

Tuesday, December 3, 2013, 4:30 pm.
City Hall, Council Chambers

| <u>Committee Members</u> | <u>Areas of Responsibility</u> | |
|-----------------------------|--------------------------------|----------------------|
| Councillor M. McFall, Chair | Economic Development | Economic Development |
| Councillor D. Beatty | Planning | Advisory Team |
| Councillor M. Kalivas | Chamber of Commerce | Museum Board |
| Councillor D. LeSueur | DBIA | Library Board |
| Mayor D. Henderson, | Heritage Brockville | Arts Centre |
| Ex-Officio | | Tourism |

COMMITTEE AGENDA

DELEGATION(S) AND PRESENTATION(S)

- 3 - 9 1. CARP - Age Friendly Designation
 (Dawn Edgley)

Nil

STAFF REPORTS

- 10 - 13 1. 2013-141-12
Festival and Events Co-ordinator

THAT the Economic Development and Planning Committee recommend to Council the establishment of a festival and events reserve account being \$115,000 +1- surplus generated from profit of the Tall Ships Festival- 1812 Tour, and further;

THAT the City enter into a three year contractual agreement with the Brockville and District Chamber of Commerce/Tourism Office for a Festival and Event Coordinator position with terms and conditions to be presented to Council at a later date for ratification.

Economic Development and Planning Committee
December 3, 2013

14 - 26

2. 2013-097-09
Revised Policy
City Property Transactions

THAT the Economic Development and Planning Committee recommend to Council the endorsement on the revised policy of the process associated with City property transactions inclusive of the revised Purchase of Sale Agreement.

Note: This matter was referred to this meeting from the September 3rd meeting to permit revisions to the form as per the Committees comments. Please refer to the revised Property Term Sheet attached.

NEW BUSINESS - REPORT FROM MEMBERS OF COUNCIL

Nil

CONSENT AGENDA

MOTION TO MOVE INTO CLOSED SESSION (immediately following the regular meeting)

THAT pursuant to *Municipal Act*, 2001, Section 239 Sub. 2(c), Committee resolve itself into Closed Session to consider:

1. a proposed or pending acquisition or deposition of land by the municipality or local board.

ADJOURNMENT

THAT the Economic Development and Planning Committee adjourned its meeting until the next regular meeting scheduled for January 7, 2014.



WHAT IS AN AGE FRIENDLY COMMUNITY?

An Age Friendly Community (AFC), as conceived by the World Health organization (WHO) has SERVICES, POLICIES, STRUCTURES and ENVIRONMENTS that enhance the quality of life for people as they age by addressing their needs and ensuring that they remain engaged in every aspect of civic life.

1. OUTDOOR SPACES & BUILDINGS
2. TRANSPORTATION
3. HOUSING
4. RESPECT & SOCIAL INCLUSION
5. SOCIAL PARTICIPATION
6. COMMUNICATION & INFORMATION
7. CIVIC PARTICIPATION EMPLOYMENT
8. COMMUNITY SUPPORT AND HEALTH SERVICES

Age Friendly Communities are designed to meet the needs of citizens of all ages by identifying



WHAT DOES AN AGE FRIENDLY COMMUNITY LOOK LIKE

In an age-friendly community:

- ▶ outdoor areas and public buildings are pleasant, safe and accessible.
- ▶ housing is affordable, safe and well designed for seniors.
- ▶ roads and walkways are accessible and kept in good shape.
- ▶ public transportation is affordable and accessible.
- ▶ neighbourhoods are safe.
- ▶ relationships are respectful.
- ▶ health and community support services are available.
- ▶ opportunities for seniors to be socially active exist.
- ▶ seniors can take part in volunteer, political and employment positions.
- ▶ information is easy to find and easy to understand.



AGE FRIENDLY COMMUNITIES

A number of jurisdictions have begun investing in the AFC initiatives to enable older people to live active, safe and meaningful lives.

| | | |
|-------------------|--------------------|-----------------|
| BRANTFORD | LONDON | WATERLOO |
| CAMBRIDGE | OTTAWA | NIAGARA |
| DRYDEN | KINGSTON | WINDSOR |
| HALIBURTON | THUNDER BAY | |
| HAMILTON | TORONTO | |

WHY IS THIS IMPORTANT?

