

# TOWN OF FORT FRANCES

## Economic Development Advisory Committee

### AGENDA - October 5, 2015, 11:30 AM

#### MEETING - Committee Room - Civic Centre

	Page
1. <b><u>Call to Order</u></b>	
2. <b><u>Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.</u></b>	
3. <b><u>Disclosure of pecuniary interest and the general nature thereof</u></b>	
4. <b><u>Approval of Previous Advisory Committee Minutes</u></b>	
4.1 September 14, 2015.	2 - 3
5. <b><u>In-Camera</u></b>	
6. <b><u>Items Referred from Council</u></b>	
6.1 North Western Ontario Tourism Association Membership Request.	4 - 7
7. <b><u>New Business</u></b>	
8. <b><u>Standing Items</u></b>	
8.1 1. <b>Revitalization and beautification of the Town of Fort Frances</b>	8
• November 2015	
The town will examine the recommendations put forth from the Fort Frances Chamber of Commerce regarding the beautification and revitalization of the Town of Fort Frances.	
8.2 Huffman Court - Marketing of Lots.	9 - 23
9. <b><u>Non-agenda Items</u></b>	
10. <b><u>Adjourn / Next Meeting Date - November 9, 2015</u></b>	

TOWN OF FORT FRANCES

MINUTES

September 14, 2015

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on September 14, 2015 at 11:30 a.m.

PRESENT: G. Rogozinski, C. Mallory, M. Caron, K. McCaig, J. Gillon, J. Cumming, M. McCaig, R. Avis, K. Perry.

ALSO PRESENT: G. Gillon (RRFDC), S. Whalen (RRFDC), T. Drysdale, F. Flatt

REGRETS: D. Fortes, E. Fagerdahl, J. Lampi-Hughes, J. McTaggart, K. Lawson

- 1. **Call to Order**
- 2. **Non-agenda Committee items which because of urgency cannot be deferred to a subsequent meeting, identified to be considered later in the meeting.**
- 3. **Disclosure of pecuniary interest and the general nature thereof**
- 4. **Approval of Previous Advisory Committee Minutes**

4.1 Economic Development Advisory Committee Meeting Minutes dated August 10, 2015.

Mallory-Caron: THAT the minutes from the August 10, 2015 meeting be approved as circulated.

CARRIED

- 5. **Items Referred from Council - None**
- 6. **New Business - None**
- 7. **Standing Items**

- 7.1 Land Sale Policy.
  - The Municipal Planner presented to the committee the final draft of the policy with the changes and amendments as proposed by the Committee. Discussion and review of only the changed items was held. Faye will make further changes to the policy as discussed.
- 7.2 Strategic Plan -
  - Mr. McCaig addressed this with the committee. He reviewed the projects and timelines that are outlined on page 24 of the document, with recommendations on some items that EDAC be involved or further involved.
  - a) Item #6 - Revitalization (Nov 2015) to be brought forth to the October 5th meeting, committee to review and discuss more;
  - b) Downtown Parking - EDAC should discuss and be more involved in this item. Review of old reports etc, and should be addressed on upcoming agendas;
  - c) Sports Tourism Initiative (September 2016) - referred to Community Services Division and Fort Frances Chamber of Commerce.
  - d) Item #39 - Boundless Branding (October 2016) - discussion on how to utilize it better. Question was asked about individual use licensing fee to requirement to fill out a form to use the logo/brand. Committee to discuss further;
  - e) Item #29 - Town to investigate use and long-term planning;
  - f) WIFI Expansion (March 2017) - Frank Wepruk and EDAC;
  - g) Information Infrastructure Enhancement (February 2018) - EDAC will have major involvement in the project.

- 8. **Non-agenda Items**

Ken Perry gave an update on the Rail Taxation Issue.

