed applications with all supporting documents, can be submitted to:

Town of Smooth Rock Falls  
142 First Avenue, Box 249  
Smooth Rock Falls, ON P0L 2B0

APPLICANT	
Name:	Corporate Name:





### INCENTIVE PROGRAMS

**Instructions:** Select all incentive programs to which you are applying. Please review program requirements in the Community Improvement Plan (CIP) document to ensure your project qualifies. Maximum grant amounts apply as per the CIP document.

Program Name	Estimated Eligible Costs	Grant Portion Requested	Estimated Grant Requested <small>(maximums apply)</small>
<input type="checkbox"/> Façade Improvement Grant	\$	%	\$
<input type="checkbox"/> Signage Improvement Grant	\$	%	\$
<input type="checkbox"/> Accessibility Improvement Grant	\$	%	\$
<input type="checkbox"/> Parking Area and Landscaping Improvement Grant	\$	%	\$
<input type="checkbox"/> Architectural / Engineering Design Grant	\$	%	\$
<input type="checkbox"/> Municipal Application/Permit Fees Rebate	<i>Select those below that apply.</i>		
<input type="checkbox"/> Building Permit Fees	\$	%	\$
<input type="checkbox"/> Sign Permit Fees	\$	%	\$
<input type="checkbox"/> Demolition Permit Fees	\$	%	\$
<input type="checkbox"/> Landfill Fees	\$	%	\$
<input type="checkbox"/> Tax Increment Grant	<i>Not Required – Grant Amount Set in CIP</i>		
<input type="checkbox"/> Loan Guarantee Program - Residential	\$	%	\$
<input type="checkbox"/> Loan Guarantee Program – Non-Residential	\$	%	\$
<input type="checkbox"/> Economic Development Incentive Program	\$	%	\$
<input type="checkbox"/> Municipal Property Acquisition and Sale Program	\$	%	\$
<input type="checkbox"/> Project Feasibility Study Grant	\$	%	\$
<input type="checkbox"/> Environmental Site Assessment Grant Program	\$	%	\$
<input type="checkbox"/> Brownfields Financial Tax Incentive Program	\$	%	\$
<input type="checkbox"/> F Brownfields Rehabilitation Grant Program	\$	%	\$



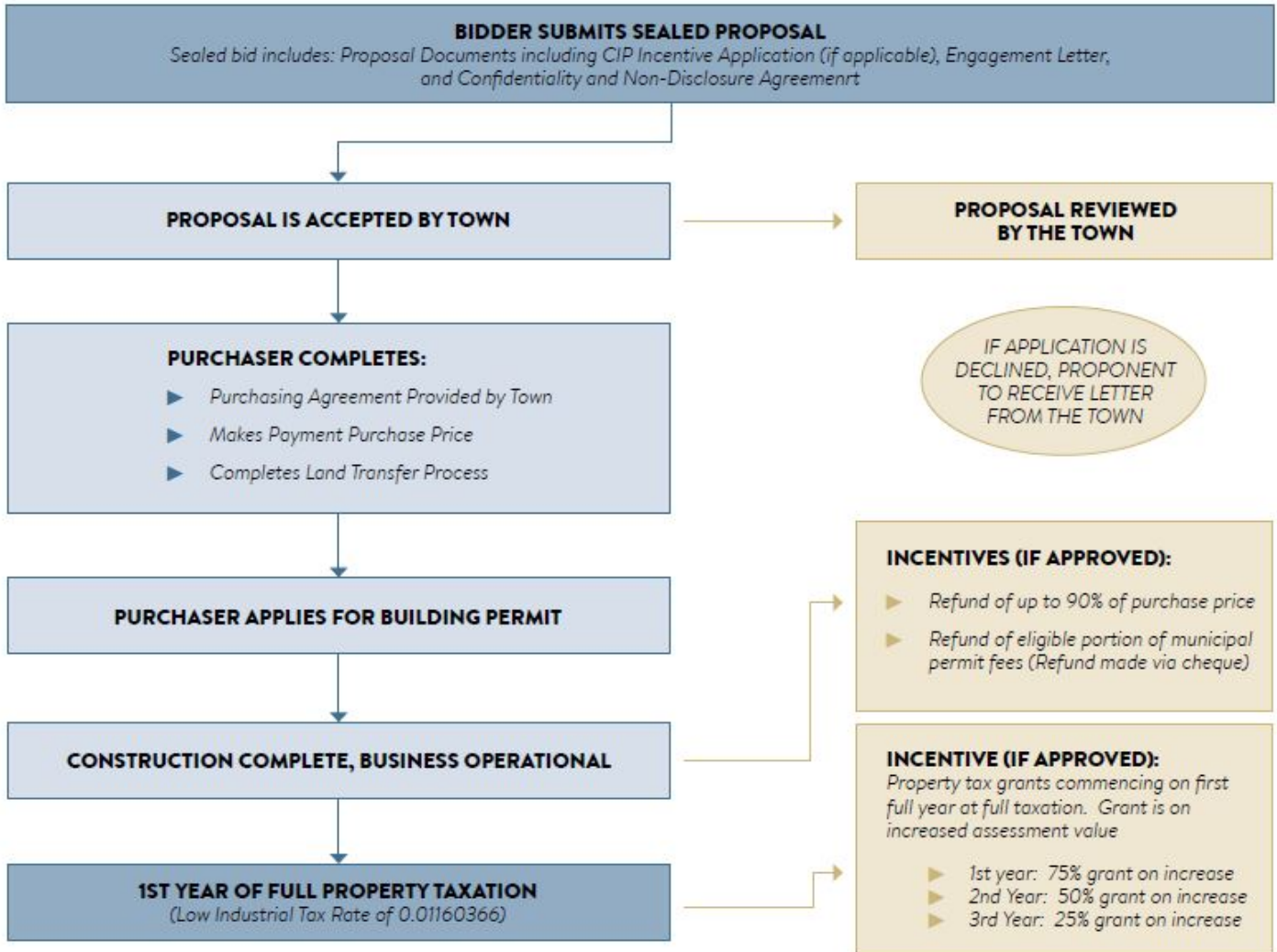
**ALL CIP INCENTIVES ARE SUBJECT TO APPROVAL**

**SEE [CIP DOCUMENT](#) FOR DETAILS AND CONDITOINS**



## PURCHASING BY RFP - FLOW CHART

The following chart that demonstrates how the process works for purchasing one of the industrial park lots.