- BY 2036 THE NUMBER OF SENIORS IN ONTARIO WILL DOUBLE
 - FOCUS ON 40 TODAY - In 2036 those 40 today will be 63 years of age
- BY 2017, FOR THE FIRST TIME, ONTARIO WILL BE HOME TO MORE PEOPLE OVER 65 THAN CHILDREN UNDER 15
- PEOPLE ARE LIVING LONGER THAN EVER BEFORE
- THE EFFECT OF AGING ON OUR SOCIETY WILL BE PROFOUND
- THE MAIN CONCERNS ARE THE IMPACT ON THE FUTURE PROVISION OF HEALTH AND SOCIAL SERVICES



COMMUNITY ← → HEALTH

- Our healthcare system cannot meet the growing demands and the future of our healthcare system is unknown. The fiscal pressure for all governments in Canada are significant and show little sign of improving for some time. Major changes must happen.
- Greater demands will be placed on health care and social support services within the home and community

HEALTH = WEALTH

THE PHYSICAL HEALTH OF INDIVIDUALS IS REFLECTIVE OF THE COMMUNITY IN WHICH THEY LIVE .

Healthy seniors need less health care. The amount of health care services seniors will use is largely driven by the number of chronic conditions they have, not their age.

KEY FACTORS FOR A HEALTHY COMMUNITY

Income, Social Status, Social Support Networks, Education, Employment, Working Conditions, Social Environments, Physical Environments, Personal Health Practices, Health Services, Culture

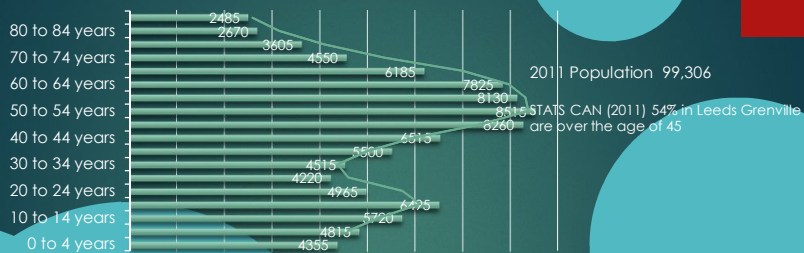
The World Health Organization defines the social determinants of health as the circumstances in which people are

BORN, GROW UP, LIVE, WORK AND AGE, AND SYSTEMS PUT IN PLACE TO DEAL WITH ILLNESS

These circumstances are, in turn, are shaped by a wider set of forces including

ECONOMICS, SOCIAL POLICIES AND POLITICS

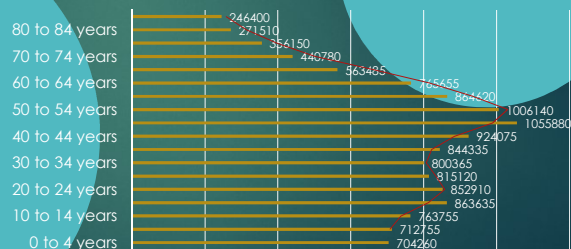
Census Profile 2011 Leeds Grenville



CENSUS PROFILE 2011 ONTARIO

2011 Population 12,858,121

STATS CAN (2011) 43% in Leeds Grenville are over 45 years



BENEFITS

OLDER PEOPLE
NON-PROFIT ORGANIZATIONS
BUSINESSES
ECONOMIC DEVELOPMENT
TOURISM
RELOCATION INITIATIVES
COMMUNITY INVESTMENT

A RECIPE FOR SUCCESS

EAT LOCAL
Farmers
Market

Accessibility
Committee

Cycling
Committee

Lifestyle
Committee

HEALTHY
COMMUNITIES

+

SAFE
COMMUNITIES

+

YOUTH FRIENDLY
COMMUNITIES

=

AGE FRIENDLY
COMMUNITIES

HOUSING
COMMUNITY SUPPORT
SOCIAL PARTICIPATION

TRANSPORTATION
HEALTH SERVICES
OUTDOOR SPACES AND BUILDINGS

SOCIAL INCLUSION
HEALTH SERVICES
OUTDOOR SPACES AND BUILDINGS

New Committee? An Active Aging Policy

Most sustainable improvements in community occur when citizens discover their own power to act...when citizens stop waiting for professionals or elected leadership to do something, and decide they can reclaim what they have delegated to others.