**9. Adjourn / Next Meeting Date - October 5th, 2015**

Administration & Finance Division  
Planning & Development Division  
Phone: 807-274-5323  
Fax: 807-274-8479

Mailing Address for All Divisions:  
Civic Centre  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9



Operations & Facilities Division  
Phone: 807-274-9893  
Fax: 807-274-7360

Community Services Division  
Phone: 807-274-4561  
Fax: 807-274-3799

email: [town@fortfrances.com](mailto:town@fortfrances.com)  
[www.fort-frances.com](http://www.fort-frances.com)

September 30, 2015

North Western Ontario Tourism Association  
Attn: Lucas Adams, President  
Box 59  
Morson, Ontario  
P0W 1J0

Dear Sir:

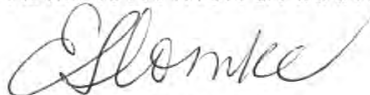
At their meeting September 28, 2015, Council approved the report dated September 23, 2015 from L. Witherspoon, Treasurer re: North Western Ontario Tourism Association which refers the request to the Economic Development Advisory Committee for their recommendation. A copy of the report from L. Witherspoon is attached for your reference.

By copy of this letter, your request has been referred as directed.

Please direct any questions you may have to L. Witherspoon, Treasurer at 274-5323, ext 248 or K. Lawson, Economic Development Advisory Committee secretary, at 274-5323, ext 257.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION



Elizabeth Slomke, Clerk

ES/kl (att'd)

c.c. L. Witherspoon, Treasurer  
Economic Development Executive Committee  
Attn: K. Lawson, Committee Secretary - (att'd for agenda)



**ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2015/104**

**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** September 23, 2015  
**SUBJECT:** North Western Ontario Tourism Association

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**BACKGROUND**

At the September 14, 2015 Council Meeting the letter received from the North Western Ontario Tourism Association requesting consideration of membership was referred to the Administration & Finance Executive Committee for recommendation.

The North Western Ontario Tourism Association (NWOTA) is an advisory group who is interested in the success of tourism in Northwestern Ontario. The Associate Membership for individuals, non-tourism businesses and non-profit organization, the membership for January 1 – December 31, 2015 is \$100.00 (see attached page from the NWOTA web-site). The Town has not been a member since 2011.

**RECOMMENDATION**

The Administration and Finance Executive Committee recommend that the North Western Ontario Tourism Association Membership request be referred to the Economic Development Advisory Committee for recommendation.

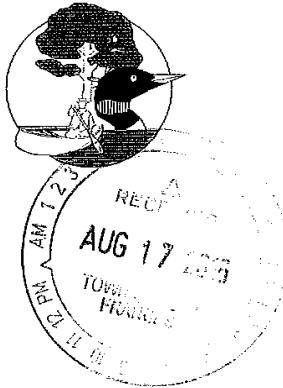
Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to refer the North Western Ontario Tourism Association Membership request to the Economic Development Advisory Committee for recommendation.
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# North Western Ontario Tourism Association

P.O. Box 59  
Morson, ON P0W 1J0

August 1, 2015

Mayor Roy Avis  
Town of Fort Frances  
320 Portage Ave.  
Fort Frances ON P9A 3P9  
CAN



Email: [info@nwota.com](mailto:info@nwota.com)  
URL: [www.nwota.com](http://www.nwota.com)

Dear Roy,

Recently the North Western Ontario Tourism Association put together a list of businesses that we could reach out to for membership and support. If you are receiving this letter, you are a tourism operator or business that is located near one or more of our members or you have done business with one or more of our members.

NWOTA is primarily an advocacy group made up of tourism operators, small and large tourism associated businesses and individuals interested in the success of tourism in our "World Class" area of Northwest Ontario.

On issues of major concern we work closely with the Kenora District Camp Owners Association (KDCA) which is made up of similar members from north of us located within the Kenora District of the Ministry of Natural Resources. Some NWOTA members are also members of KDCA. Whether you are a tourism operator or one of the many businesses that local resorts do business with, these issues affect you.

We are pleased that our efforts contributed greatly to

- the changes that have taken place at Border Services to improve the crossing experience for our U.S. guests. It was long in coming but we are still involved to continue these improvements.
- Our organization was strongly represented in working with MNR so new regulations would not harm our excellent fishery which is so important to our businesses and the residents of the area.
- Work continues with the working committee jointly with Kenora District Camp Owners (KDCA) on hunting issues and game management.

It is important that all levels of Government know the issues that small business face in Northwest Ontario and we must continue to be heard. There is strength in membership numbers and we are involved in a major effort to expand membership of both resorts and the many support businesses with which we purchase equipment and supplies. The success of all of us is success for many in NW Ontario.

Most recently, 2014 membership allowed us to:

- work with the Ministry of Natural Resources & Forestry and committee that put forth recommendations for the changes being made to Fisheries Management Zone 5.
- continue working with CBSA to ensure that tourists travelling to Canada are having a good experience crossing the border. It is very important to our organization to keep the lines of communication open between CBSA and the tourism industry.