## About the Town of Smooth Rock Falls



Located on Highway 11, on the shore of the Mattagami River, Smooth Rock Falls is a four-season destination.

The Smooth Rock Falls area is a place where you can live memorable experiences and enjoy the hospitality of its simple and friendly people. Close to 70% of its residents have French as their first language but a combination of English and French is most often used at work.

Winter offers ideal conditions for the sports amateur. The region is a paradise for snowmobilers with a network of over 1,000 kilometers of wide and soft trails through beautiful wooded areas. The Mattagami Ski Club maintains beautiful groomed trails which follows along the Mattagami River and ends at the Ski Chalet. The trails include beginner, intermediate and expert.

In the summer, Smooth Rock Falls offers outdoor activities to suit anyone such as golfing, fishing, canoeing and swimming.

The town has had a long rich history in the Forestry and Energy sectors. More recently, the town has flourished around the health care, social assistance and education sectors. The community is home to state-of-the-art health facilities, including a rehab center and a major hospital. Excellent multi-level education facilities are also accessible in both French and English to serve a population that is nearly 75% bilingual.

Smooth Rock Falls is centrally located at the heart of Hearst, Cochrane and Timmins with direct access to TransCanada Hwy 11, and a local government committed to business needs and helping them succeed.





## **Important Links**

### **Town of Smooth Rock Falls – Webpage**

[www.smoothrockfalls.ca](http://www.smoothrockfalls.ca)

Official website of the Town of Smooth Rock Falls.

### **Available Publicly Owned Properties**

[www.smoothrockfalls.ca/doing-business-here/available-property-2/](http://www.smoothrockfalls.ca/doing-business-here/available-property-2/)

Information on surplus properties available from the Town of Smooth Rock Falls.

### **Official Plan**

[www.smoothrockfalls.ca/town-hall/official-plan/](http://www.smoothrockfalls.ca/town-hall/official-plan/)

Information on the Official Plan for the Town of Smooth Rock Falls as adopted by Council in 2014. The Official Plan provides guidance and direction for development and planning decisions within the Town. A full copy of the plan is available for download.

### **Community Improvement Plan (CIP)**

[www.smoothrockfalls.ca/doing-business-here/programs-and-incentives/](http://www.smoothrockfalls.ca/doing-business-here/programs-and-incentives/)

The Community Improvement Plans provides a number of incentives to stimulate investment in residential, commercial and industrial properties. A full copy of the plan is available for download.

### **Community Profile**

[www.smoothrockfalls.ca/doing-business-here/community-profile-2/](http://www.smoothrockfalls.ca/doing-business-here/community-profile-2/)

In 2016 the Town of Smooth Rock Falls completed a detailed Community Profile. The profile provides details on our economy, workforce, demographics, and standard of living. The full document is available for download.

### **By-laws**

[www.smoothrockfalls.ca/town-hall/by-laws/](http://www.smoothrockfalls.ca/town-hall/by-laws/)

Copies of frequently requested by-laws, including the Zoning By-law and the Building By-law, are available for download.

## **Frequently Asked Questions**

1. **Does the Town of Smooth Rock Falls have public properties available for sale?**  
The Town of Smooth Rock Falls has declared a number of residential, commercial and



industrial properties as surplus, which allows the properties to be sold first by a tender bid process and then if still unsold by offer. A listing of currently available properties is on our website:

[www.smoothrockfalls.ca/doing-business-here/available-property-2/](http://www.smoothrockfalls.ca/doing-business-here/available-property-2/)

In addition to the properties listed on our website, the Town of Smooth Rock Falls owns a number of other properties within the community. Although they are not presently declared surplus, they may become available at a future date.

There are a number of private properties available for purchase within the Town, some are listed through realtors ([www.realtor.ca](http://www.realtor.ca)) and others are being sold privately.

## **2. How can I purchase a surplus lot from the Town?**

### If the lot is available by tender

Once a lot is declared surplus by the Town, it must first be sold by tender or RFP. A tender is a bidding process, the Town advertises that the lot is available and provides a period of time in which bids will be received. Bids must be submitted to the Treasurer in a sealed envelop that clearly states it is a tender bid and provide the address of the lot being bid on. Tenders must also include contact information, the price being offered by the bidder, and a deposit of 20% of the bid price. Detailed information and instructions on the tender process can be found in the tender advertisement by the Town when it is has been publicly posted. Tenders are normally awarded to the highest bidder who meets the other requirements of the tender.

### If the lot is available by offer

If there is no successful purchaser during the above tender process, the Town can then sell the lot off by offer. Interested purchasers can approach the Town with a written offer to purchase the lot (document available from the Town), and then the Town will review the offer to determine if it is acceptable or not.

### If the lot is available by RFP

Some commercial or other special lots made be first sold by a Request for Proposals (RFP) process. A RFP process starts when the Town advertises that the lot is available by RFP and provides a period of time in which proposals will be received. Detailed information and instructions on the RFP process can be found in the RFP advertisement provided by the Town when it is has been publicly posted. Proposals may be subject to conditions and requirements outlined in the RFP advertisement.