(Peter Block, Community: The Structure of Belonging, 2008)

NEXT STEPS

- ▶ ASSESS CURRENT RESOURCES AND STRENGTHS
- ▶ STEERING COMMITTEE
- ▶ COUNCIL PRESENTATION
- ▶ SURVEY MONKEY (Haliburton Survey)

November 25, 2013

**REPORT TO ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE –
December 3, 2013**

2013-141-12

FESTIVAL & EVENTS COORDINATOR

DAVID C. PAUL

DIRECTOR OF ECONOMIC DEVELOPMENT AND TOURISM

RECOMMENDATION

THAT the Economic Development and Planning Committee recommend to Council the establishment of a festival and events reserve account being \$115,000 +/- surplus generated from profit of the Tall Ships Festival- 1812 Tour, and further;

THAT the City enter into a three year contractual agreement with the Brockville and District Chamber of Commerce/Tourism Office for a Festival and Event Coordinator position with terms and conditions to be presented to Council at a later date for ratification.

PURPOSE

To provide supplementary financial assistance to the Brockville and District Chamber of Commerce/Brockville Tourism Office to enable the Chamber to create a designated Festival and Events Coordinator for the facilitation on all existing festivals and special events and the potential introduction of another signature festival for the community.

BACKGROUND

- The Tall Ships 1812 Tour, First Port of Call Brockville, generated a financial surplus of approximately \$115,000 + during this year's June 2013 weekend.
- The Tall Ships Festival Committee responsible for this successful venue have publically expressed to the Council and community the desire for a new position to facilitate both existing and future festivals and special events for Brockville.
- There is no intent to currently host another Tall Ships festival, and further, the touring of tall ships occur on a cycle of 3 to 5 years as organized by Tall Ships America.
- The subject recommendation would enable all current and future festivals and special events to secure qualified coordination and guidance on hosting for their events.

- Most festivals/events rely heavily on volunteers who often suffer “burn out”, and as such, the constant recruitment by charities and special interest groups seeking new personnel.
- Several Ontario communities of similar population already provide this support function as noted on the Attachment A.
- The contracting of such a position as an extension of the existing Tourism Service Agreement between the City and the Brockville & District Chamber of Commerce/Tourism Office is a logical option based on the success and experience documented by the Chamber on both market promotion, visitor services and hosting of several special events.
- The Chamber of Commerce is aware of the recommendation and is favourably disposed to provide this supplementary service.
- The Chamber will provide any additional salary and benefits necessary to secure a qualified candidate and commit to the three year term.
- A full job description including the negotiated final terms will be presented to Council prior to ratification.


Attachment A


Survey of Communities with Festival and Event Coordinators

FINANCIAL CONSIDERATION

There currently are surplus revenues of approximately \$104,000 in the Tall Ships account with an additional final \$15,000 final payment forthcoming from the Provincial Government. The estimate after final adjustments will leave a balance of approximately \$115,000.



D. Paul
Director of Economic Development

D. Dick, CA
Director of Corporate Services

B. Casselman
City Manager

| Status | Type | Population 2011 | FEO Member Festivals & Events Ont. | Event Coordinator working for City/BIA/Chamber |
|----------------------------------|-------------|----------------------------|-------------------------------------------------------|---------------------------------------------------------------|
| Amherstburg | Town | 21,748 | | |
| Bracebridge | Town | 15,652 | Yes | No |
| Bradford West Gwillimbury | Town | 24,039 | | |
| Brockville | City | 21,957 | Yes | Considering hiring Event Staff |
| Cobourg | Town | 18,210 | Yes | Yes – Event Coordinator under Municipality |
| Collingwood | Town | 17,290 | Yes | Yes – Event Coordinator - Municipal |
| Elliot Lake | City | 11,549 | | |
| Erin | Town | 11,148 | | |
| Essex | Town | 20,032 | Yes | No |
| Grimsby | Town | 23,937 | Yes | No |
| Huntsville | Town | 18,280 | | |
| Ingersoll | Town | 11,760 | | |
| Innisfil (Alcona-Lefroy-Gilford) | Town | 31,175 | | |
| Kingsville | Town | 20,908 | | |
| LaSalle | Town | 27,652 | | |
| Leamington | Town | 28,833 | Yes | Yes – Supervisor of Marketing & Special Events - Municipal |
| Lincoln (Beamsville) | Town | 21,722 | | |
| Napanee (Greater Napanee) | Town | 15,400 | | |
| Orangeville | Town | 26,925 | Yes | Yes – 150 th Event Coordinator - Municipal |
| Orillia | City | 30,259 | Yes | Yes – Manager of Special Projects - Municipal |