We were also able to get the information to members that are US residents and own/operate resorts in Canada about the new work permits. (We know that it wasn't a pleasant experience but it was all new to the CBSA officers as well as the operators -- hopefully the processing system will be tweaked for next season)

- we also continue to work with KDCA, NOTO and Sunset Country Travel Association to ensure that our members are aware of anything new that may affect your business. It is important to NWOTA that the voice of tourism in Northwestern Ontario is heard on every level.

"Tourism - Our Most Renewable Resource"

# North Western Ontario Tourism Association



P.O. Box 59  
Morson, ON P0W 1J0

Email: [info@nwota.com](mailto:info@nwota.com)  
URL: [www.nwota.com](http://www.nwota.com)

This year NWOTA will:

- continue to work with CBSA, NOTO, KDCA & Sunset Country.
- continue to work with MNR to ensure that tourism is not forgotten when they are looking at changes/revamping their regulations and policies.
- focus on building our membership numbers. We need you and your neighbouring businesses to ensure for the voice of tourism in Northwestern Ontario is continued to be heard. We also need you so that NWOTA is confident in reiterating YOUR concerns/issues to the government agencies.

If you are not a member of NWOTA or you have been a member but haven't sent in your membership dues, please do so. The Officers and Board of Directors of NWOTA, all volunteers, have been and continue to work very hard on some issues that threaten the success of our businesses. Every effort has been made to keep dues affordable for all. Your membership and financial support are critical to our continuing to help this area.

Your involvement can be as simple as being a member or more helpful by coming to meetings and offering to assist in any way you can. Either way NWOTA would like your support and input on the issues facing the tourism industry.

If you have any questions please contact the NWOTA office at [info@nwota.com](mailto:info@nwota.com)

Regards,

A handwritten signature in black ink, appearing to read 'Lucas Adams'.

Lucas Adams  
President

"Tourism - Our Most Renewable Resource"

## STRATEGIC PLANNING INITIATIVE

Submitted from: The Chamber of Commerce Committee Representative, Wendy Brunetta

**INITIATIVE:** Beautification/Re-vitalization of the Town of Fort Frances.

**Purpose:** To promote tourism.

### Action Items:

**#1: Project Petunia**

The Chamber has been coordinating Project Petunia for the past few years. The last 2 years, the Chamber has had to subsidize the project due to a lack of donations or unpaid pledges. The Chamber, at their meeting on March 24, made a motion to not continue with this project.

Suggestion: Could the parks department grow extra flowers (in addition to those grown for the cemetery) and plant the planters?

**#2: Garbage Clean-up**

The issue of garbage littering our streets throughout the town was discussed. What measures can we put in place to control the excessive littering?

- Suggestion:
- a) Additional garbage cans throughout the town?
  - b) Publicity campaign around "Do Not Litter"?
  - c) Involve schools in cleanup?

**#3: Vacant Buildings**

Can anything be done to ensure that the owners of vacant buildings do not let them become unsightly? (eg. former Bonnie Blue has mattresses stacked which are visible from the street, former Video store paint is peeling, etc.)

**#4: Banners on Lap Building**

The current banners have become faded and the paint is peeling off the building. This is the first impression that tourists have of our community. Can we look at applying for funding to replace them?

**#5: East and West entries to Town**

Can anything be done to improve the visual appearance of our two entry points? Could businesses be encouraged to build barriers/fences to make entries more visually attractive? (eg. Belluz Concrete, Lakeview Trailer Park, etc.).



Faye Flatt, Municipal Planner  
807-274-5323 ext. 275  
fflatt@fort-frances.com



Mark McCaig, CAO  
807-274-5323 ext 234  
mccaig@fort-frances.com

# FORTFRANCES

## BOUNDLESS

The Town of Fort Frances is proud to offer the lots in the Huffman Court/Williams Avenue subdivision for sale and thanks you for your interest.