## **3. What kind of incentives are available?**

You may be eligible to apply for incentives under our Community Improvement Plan (CIP).

For commercial properties and businesses, there are 10 different incentives available to eligible applicants, these are outlined in the section of this document entitled "CIP



Incentives”. Brownfield sites are eligible for an additional 4 types of incentives. Further information on CIP incentives can be found on our website, including a downloadable copy of the CIP plan document.

**4. Will I be approved for the Community Improvement Plan incentives?**

CIP incentive applications are reviewed on a case-by-case basis. The Council of the Town of Smooth Rock Falls has by resolution authorized administration to grant certain CIP incentives to qualified applications, others will require a more comprehensive review and approval process. Applicants must apply for the incentives, approval is subject to review by administration and/or council.

**5. Are there any conditions for purchasing these surplus lots from the Town?**

The purpose of selling surplus lots is to encourage development within our community. During the tender or sale process, the purchaser must enter into an agreement with the Town of Smooth Rock Falls to construct a building on the lot within 2 years of the purchase date; should a purchaser fail to construct a building within that time period, the property ownership will revert back to the Town and a refund given to the purchaser less fees and penalties as specified in the purchasing agreement.

**6. Will the Town of Smooth Rock Falls help me with my property purchase and development?**

Our staff are available to answer any questions you may have and will direct you to resources that may assist you. Our team will work cooperatively with you through the purchasing process and the Building Permit process. Please do not hesitate to contact the town office should you have any questions or concerns.

## **Zoning Information**

*TOWN OF SMOOTH ROCK FALLS ZONING (section 14-1 to section 15-2)*

[BY-LAW #2016-04](#)



GENERAL INDUSTRIAL (M2) ZONE	LIGHT INDUSTRIAL-COMMERCIAL (M1) ZONE
<ul style="list-style-type: none"><li>• Agri-food processing;</li><li>• Asphalt plant;</li><li>• Custom workshops;</li><li>• Farm machinery sales and service;</li><li>• Fuel storage tank;</li><li>• Heavy equipment sales and service;</li><li>• Manufacturing, processing, assembling, warehousing, or wholesaling use in wholly enclosed buildings which do not emit obnoxious sounds, odour, dust, vibrations, fumes, or smoke;</li><li>• Mobile and modular homes construction and sales;</li><li>• Public utility service yard, or electric generating, receiving, or transforming station;</li><li>• Recreational vehicles sales and service;</li><li>• One (1) dwelling unit, either attached or detached, accessory to and on the same lot as a permitted industrial use; and</li><li>• Uses accessory to the foregoing.</li></ul>	<ul style="list-style-type: none"><li>• Automatic car wash; Automobile service stations;</li><li>• Building supply centres;</li><li>• Cash and carry heavy goods stores;</li><li>• Commercial garages; Bus garages;</li><li>• Contractor's yard;</li><li>• Fairgrounds; Farmers' markets;</li><li>• Garden supply centres;</li><li>• Hotels, motels, and motor inns;</li><li>• Lodging camp;</li><li>• Maintenance garage;</li><li>• Offices;</li><li>• Parking lot;</li><li>• Places of entertainment, recreation, and assembly;</li><li>• Private clubs;</li><li>• Research Facility;</li><li>• Restaurants - Drive-in; Take-out;</li><li>• Retail stores; Alcoholic beverage retail outlets; Antique or craft shops;</li><li>• Self-service laundromats;</li><li>• Service industrial uses;</li><li>• Transportation terminals;</li><li>• Veterinary establishments;</li><li>• One (1) dwelling unit, either attached or detached, accessory to, and on the same lot as a permitted use; and</li><li>• Uses accessory to the foregoing.</li></ul>

**TOWN OF SMOOTH ROCK FALLS  
NEW INDUSTRIAL PARK LAND  
REQUEST FOR PROPOSALS**

The Town of Smooth Rock Falls (hereinafter the “Town”) invites you to submit a Proposal to purchase and develop the New Industrial Park Land described herein.

**DEFINITIONS**





**COMMITTEE:** Shall mean the Evaluation Committee considering the Proposals.

**DEADLINE:** Shall mean 4:00 p.m. eastern standard time on 14<sup>th</sup> day of December, 2021.

**INDUSTRIAL:** Shall be read in the ordinary meaning of the word, and shall not be read as to specify a zoning designation.

**PROPONENT:** Shall mean an individual or corporation who submits a Proposal by the Deadline.

**PROPOSAL:** Shall mean the Agreement of Purchase and Sale, together with any attachments, that set out the details of the proposed offer for the New Industrial Park Land, as well as the proposed use for said land, and any other supporting documentation.

**NEW INDUSTRIAL PARK LAND:** Shall mean one or more conceptual pieces of land, as roughly set out in the attached **Appendix A** and identified as Lot 1 through to Lot 12 on the said map.

1. INSERT LOT NUMBER(S) Proponent is seeking to purchase: \_\_\_\_\_

Please note, the Proponent will require a Reference Plan of the New Industrial Park Land the Proponent wishes to acquire prior to the completion of any Agreement of Purchase and Sale.

**TOWN:** Shall mean the Town of Smooth Rock Falls.

### **PURPOSE**

The Town intends to sell the New Industrial Park Land for Industrial use.

The Town reserves the right to sell the New Industrial Park Land based on consideration of the terms of the Proposal.