2013-141-12 - Report to EDP - Festival Events Coordinator Appendix A

| | | | | |
|----------------------------------------------|------|--------|-----|--------------------------------------------|
| Owen Sound | City | 21,753 | Yes | Yes – City |
| Pelham | Town | 16,155 | | |
| Pembroke | City | 13,930 | Yes | No |
| Petawawa | Town | 14,651 | | |
| Port Colborne | City | 18,599 | Yes | Yes – 2 Municipal Event Coordinators |
| Port Hope | Town | 16,390 | Yes | Yes - Chamber |
| Prince Edward (Picton) | City | 25,496 | | |
| Saugeen Shores (Port Elgin-Southampton) | Town | 11,720 | Yes | Yes - Chamber |
| Tecumseh | Town | 24,224 | Yes | Yes – Manager of Recreation/Event Services |
| Temiskaming Shores (Haileybury-New Liskeard) | City | 10,442 | Yes | No |
| Thorold | City | 18,224 | | |
| Tillsonburg | Town | 14,822 | | |
| Whitchurch-Stouffville | Town | 24,390 | | |

August 29, 2013

**REPORT TO ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE –
September 3, 2013**

2013-097-09

REVISED POLICY - CITY PROPERTY TRANSACTIONS

DAVID C. PAUL

DIRECTOR OF ECONOMIC DEVELOPMENT AND TOURISM

RECOMMENDATION

THAT the Economic Development and Planning Committee recommend to Council the endorsement on the revised policy of the process associated with City property transactions inclusive of the revised Purchase of Sale Agreement.

BACKGROUND

City Property Transactions- Revised Internal Process Policy

Transactions That Comply With City Zoning

1. Economic Development Office (EDO) and purchaser agree to all conditions and covenants associated with the sale/acquisition transaction. The economic development office will secure completed Form A (note attachment) confirming details including seller/purchaser's solicitor and proposed date of closure. Any changes in covenants will require Council approval. Often there are minor changes to the covenants to reflect the nature of the specific industrial development.
2. EDO receives formal agreement of sale from purchaser encompassing points of agreement in **Attachment A**, including deposit of a minimum of \$1000.00. Copy of agreement forwarded to City solicitor to ensure conformity to negotiated agreement and offer advice if required to protect interest of City.
3. EDO presents property transaction recommendation to the Economic Development Planning committee at an closed meeting. City Solicitor may attend depending on complexity of the subject proposed project. Copy of property transaction form circulated to Clerk, Lawyer and City Manager.
4. EDO advises the seller/purchaser in two days following EDP meeting on the acceptance/denial/changes to the earlier agreed recommendation. EDO will confirm agreement with the client prior to the final submission to council for ratification.

5. EDP recommendation on property presented to closed council meeting for ratification and assuming no changes to the document, proceed to open council for bylaw approval at next Council meeting.
6. EDO advises client the following day after a council meeting on the outcome of the recommendation and forwards the letter with attached directive the same day noting outcome and point of contact being the clerk's office for processing.
7. Clerk's office will respond to Purchasers within two working days following the council meeting acknowledging the transaction and ensuring that all documentation is forwarded to the City Solicitor's office by Friday.
8. The City Solicitor to initiate the process for closure within five working days of council ratification.