In this package you will find information that will assist you in determining which lot best suits your needs and to answer some questions you may have while planning the construction of your new home. In the following pages you will find:

- a detailed site plan showing the price, location, dimensions and address of each lot as well as the approximate location of infrastructure and other issues of interest and a conversion chart for metric measurements;
- Excerpts from Zoning By-Law 3/14 of applicable zoning regulations such as the minimum distance your house or garage must be from the property lines and the maximum lot coverage allowed;
- A Building Permit and Associated Fees ~ shows fees and how they are calculated;
- Contact information for Staff and others
- A copy of the Agreement of Purchase and Sale that you can take to your lawyer when you are ready to buy the lot.

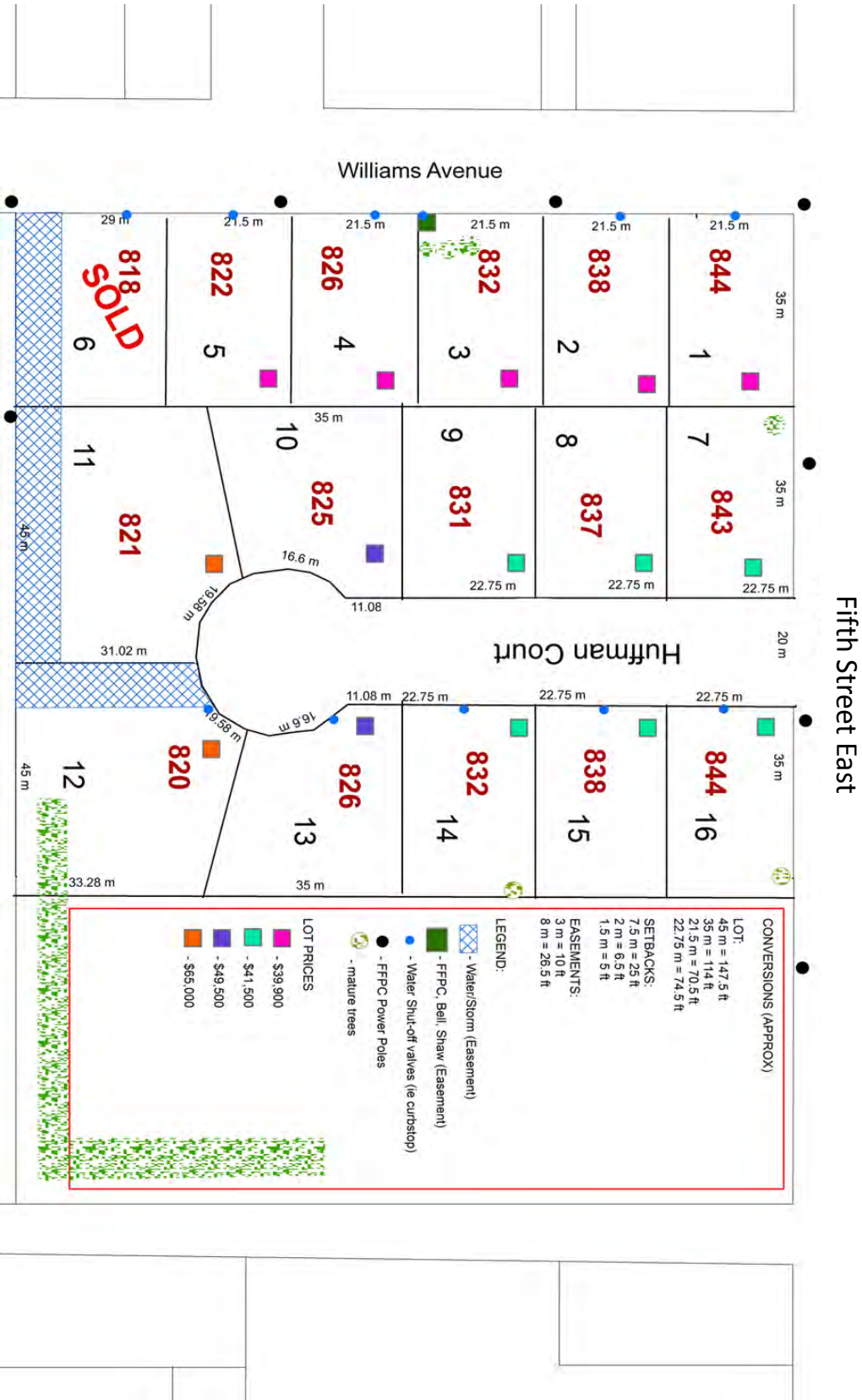
As the lead marketing contact for the subdivision, I invite you to contact either the CAO or myself if you have any questions or if you want to move forward with a lot purchase. Our contact information is shown above.