Factors which the Town will consider when choosing a successful Proponent for the New Industrial Park Land include, but will not be limited to:

1. Any conditions included in the Proposal by the Proponent;
2. The proposed Industrial use the Proponent intends to carry out on the New Industrial Park Land;
3. The estimated number of full time employees the Proponent expects to employ with the Industrial use carried out on the New Industrial Park Land, with evidence to support said estimate such as a business plan;
4. The estimated square footage and number of stories of any and all proposed structures intended to be erected on the New Industrial Park Land;
5. Demonstrated experience by the Proponent in the proposed Industrial use and details thereof;
6. References for the Proponent regarding their experience in the proposed Industrial use;
7. Quality and clarity of the submission; compliance/adherence with Proposal requirements; and
8. The overall expected benefit to the Town from the proposed Industrial use.

The above list of criteria represents areas which are to be specifically addressed in the Proposal. The Committee will not be limited to these considerations. Other considerations not specifically listed above



will also be considered. The order in which the criteria are listed does not indicate the weighting of the evaluation.

#### **SITE VISIT**

Site visits by Proponents are not required under the terms of this Proposal. Proponents are encouraged to familiarize themselves with the New Industrial Park Land, and may elect to contact the Chief Administrative Officer of the Town to perform a site visit prior to the Deadline.

#### **FORM**

The Proposal for the purchase of the New Industrial Park Land shall be in the form of the Agreement of Purchase and Sale set out herein as **Appendix B**.

The proposed Industrial use shall be set out by the Proponent in either in the form of a letter from the Proponent not to exceed five (5) pages, or a PowerPoint presentation by the Proponent, not to exceed ten (10) slides. The proposed Industrial use letter or PowerPoint presentation shall contain all the information requested in factors 1-8 listed under the Purpose of this Request for Proposals.

#### **PRICING**

The Proposal must specify within the Agreement of Purchase and Sale, the proposed Purchase Price of the New Industrial Park Land in Canadian Dollars.

The Proponent's development **may** be eligible for the Town's Community Improvement Plan. The successful Proponent will be required to apply to the Town's Council for a decision on whether the development is eligible for the Community Improvement Plan.

#### **DEPOSIT**

The Proponent shall include a negotiable cheque, as a Deposit with their submitted Proposal representing Twenty Percent (20%) of the proposed Purchase Price in their Agreement of Purchase and Sale. The cheque of the successful Proponent will be deposited upon acceptance of the Proposal and will become a non-refundable Deposit. The cheque of any unsuccessful Proponent will be destroyed.

The Deposit of the successful Proponent will be applied to the Purchase Price on the Completion Date of the Agreement of Purchase and Sale.

#### **PROPOSED INDUSTRIAL USE**

The following timelines shall be complied with as set out in the Agreement of Purchase and Sale:

1. The Proponent shall apply for a Building Permit from the Town within eight (8) months of the Completion Date of the Agreement of Purchase and Sale;
2. The Proponent shall commence construction of any building or structures required to carry out the proposed Industrial use within fourteen (14) months of the Completion Date of the Agreement of Purchase and Sale; and



3. The proposed Industrial use to be carried out on the New Industrial Park Land shall commence within two (2) years of the Completion Date of the Agreement of Purchase and Sale.

Should the Proponent fail to meet the above-noted timelines, the New Industrial Park Land shall be re-transferred to the Town upon the repayment by the Town to the Proponent of 80% of the Purchase Price of the New Industrial Park Land, minus any costs incurred by the Town in enforcing the terms of the Agreement of Purchase and Sale. The Town shall not reimburse the Proponent for any of their expenses incurred in satisfying the conditions of the Agreement of Purchase and Sale. The conditions set out herein shall survive the Completion of this transaction.

### **CONDITIONS ON THE PROPOSAL**

Proponents may include conditions in their Proposals, but the satisfaction of said conditions are to be at the sole expense of the Proponent. The number of conditions, complexity of the conditions, expected timeframe to satisfy the conditions, and other considerations may be considered by the Committee.

### **INFORMATION IN THE TOWN'S POSSESSION**

The Town will make available to all Proponents any information about the New Industrial Park Land currently in the Town's possession upon request.

### **ACKNOWLEDGMENT**

The Committee will endeavor to complete the evaluation process in the shortest time possible. The Committee reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist the Committee.

The Town reserves the right, in its sole and absolute discretion to select a preferred Proponent(s) with which to negotiate a final contract, terminate the Proposal, call and negotiate with one or more Proponents, or reject any and all Proposals. The Town will not necessarily select the Proposal(s) with the highest purchase price or any Proposal whatsoever.

In submitting a Proposal, Proponents agree that there is no recourse to the Town for its decision; and the Town will not provide any compensation to proponents for costs incurred in the preparation of Proposals; or preparation for, or attendance at, any interview requested as part of the evaluation process for Proposals received. Whenever possible, at the sole determination of the Town, additional information and/or clarifications will be obtained by telephone or other electronic means.

### **PROCESS**

Four (4) complete sets of the Proposal are to be submitted for each Proposal proposed – one (1) marked as "Original" and three (3) sets marked as "Copy". Proposals, marked as to the contents of the Proposal, will be received by the Chief Administrative Officer of the Town at:

Luc Denault  
142 First Avenue, P.O. Box 249  
Smooth Rock Falls, Ontario  
POL 2B0



Tel: 705-338-2717 Ext. 9  
E-mail: luc.denault@townsrf.ca

until the Deadline. Late Proposals will not be accepted and will be returned unopened.

### **ERRORS, OMISSIONS, CLARIFICATIONS & ALTERATIONS**

All requests for technical information or to clarify the Terms of Reference shall be addressed to the Chief Administrative Officer at the contact information provided under the Process heading.