Transactions That Do Not Comply With City Zoning

1. The EDO will introduce project concept for review with City Manager, the Planning Department and City Solicitor and copy to all city departments on potential impacts, process and additional research or peer review required prior to introduction to EDP at closed meeting.
2. City may wish to securing external review or research necessary to validate the appropriateness of the proposed project for the community and the alignment to the community's strategic direction. Costing of such reviews to be negotiated with purchaser pending the level and extent of the required assessment.
3. EDO will communicate in a timely manner response to the additional requirements to ensure business speed considerations to client's proposed acquisition and development.
4. EDO introduces proposed transaction to EDP at closed meeting with participation of both Planning and City Solicitor pending on the complexity of the project.
5. Pending favourable consideration by EDP, the process will continue as per the standard city property transaction process with the exception of the required planning and rezoning requirements for public notice and statutory meetings.
6. The revised covenant will provide the necessary protection for the Council on the rezoning being considerate of the public inputs and additional assessment as part of the process.

FINANCIAL CONSIDERATION

There is no direct costing associated with the current recommendation.

D. Paul
Director of Economic Development



D. Dick, CA
Director of Corporate Services



B. Casselman
City Manager



**The Corporation of the
City of Brockville**

Property Transaction

BUYER:

Full legal name(s) of Buyer(s)

Address

Telephone Number:

Buyer's Solicitor /name, address and phone number

**REAL PROPERTY:
(the "property")**

Address

(Legal description of land including easements not described elsewhere)

PIN #

ESTIMATED NUMBER OF ACRES:

..... Acres

(The exact acreage shall be determined upon completion of the survey.)

PRICE (PER ACRE): dollars (CDN\$) per acre

PURCHASE PRICE: dollars (CDN\$)

DEPOSIT: dollars (CDN\$)

The deposit to be held in trust without interest pending completion or termination of an Agreement of Purchase and Sale by the Solicitor for the City of Brockville and to be credited toward the Purchase Price on completion.

IRREVOCABILITY: This Offer shall be irrevocable by Buyer until a.m./p.m. on 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.

COMPLETION DATE: The Agreement of Purchase and Sale be completed by no later than 4:30 p.m. on the day of, 20,

GST: This transaction is subject to Harmonized Sales Tax (H.S.T.), and shall be in addition to the Purchase Price.

TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the day of, 20, (Requisition Date) to examine the title to the property at his own expense.

INITIALS OF BUYER(S):

○

INITIALS OF SELLER:

○

City of Brockville
Property Transaction

BUYER:

In addition to the standard conditions applicable to the Ontario Real Estate Associations Agreement of Purchase and Sale, the Buyer hereby agrees to the following additional conditions, where indicated by initialing, to be included on Schedule A to the Agreement of Purchase and Sale to be prepared by the Solicitor for the City of Brockville;

1. The Seller takes no responsibility for the soils, drainage or requirement for fill to meet the requirements of the Seller for its permitted uses or to comply with any statute or by-law either municipal, provincial or federal. Further the Seller takes no responsibility for the actual existence of rights-of-way, ditches, underground streams, gas lines, pipelines, of any kind whatsoever or for the necessity to move or replace any of the foregoing or to fill them or otherwise deal with them. The costs related to the foregoing or the need for the foregoing or the providing of any services whatsoever to the site unless otherwise specifically referred to herein shall be borne by the Buyer.

Schedule A, Clause 1
Initials of Buyer

2. The Buyer or his/her/its Agent warrants that the lands are being purchased for his/her/its own use for industrial purposes and not for speculative purposes.

Schedule A, Clause 2
Initials of Buyer

3. The Seller agrees to secure and provide at the expense of the Buyer, a registrable description and three (3) copies of a plan of survey of the said parcel prepared by an Ontario Land Surveyor. The description and plan shall show the acreage of the parcel to three (3) decimal points and the purchase price herein shall be calculated on the basis of such acreage.

Schedule A, Clause 3
Initials of Buyer

4. The deed shall be prepared and registered by the Buyer at his own expense.

Schedule A, Clause 4
Initials of Buyer

5. The Buyer shall ensure that the gross floor area of the building(s) to be constructed on the subject lands within one (1) year of the date of closing comprises at least twenty-five percent (25%) of the developable area of the subject lands.

Schedule A, Clause 5.....

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

6. The Buyer agrees that the Seller shall have the right to repurchase the property at ninety percent (90%) of the original purchase price within one (1) year of the date of closing and at eighty percent (80%) of the original purchase price within two (2) years from the date of closing should a development project not proceed.