Sincerely,

A handwritten signature in blue ink that reads 'Faye Flatt'.

Faye Flatt, AMCT, ACST, CPT  
Municipal Planner

TOWN OF FORT FRANCES  
HUFFMAN COURT/WILLIAMS AVENUE SUBDIVISION



## ZONING BY-LAW 3/14

### 4.4 RESIDENTIAL TYPE ONE (R1) ZONE

No **person** shall within a Residential Type One (R1) **Zone**, **use** any land or **erect**, alter or **use** any **building** or **structure** except in accordance with the following:

#### 4.4.1 Permitted Uses

- a) single detached dwelling
- b) home occupation
- c) group home
- d) community garden

#### 4.4.2 Regulations for Permitted Uses

- a) Minimum **Lot Area** 460 m<sup>2</sup>
- b) Minimum **Lot Frontage** 15 m
- c) Minimum Yard Requirements
  - Front Yard 7.5 m
  - Interior Side Yard 1.5 m
  - Exterior Side Yard 3.0 m
  - Rear Yard 7.5 m
- d) Maximum **Lot Coverage** 40%
- e) Minimum **Landscaped Open Space** 20%
- f) Maximum Height of Building 12 m
- g) Minimum Floor Area 79 m<sup>2</sup>
- h) Minimum Ground Floor Area - as per amendment 8/98-W
  - one storey dwelling 139.35 m<sup>2</sup>
  - two storey dwelling 116.13 m<sup>2</sup>

**Building Permit & Associated Fees**

There are other components associated with the construction of a new residential dwelling and in addition to the cost of the building permit itself, there is a cost to each of those components. Each component is set out below with a brief summary of how the fees are calculated for each. The following are the 2014 fees inclusive of applicable taxes.

- 1. Construction – per square foot
  - Main Floor .....\$0.80 per ft<sup>2</sup>
  - Each Additional Floor .....\$0.40 per ft<sup>2</sup>
  - Basement/Crawlspace .....\$0.64 per ft<sup>2</sup>
  - Uncovered Decks .....\$0.25 per ft<sup>2</sup>
  - Covered Decks Detached Garages .....\$0.40 per ft<sup>2</sup>
  
- 2. Plumbing Inspection .....\$10.90 per fixture  
The fee for plumbing inspection is calculated on each fixture. A fixture is defined as any water-using appliance that is connected to a drain. Examples of fixtures are faucets, showers, dishwasher, etc.
  
- 3. Grading Set .....\$122.62 per structure  
Setting of finished grade by the Operations & Facilities Division is a requirement of construction of a new structure.
  
- 4. Services Connection Inspection ..... \$42.50 per inspection
  
- 5. Services Activation Fee .....\$42.50 per activation

## Contact Information

### TOWN STAFF

Issues of Interest / Questions relating to:	Name	Position / Department	Phone (274- 5323)	Email
- Lot sales	Mark McCaig	Administrator	ext. 234	mmccaig@fort-frances.com
- Lot sales and promotion	Faye Flatt	Municipal Planner	ext. 275	fflatt@fort-frances.com
- Zoning (setbacks, lot coverage, etc.)	Travis Rob	Chief Building Official	ext 252	trob@fort-frances.com
- building - servicing (on lot)	Tara Rajala	Tax Administrator	Ext241	trajala@fort-frances.com
- general taxation - assessments	Doug Herr	Public Works Environmental & Facilities Superintendent	Ext 303 or 274-9893	dherr@fort-frances.com
- servicing (to lot)	Doug Brown	Public Works Manager	Ext 306 or 274-9893	dbrown@fort-frances.com
- municipal services	Milt Strachan	Transportation Superintendent	Ext 302 or 274-9893	mstrachan@fort-frances.com
- driveway crossings	Arlene Byrnes Patrick Briere	By-Law Enforcement	Ext 253 Ext 255	abyrnes@fort-frances.com pbriere@fort-frances.com
- fences (height, type, location, etc)	Heather Hatch	Utilities Department	Ext 249	hhatch@fort-frances.com
- utilities (connections, etc.)				