All questions and requests for clarification relating to the Proposal and/or identification of any errors or omissions in the Proposal shall be directed to the Chief Administrative Officer. The Chief Administrative Officer may issue a written addendum. The Chief Administrative Officer will not make oral interpretations or clarifications, as to the meaning of the Proposal documents.

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the Proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Chief Administrative Officer for the purpose of clarification.

### **SCHEDULE**

(A) Release of RFP	October 14 <sup>th</sup> , 2021
(B) Submission of Proposal	December 14 <sup>th</sup> , 2021
(C) Recommendation of Award	January 17 <sup>th</sup> 2022
(D) Award of Contract	January 2022
(E) Transfer of New Industrial Park Land Date to be decided on a case per case basis	

The Town reserves the right to alter the scheduling of items “C” to “E”.

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the Proposal may be communicated.

### **CONFIDENTIALITY**

No Proponent shall have the right to review or receive any information with respect to a Proposal, documentation, or information submitted by any other Proponent. The Town is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the Town in response to this Request for Proposal become the property of the Town and as such will be subject to the disclosure provisions of the Act. Any information covered by an exemption in the Act will be redacted prior to disclosure of the balance of the Proposal.



# Appendix A



Corporation of the Town of Smooth Rock Falls  
Industrial Park - Conceptual Plan



**Appendix B**

***AGREEMENT OF PURCHASE AND SALE***

**PURCHASER:** \_\_\_\_\_ agrees to purchase from the...

**VENDOR:** The Corporation of the Town of Smooth Rock Falls the following land...

**CIVIC ADDRESS:** \_\_\_\_\_ and legally described as...

**LEGAL DESCRIPTION:** \_\_\_\_\_ (hereinafter the "Property").

**PURCHASE PRICE:** \_\_\_\_\_ DOLLARS (CAD \$ \_\_\_\_\_ )

**DEPOSIT:** Purchasers submit a Deposit by negotiable cheque of representing TWENTY PERCENT (20%) of the PURCHASE PRICE payable upon submission of this Agreement of Purchaser and Sale, which will only be deposited by the Town upon acceptance by the Town of the Proponent's Proposal, and which, thereafter, will be held in trust by the Vendors' Solicitor pending completion or other termination of this Agreement and to be credited toward the Purchase Price on the Completion Date. Said Deposit shall be non-refundable to the Purchasers if the transaction is not completed on the Completion Date or other date mutually agreed to in writing by the Vendors and Purchasers.

**CONDITIONS:** (list any applicable)

1. The following timelines shall be complied with as set out in the Agreement of Purchase and Sale:
  - a. Prior to the Completion Date set out herein, the Proponent shall obtain a Reference Plan for the precise demarcation of the Property boundaries of the New Industrial Park Land the Proponent wishes to acquire.
  - b. The Proponent shall apply for a Building Permit from the Town within eight (8) months of the Completion Date of the Agreement of Purchase and Sale;



- c. The Proponent shall commence construction of any building or structures required to carry out the proposed Industrial use within fourteen (14) months of the Completion Date of the Agreement of Purchase and Sale;
  - d. The proposed Industrial use shall be fully completed with an Occupancy Permit granted within two (2) years of the Completion Date of the Agreement of Purchase and Sale, unless extended in writing between the Town and the Proponent.
2. Should the Proponent fail to meet any of the above-noted timelines, the New Industrial Park Land shall be re-transferred to the Town upon the repayment by the Town to the Proponent of 80% of the Purchase Price of the New Industrial Park Land, minus any costs incurred by the Town in enforcing the terms of the Agreement of Purchase and Sale. The Town shall not reimburse the Proponent for any of their expenses incurred in satisfying the conditions of the Agreement of Purchase and Sale. The Town may, in its absolute discretion, extend the timelines to complete items 1-3 above by a maximum of an additional one (1) year period. The conditions set out herein shall survive the Completion of this transaction.
  3. Prior to the Completion Date of the transaction contemplated herein, the Vendor and the Purchaser shall execute the Acknowledgement and Direction and Escrow Agreement (the "Re-Transfer Documents") listed hereto as Schedule 1 to the Agreement of Purchase and Sale. Failure to execute the Schedule 1 documents prior to the Completion Date of the transaction contemplated herein shall result in this Agreement becoming null and void and the Agreement of Purchase and Sale shall be terminated, without the Deposit being returned to the Purchaser, and neither party shall have any further obligations under this Agreement.
  4. Failure to abide by the representations and warranties set out herein shall result in the Vendor triggering the Re-Transfer Documents set out herein as Schedule 1.
  5. Schedule 1 shall be fully executed and delivered and received by the Wishart Law Firm LLP ("Escrow Agent") on the Completion Date of the transactions contemplated by this Agreement of Purchase and Sale.
  6. Schedule 1 shall be held in escrow by the Escrow Agent until the representations and warranties under this Agreement of Purchase and Sale have been fully satisfied. The delivery of Schedule 1, fully executed, secures the obligations to abide by the representations and warranties herein.
  7. In the event that the Purchaser does not abide by the representations and warranties herein, the Escrow Agent may solely rely upon the executed Schedule 1 documents which shall be sufficient authority for the Escrow Agent to register the transfer of the Property back to the Corporation of the Town of Smooth Rock Falls.

**SCHEDULE(S)** \_\_\_\_, \_\_\_\_ & \_\_\_\_ (list any applicable) attached hereto form(s) part of this Agreement.

## **1. CHATTELS INCLUDED**



**2. FIXTURES EXCLUDED**

**3. RENTAL ITEMS:** The following equipment is rented **and not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable:

**4. IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_ after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

COMPLETION DATE: This Agreement shall be completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

**5. NOTICES:** Vendor hereby appoints his Solicitor as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX # 705-949-2465 (For delivery of notices to Vendor) FAX # \_\_\_\_\_ (For delivery of notices to Purchaser)

**7. HST:** If payable, is **in addition** to the Purchase Price.

**8. TITLE SEARCH:** Purchaser shall be allowed until fifteen (15) business days after acceptance by the Vendor of the Agreement of Purchase and Sale 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. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.





9. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser 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 telephone services to the property or adjacent properties; and **(d)** any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time 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 Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser 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 Vendor or his Solicitor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objecting going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor'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-registerable 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 lawyers 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 Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.



12. **DOCUMENTS AND DISCHARGE:** Purchaser 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 Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser 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 Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's Solicitor's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor 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, Purchaser may 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 Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

15. **PLANNING ACT:** **This Agreement shall be effective to create an interest in the property only if Vendor complies with the provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.**

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Affidavit of Residence and Consideration, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor 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:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that the Vendor is not then a non-resident of Canada.

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 Purchaser.

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 Vendor and Purchaser or by their respective Solicitors who may be specifically authorized in that regard.

20. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective Solicitors on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

22. **UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor's knowledge and belief 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.



23. **CONSUMER REPORT:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

24. **AGENCY:** Unless otherwise specified in the Declaration of Representation, it is understood that all brokers (if any) involved in this transaction are working for the Vendor. Purchasers are at liberty to see representation from a broker under separate contract or receive customer service from the Vendor's broker.

25. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

27. **ACKNOWLEDGEMENT:** The parties hereto acknowledge having received a signed copy of the accepted Agreement of Purchase and Sale.

The Vendor and Purchaser agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification, can be transmitted by FAX, or similar electronic transmission, and that communication by such means will be legal and binding on all parties.



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DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, in the Province of \_\_\_\_\_, 202\_\_.

SIGNED, SEALED AND DELIVERED,  
in the presence of:

\_\_\_\_\_) Per: \_\_\_\_\_  
\_\_\_\_\_) PURCHASER  
\_\_\_\_\_)

We, the Vendors, agree to the above Offer.

DATED at Town of Smooth Rock Falls, in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

SIGNED, SEALED AND DELIVERED,  
in the presence of:

\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_) MAYOR – Town of Smooth Rock Falls  
\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_) CHIEF ADMINISTRATIVE OFFICER  
\_\_\_\_\_) Town of Smooth Rock Falls  
\_\_\_\_\_)





Solicitor for Purchasers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Solicitor for Vendors: Gordon P. Acton and/or Matthew M. Shoemaker  
Wishart Law Firm LLP  
Barristers and Solicitors  
390 Bay Street, 5<sup>th</sup> Floor  
Sault Ste. Marie, ON P6A 1X2  
Phone: 705-949-6700  
Fax: 705-949-2465  
E-mail: [gacton@wishartlaw.com](mailto:gacton@wishartlaw.com)  
E-mail: [mshoemaker@wishartlaw.com](mailto:mshoemaker@wishartlaw.com)



## SCHEDULE 1

### **ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Gordon P. Acton

**AND TO:** WISHART LAW FIRM LLP

**RE: TRANSFER OF PROPERTY BACK TO VENDOR FROM PURCHASER  
PURSUANT TO THE AGREEMENT OF PURCHASE AND SALE BETWEEN  
THE VENDOR AND THE PURCHASE DATED THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2021**

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. We hereby acknowledge the said Agreement has been reviewed by us and that we shall be bound by its terms;
- The effect of the Documents has been fully explained to us, and we understand that we will be bound by the terms and provisions of the Documents to the same extent as if we had signed them; and
- We are in fact the parties named in the Documents and we have not misrepresented our identity, to you.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer to the land described above.



- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto - Notice

**Dated at Smooth Rock Falls ON** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**WITNESS**

(As to all signatures, if required)

**PURCHASER**

Per:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
SIGNATURE ABOVE

I have authority to bind the Corporation



**ESCROW AGREEMENT**

Pursuant to the Agreement of Purchase and Sale  
between the Purchaser and the Vendor  
dated the \_\_\_\_ day of \_\_\_\_\_, 2021.

**This Escrow Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2021**

**BETWEEN:**

\_\_\_\_\_

(hereinafter called the **Purchaser**)  
PARTY OF THE FIRST PART

- and -

**TOWN OF SMOOTH ROCK FALLS**

(hereinafter called the “**Vendors**”)  
PARTY OF THE SECOND PART

- and -

**WISHART LAW FIRM LLP**

(hereinafter called the “**Trustee**”)  
PARTY OF THE THIRD PART.



**WITNESSETH** that in consideration of the mutual covenants herein contained the parties hereto covenant and agree, each with the other, as follows:

**SECTION 1-  
DEFINITIONS, INTERPRETATION & SCHEDULES**

**Definitions**

- 1.1 In this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:
  - 1.1.1. “Agreement of Purchase and Sale” means an Agreement of Purchase and Sale between the Vendor and the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 202 .
  - 1.1.2 “Business Day” means any day except Saturday, Sunday or any statutory holiday in the Province of Ontario, Canada;
  - 1.1.3 “Escrowed Documents” means the Acknowledgement and Direction executed by the Purchaser, and the draft Transfer for the re-transfer of the Property in the Agreement of Purchase and Sale between the Vendor and the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 2021.
  - 1.1.4 “Expiry Date” means the Expiry Date of the Escrow Agreement as provided for in this Agreement;
  - 1.1.6 “Purchaser’s Notice of Release” has the meaning set out in subsection 3.1.1 of this Agreement;
  - 1.1.8 “Trustee’s Notice of Release” has the meaning set out in subsection 3.1.1 of this Agreement.