### OTHERS:

Area of Interest	Companies	Phone	Website
Assessment and taxation	Municipal Property Assessment Corporation	1 866 296-6722 (Thunder Bay) 274-3284 (local)	www.mpac.ca
	Fort Frances Power Corporation	274-9291	http://ffpc.fort-frances.com/
Utility Companies	Electrical Safety Authority	1-877-372-7233	http://www.esasafe.com
	Union Gas	1-800-571-8446 (general) 807-345-1735 (Thunder Bay)	www.uniongas.com
	Saulteaux Engineering Consultants	274-7114	http://www.sceinc.ca/
Design Consultants	George Glowasky Country Classic Home Designs	274-6264	http://www.countryclassichomedesigns.com/
	Frank Berg	275-8411	



# TOWN OF FORT FRANCES RESIDENTIAL LOTS FOR SALE

The Town of Fort Frances is offering for sale 16 prime oversized residential lots within a new subdivision proposed on the previous Huffman School property.

6 of the lots have frontage on Williams Avenue and 10 have frontage on a cul-de-sac to be constructed off of Fifth Street East.

Prices of the lots have been finalized and adjusted for marketability and are being offered for sale “over the counter” on a first-come, first-served basis.

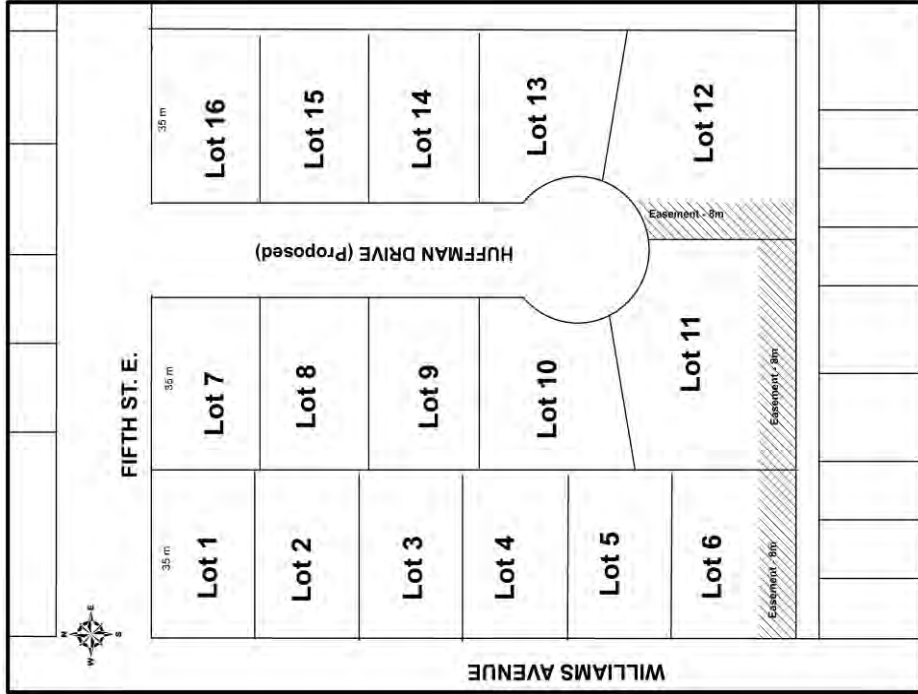
The lots will be fully serviced with water, sewer, power and natural gas and building permit ready Fall 2013. Curb, gutter and paving are proposed for 2014 and is included in the price.

To reserve a new lot, a 10% deposit is being accepted. Once the lots are completed the sale will be completed within 45 days. The purchaser will have five building seasons to construct.

LOT	PRICE	FRONTAGE	SQ. M.
1, 2, 3, 4 & 5	\$39,900.00	21.5	752.5
6	\$45,500.00	29.05	1016.75
7, 8 & 9	\$41,500.00	22.75	796.25
10	\$49,500.00	IRREG	1040
11 & 12	\$65,000.00	IRREG	1697
13	\$49,500.00	IRREG	1040
14, 15 & 16	\$41,500.00	22.75	796.25

Please note Lots 6, 11 and 12 are subject to services easement as shown. Prices above do not include HST.

For more information contact: Faye Flatt, Municipal Planner  
(807) 274-5323 ext. 275  
fflatt@fort-frances.com





TOWN OF FORT FRANCES  
BY-LAW NO 27/14  
SCHEDULE B

## Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this ..... day of ....., 20.....