## **Interpretation**

- 1.2 In this Agreement and any amendments thereto, except as otherwise provided, or unless the context otherwise requires:
- 1.2.1 “this Agreement” means this Agreement as it may from time to time be supplemented or amended by one or more agreements entered into pursuant to the applicable provisions hereof;
- 1.2.2 the words “herein” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision;
- 1.2.3 the headings and subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- 1.2.4 all references to currency herein are deemed to mean Canadian currency;
- 1.2.5 words importing the masculine gender include the feminine Or neuter gender and words in the singular include the plural, and vice versa and words importing individuals shall include firms and corporations, and vice versa;
- 1.2.6 any reference to a Person shall include and shall be deemed to be a reference to that Person’s successor;
- 1.2.7 “Person” means and includes any individual, corporation, partnership, firm, joint





venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and other forms of entity or organization;

1.2.8 if the time limited in this Agreement for the doing of a thing expires or falls on a day other than a Business Day, the thing may be done on the next Business Day following; and

1.2.9 where there is a reference to a number of days between two events, in calculating the number of days, the day upon which the first event occurs shall be excluded and the day on which the second event happens shall be included.

**SECTION 2-  
DEPOSIT AND PURPOSE OF ESCROWED DOCUMENTS**

**Receipt of Escrowed Documents and Trustee’s Covenant**

2.1 The Trustee hereby:

2.1.1 acknowledges receipt from the Escrowed Documents authorizing the Trustee to transfer to the Vendor the lands acquired by the Purchaser by \_\_\_\_\_ Agreement of Purchase and Sale dated the \_\_\_\_\_ day of \_\_\_\_\_, 202 .

**Purpose of Escrow**

2.2 Subject to the provisions of this Agreement, the Vendor and the Purchaser acknowledge and agree that the Escrowed Documents will be held by the Trustee as security for compliance with conditions 1(a)-(d) of the Agreement of Purchase and Sale dated the \_\_\_\_\_ day of \_\_\_\_\_, 202 .



## **Joint Written Direction to Release Funds**

- 2.4 Notwithstanding anything herein contained to the contrary, if at any time the Trustee is instructed by a written direction signed by the Vendor and the Purchaser to destroy the Escrowed Documents then it shall comply with the terms of that joint direction.

### **SECTION 3**

#### **PERMITTED REGISTRATION OF ESCROWED DOCUMENTS**

##### **Notice of Registration of Escrowed Documents**

- 3.1.1 In the event that at any time, and from time to time, prior to the Expiry Date, Vendor shall be of the bona fide opinion that it is entitled to the registration of the Escrowed Documents, under the terms of the Agreement of Purchase and Sale dated the \_\_\_\_\_ day of \_\_\_\_\_, 202 then the Vendor shall give written notice of same (“Vendor’s Notice of Release”) to the Trustee and the Purchaser specifying the matters in respect of which it claims a right to registration of the Escrowed Documents.

##### **Undisputed Payment**

- 3.1.2 If, within a period of seven days following the receipt by the Purchaser of the Vendor’s Notice of Release, the Trustee has not received from the Purchaser a written objection to the contents of the Vendor’s Notice of Release, the Trustee shall register the Escrowed Documents.

##### **Disputed Payment**

- 3.2 If within a period of seven days following the receipt by the Purchaser of the Vendor’s Notice of Release, the Trustee has received from the Purchaser a written objection to the contents of the Vendor’s Notice of Release, the Trustee shall not register the Escrowed Documents unless and until it receives either:



- 3.2.1.1 a written direction signed by the Vendor and the Purchaser directing the Trustee to register the Escrowed Documents; or
- 3.2.1.2 a certified copy of a non-appealable judgment or order of a court of competent jurisdiction directing the Trustee to register the Escrowed Documents

and in either such case, the Trustee shall register the Escrowed Documents as directed. The Vendor hereby states that in the event the Vendor is obligated to obtain an order of a court of competent jurisdiction directing the Trustee to register the Escrowed Documents, the Vendor shall deduct the cost of obtaining said order from the consideration paid to the Purchaser for the re-transfer of the lands acquired by the Purchaser pursuant to the terms of the Agreement of Purchase and Sale between the Vendor and the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SECTION 4 -  
DESTRUCTION OF ESCROWED DOCUMENTS ON EXPIRY DATE**

- 4.1.1 Notwithstanding any provision in this Agreement, on the compliance date within conditions 1(a)-(d) of the Agreement of Purchase and Sale dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021 the Trustee shall destroy the Escrowed Documents held by the Trustee if such documents are not the subject of a dispute under s.3 herein.

**SECTION 5**



## **POWERS, DUTIES AND RIGHTS OF TRUSTEE**

### **Safekeeping of Escrowed Documents**

- 5.1 The Trustee shall be responsible only for the safekeeping of the Escrowed Documents and their use in accordance with the terms of this Agreement.

### **Reliance on Notice, Advice or Direction**

- 5.2 The Trustee may act upon the contents of any written notice, advice or direction or other document purportedly signed:

5.2.1 on behalf of the Purchaser by one or more of its directors or officers whether or not under corporate seal; and

5.2.2 on behalf of the Vendor; without investigation into the actual position or authority of that individual or those individuals who have signed same on behalf of the Vendor or, as the case may be the Purchaser, and without investigation as to the authenticity of the signature of that individual or those individuals.

### **Exclusion of Liability**

- 5.3 In the performance of its duties assumed hereunder the Trustee shall not incur any liability to either the Vendor or the Purchaser for any action taken or omitted to be taken by the Trustee unless such action taken or omitted to be taken results from the gross negligence or willful default of the Trustee.

### **Indemnification of Trustee**



5.4 The Vendor and the Purchaser jointly and severally covenant and agree with the Trustee to indemnify it against any and all losses, costs (including the costs of Independent counsel retained under section 5.5), damages and expenses which the Trustee may suffer or incur as a result of its performance or purported performance of its duties assumed hereunder unless the same shall result from the gross negligence or willful default of the Trustee.

### **Right to Retain and Rely on Independent Counsel**

5.5 The Trustee may in relation to its services to be performed hereunder retain such independent counsel as it may reasonably require for the due and proper performance of its services hereunder. The Trustee shall be entitled, but not obliged, to act on the advice or opinion of such counsel and may pay any reasonable fees for such legal or other advice. Provided such counsel has been selected with reasonable care the Trustee shall not be liable for the misconduct of or for any incorrect advice given by such counsel.

### **Trustee's Fees**

5.6 The Purchaser agrees to pay the fees and disbursements of the Trustee for carrying out its duties hereunder. Such fees shall be charged on the same basis as its fees for acting as a barrister and solicitor.

### **Resignation of Trustee**

5.7 The Trustee may resign and be discharged from all further duties and liabilities hereunder by giving the Vendor and the Purchaser at least thirty (30) days' notice in writing. In such event the Vendor and the Purchaser shall immediately appoint a replacement Trustee.



## **SECTION 6 GENERAL**

### **Severability**

6.1 Any term, condition or provision of this Agreement which is deemed to be, void, prohibited or unenforceable shall be severable here from, be ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof.

### **Enforcement of Remedies**

6.2 If at any time any party shall be in default of any of its covenants or agreements contained in or arising out of this Agreement, any remedy which may be available to any other party by virtue of any provision contained in this Agreement and as a consequence of such default shall be in addition to and not by way of substitution for any statutory or common law remedy which may also be available and all such remedies may be enforced either successively or concurrently.

### **Non-Waiver**

6.3 Neither the granting of any time or other indulgence to any party hereto nor the failure of any party to insist upon the strict performance of any covenant, term, or condition of this Agreement or to enforce its rights hereunder shall be construed as a waiver of its rights or remedies hereunder and the same shall continue in full force and effect.

### **Further Assurances**

6.4 Each party hereto will promptly and duly execute and deliver to each remaining party





such further documents and assurances and take such further action as such remaining party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

## Notices

6.5 Any notice or acceptance required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if delivered the party (or if such party is a corporation, to an officer of that corporation), or, if forwarded by registered mail, return receipt requested, or, if sent by facsimile transmission as follows:

### **to the Vendor:**

Luc Denault  
142 First Avenue, P.O. Box 249  
Smooth Rock Falls, Ontario  
P0L 2B0  
Tel: 705-338-2717 Ext. 9  
E-mail: LDenault@townsrf.ca

### **and to the Purchaser at:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_



Solicitor's E-mail: \_\_\_\_\_

**and to the Trustee at:**

Wishart Law Firm LLP

390 Bay Street, Suite 500

Sault Ste Marie, Ont. P6A 1X2

Attention : Gord Acton, Matthew Shoemaker & Trish Evans

Email : [gacton@wishartlaw.com](mailto:gacton@wishartlaw.com), [mshoemaker@wishartlaw.com](mailto:mshoemaker@wishartlaw.com), [tevens@wishartlaw.com](mailto:tevens@wishartlaw.com)

or to such other e-mail address as a party may furnish in writing to the remaining parties from time to time. Any e-mailed to the Purchaser at the e-mail address listed above and copied to the Purchaser's Solicitor's E-mail address listed above shall be deemed to have been received by the Purchaser 24 hours following the sending of said e-mail by the Vendor or the Trustee provided the Vendor or Trustee maintain a copy of said sent e-mail.

**Alteration of this Agreement**

6.6 No change or modification to this Agreement shall be valid unless it shall be in writing and signed by all parties hereto.

**Governing Law**

6.7 This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario. Each of the Parties hereto hereby irrevocably attorns to the jurisdiction of the courts in the Province of Ontario.



## **Time**

6.8 Time shall be of the essence of this Agreement.

## **Entire Agreement**

6.9 This Agreement constitutes the entire agreement between the parties and there are no statements, representations, warranties, undertakings or agreements, written or oral, express or implied, between the parties hereto except as herein set forth.

## **Assignment**

6.10 None of the parties hereto may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each remaining party, which consent shall not be unreasonably withheld or delayed.

## **Enurement**

6.11 This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties together with their personal representatives, successors and permitted assigns.

## **Execution in Counterparts**

6.12 This Agreement may be executed in any number of counterparts, and/or by facsimile or e-mail transmission of PDF files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any Party executing this Agreement by fax or PDF file shall, immediately following a request by



any other Party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the Electronic Commerce Act, 2000 (Ontario).

**Delivery by Facsimile**

6.13 This Agreement shall be deemed to be validly executed and delivered by a party when a copy thereof has been executed by that party and transmitted by facsimile to each of the remaining parties. A party delivering this Agreement by facsimile as aforesaid covenants to promptly deliver to each of the remaining parties an originally executed copy of this Agreement by ordinary mail or by courier.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**ON BEHALF OF THE TRUSTEE:**

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_

**Purchaser**

**Per:**

*I have the authority to bind the corporation*



**ON BEHALF OF THE VENDOR:**

) \_\_\_\_\_  
) **MAYOR – Town of Smooth Rock Falls**  
)  
)  
) \_\_\_\_\_  
) **CHIEF ADMINISTRATIVE OFFICER**  
) **Town of Smooth Rock Falls**  
)

**ON BEHALF OF THE TRUSTEE:**

)  
) \_\_\_\_\_  
) **WISHART LAW FIRM**  
) **Per: Gordon P. Acton**  
) *I have the authority to bind the corporation*