**BUYER**, ..... agrees to purchase from  
(Full legal names of all Buyers)

**SELLER, THE CORPORATION OF THE TOWN OF FORT FRANCES** (the "Seller", or the "Town")....., the following **REAL PROPERTY**:

Address .....

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

in the **TOWN OF FORT FRANCES** .....

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

and legally described as .....

..... (the "property").  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** .....

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

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

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

### TOWN OF FORT FRANCES

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

**Buyer agrees to pay the balance of the Purchase Price to the Seller on the completion date subject to any increase or decrease by virtue of adjustments (if any).**

**SCHEDULE(S)** ..... **A** ..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by..... until.....on  
(Seller/Buyer)  
the ..... day of ....., 20....., after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of ....., 20..... (the "completion date" or the "closing date"). Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):**



**INITIALS OF SELLER(S):**



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.: .....807-274-8479..... Fax No.: .....  
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: .....fblatt@fort-frances.com..... Email Address: .....  
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....

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:** .....

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

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. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of ....., 20..... (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, that its present use ( ..... ) 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.

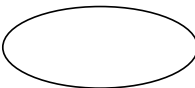
**INITIALS OF BUYER(S):**  **INITIALS OF SELLER(S):** 

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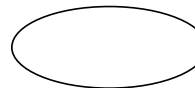


10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing 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 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 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 L.4 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 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:** 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. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990 and any amendments thereto.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller 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 Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 and any amendments thereto unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

**INITIALS OF BUYER(S):**



**INITIALS OF SELLER(S):**



- 25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
- 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 WITNESS whereof I have hereunto set my hand and seal:

in the presence of:

_____	_____	✳ DATE _____
(Witness)	(Buyer)	(Seal)
_____	_____	✳ DATE _____
(Witness)	(Buyer)	(Seal)

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 WITNESS whereof I have hereunto set my hand and seal:

in the presence of:

The Corporation of the Town of Fort Frances

_____	per: _____	✳ DATE _____
(Witness)	R. Avis, Mayor	(Seal)
_____	per: _____	✳ DATE _____
(Witness)	***, Clerk	(Seal)

We have authority to bind the corporation.

**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 ..... a.m./p.m. this ..... day of ....., 20..... .

\_\_\_\_\_  
(Signature of Seller or Buyer)

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

**INFORMATION ON BROKERAGE(S)**

Listing Brokerage .....  
Phone ..... Fax .....  
Co-operating/Buyer Brokerage .....  
Phone ..... Fax .....

**ACKNOWLEDGEMENT**

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

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.

..... DATE .....  
(Seller)  
  
..... DATE .....  
(Seller)  
  
Address for Service: .....  
.....Phone .....  
  
Seller's Lawyer .....  
  
Address .....  
  
.....  
Phone Fax

..... DATE .....  
(Buyer)  
  
..... DATE .....  
(Buyer)  
  
Address for Service: .....  
.....Phone .....  
  
Buyer's Lawyer .....  
  
Address.....  
  
.....  
Phone Fax

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**

**Schedule A**  
**Agreement of Purchase and Sale**

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

**BUYER,** ....., and  
**SELLER, THE CORPORATION OF THE TOWN OF FORT FRANCES** .....

for the purchase and sale of .....

Agreement of Purchase and Sale dated .....

1. Notwithstanding anything contained in this Agreement, the Buyer shall:
  - (a) remove and deposit, or cause to be removed and deposited, to and at a location on or adjacent to the development area as may be directed by the Town, all excavated earth material of and from the property considered by the Town to be excess and not required to bring the grade of the property to the grade set or established by the Town;
  - (b) on or before a date which is 5 years from the completion date, complete the construction, in and on the property, of a single family detached residential dwelling (the "Single Family Dwelling"), and:
    - ii. be in receipt of an Occupancy Permit, issued by the Town pursuant to Section 1.1.3 of O' Reg. 350/06 of the Ontario Building Code; and
    - iii. which Single Family Dwelling shall otherwise comply with the minimum size and other requirements of the Town's zoning bylaw; and
2. If the Buyer fails to fulfill the Buyer's obligations as set out in paragraph 1(b) of this Schedule A, then, notwithstanding the transfer of the property to the Buyer or otherwise, and in addition to any other rights and/or remedies of or available to the Town and whether by law, statute, equity, or otherwise, it is understood and agreed that the Buyer shall, within 90 days of receiving notice from the Town to do so, transfer ("Transfer"), at no cost or expense to the Town, the property to the Town free and clear of all registered charges, liens and encumbrances whatsoever except for any charges or encumbrances registered by or in favour of the Town.

The Buyer and the Town agree that no monies whatsoever shall or need be paid by the Town to the Buyer for or in respect of such Transfer of the property to the Town, whether because of any work and/or improvements and/or otherwise (collectively referred to as "Improvements") done or made by the Buyer or anyone else in or to the property or otherwise. Neither any Improvements nor any cost or expense therefore and/or otherwise shall be nor need be paid and/or reimbursed by the Town to the Buyer or otherwise; all Improvements shall be forfeited to, and be and become the property of the Town upon the Transfer of the property to the Town without any compensation or otherwise for or in respect thereof to the Buyer and/or anyone else.

3. The covenants contained herein shall run with the property, and bind the property and the Buyer for the benefit of the lands and premises of the Town.

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

4. It is covenanted and agreed by and between the parties that, notwithstanding anything contained in this Agreement, any and all conditions, covenants, agreements, and otherwise of the Buyer contained in this Agreement (including, without limitation, in Schedule A, and/or in any documents to be delivered by the Buyer on closing), shall not merge in the closing of the purchase and sale transaction contemplated herein, nor in the conveyance of ownership of the property by the Seller, but shall remain in full force and effect subsequent to the completion date.

**Applies to Lots 1 to 6 and 12 to 16**

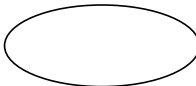
5. The Buyer acknowledges the water line/shut off valve may be located within .6 m from the front lot line of the property.

**Applies to Lots 6, 11 and 12**


6. It is acknowledged and agreed by the Buyer that the transfer of the property to the Buyer on closing shall contain and be subject to a reservation of easement in favour of the Seller in the form attached hereto as Schedule A-1, and that the property which is affected by and subject to such reservation of easement are those lands currently designated as Part 2 on Plan 48R-4374 (re Lot 12); Part 3 on Plan 48R-4374 (re Lot 11); and Part 4 Plan 48R-4374 (re Lot 6).

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

**INITIALS OF BUYER(S):**



**INITIALS OF SELLER(S):**



**SCHEDULE A-1  
TO SCHEDULE A  
TO AGREEMENT OF PURCHASE AND SALE**

**RESERVATION OF EASEMENT IN GROSS**

RESERVING unto the Transferor, its successors and assigns, the perpetual rights, easements, rights of way, covenants, agreements, and privileges as herein set out in, through, under, over, across, along and upon [legal description of lands which are subject to the easement] (the "Easement Lands"):

1. to lay down, construct, erect, maintain, operate, inspect, repair, replace, relocate, upgrade, reconstruct and/or remove at any time and from time to time, storm sewer(s), sanitary sewer(s), watermain(s), drains water supply, and/or service line(s), and including without limitation, all lines, pipes, anchors, maintenance holes, accesses, hydrants, service boxes, conduits, fixtures, equipment, braces, catch basins, and/or appurtenances thereto and/or associated material and equipment (all or any of which works are herein call the "Facilities");
2. to enter on, to exit from and to pass and repass at any and all times, free and unimpeded, in, over, along, upon, across, through, and under the Easement Lands, for and/or by the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material, and equipment of all purposes;
3. to conduct engineering, legal, and other surveys in, on and over the Easement Lands; and
4. the right to remove, clear, trim, sever, and fell any obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities.

THE TRANSFEROR shall be responsible for any damage caused at any time by its agents or employees to the Easement Lands. When practical, the Transferor, after any of its activities, shall restore the Easement Lands appropriately. The subsequent maintenance of the Easement Lands shall be the responsibility of the Transferee.

THE TRANSFEE shall, subject hereto, have the right to fully use and enjoy the Easement Lands provided that without the prior written consent of the Transferor, such consent not be unreasonably withheld:

- (a) the Transferee shall not place any buildings or other structures or dig, drill, pave, excavate in, on, and/or within the Easement Lands; and
- (b) no fill shall be deposited or removed from the Easement Lands, nor shall anything be done by the Transferee which might injure or damage the works or render more costly the restoration of the Easement Lands.

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**