The Buyer shall forthwith re-convey the subject lands to the Seller free and clear of all encumbrances, including all mortgages and liens. The Buyer shall secure and register such Discharges and Releases as are required at his own expense and shall forthwith deliver vacant possession of the subject lands to the Seller.

This right and option shall be exercised by letter delivered personally or by registered mail by the Seller to the Buyer after the expiration of the one (1) year or two (2) year period.

Schedule A, Clause 6
Initials of Buyer

7. The Buyer agrees that the Seller shall have first right of refusal to repurchase any surplus vacant portion of the property at market value for a period of three (3) years from the date of closing, prior to the Buyer offering such surplus vacant portion of the property to any other persons.

The Buyer shall forthwith re-convey the subject lands to the Seller free and clear of all encumbrances, including all mortgages and liens. The Buyer shall secure and register such Discharges and Releases as are required at his own expense and shall forthwith deliver vacant possession of the subject lands to the Seller.

This right and option shall be exercised by letter delivered personally or by registered mail by the Seller to the Buyer after the expiration of the three (3) year period.

Schedule A, Clause 7

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

Initials of Buyer

8. The Buyer covenants and agrees that the following restrictions and covenants shall apply to and be binding upon the Buyer, his or its heirs, executors, administrators, successors, and assigns and subject to the provision of this paragraph contained, the said restrictions and covenants shall run with the land.

Schedule A, Clause 8
Initials of Buyer

9. The parties acknowledge that if rezoning is required the Agreement of Purchase and Sale is conditional upon the rezoning of subject lands. The City can use its unfettered discretion to approve or not approve the rezoning of the subject lands.

Schedule A, Clause 9

By signing this document the Buyer hereby agrees that conditions as agreed upon in this document shall be included in the Agreement of Purchase and Sale to be prepared by the Solicitor for the Corporation of the City of Brockville.

IN WITNESS WHEREOF the Buyer has hereunto set its hand and seal this _____ day of _____, 20 ____.

SIGNED, SEALED AND DELIVERED
In the presence of

Buyer:

)
)
)
)
)

Per: _____

Per: _____

The Corporation of the City of Brockville

Per: _____

David C. Paul
Director of Economic Development

City of Brockville
Property Transaction

BUYER:

INITIALS OF BUYER(S):



INITIALS OF SELLER:





The Corporation of the
City of Brockville

Property Term Sheet

BUYER:

Full legal name(s) of Buyer(s)

Address

Telephone Number:

Buyer's Solicitor

REAL PROPERTY:
(the "property")

Address

(Legal description of land including easements not described elsewhere)

ESTIMATED NUMBER OF ACRES:

..... Acres

(The exact acreage shall be determined upon completion of the survey.)

PRICE (PER ACRE): dollars (CDN\$) per acre

PURCHASE PRICE: dollars (CDN\$)

DEPOSIT: dollars (CDN\$)

The deposit to be held in trust without interest pending completion or termination of an Agreement of Purchase and Sale by the Solicitor for the City of Brockville and to be credited toward the Purchase Price on completion.

IRREVOCABILITY: This Offer shall be irrevocable by Buyer until a.m./p.m. on 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.

COMPLETION DATE: The Agreement of Purchase and Sale be completed by no later than 4:00 p.m. on the day of, 20,

GST: This transaction is subject to Goods and Services Tax (G.S.T.), and shall be in addition to the Purchase Price.

Title Search: Buyer shall be allowed until 4:00 p.m. on theday of, 20....(Requisition Date) to examine the title to the property at his/her own expense.

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

In addition to the standard conditions applicable to the Ontario Real Estate Associations Agreement of Purchase and Sale, the Buyer hereby agrees to the following additional conditions, where indicated by initialing, to be included on Schedule A to the Agreement of Purchase and Sale to be prepared by the Solicitor for the City of Brockville;

1. The Seller takes no responsibility for the soils, drainage or requirement for fill to meet the requirements of the Seller for its permitted uses or to comply with any statute or by-law either municipal, provincial or federal. Further the Seller takes no responsibility for the actual existence of rights-of-way, ditches, underground streams, gas lines, pipelines, of any kind whatsoever or for the necessity to move or replace any of the foregoing or to fill them or otherwise deal with them. The costs related to the foregoing or the need for the foregoing or the providing of any services whatsoever to the site unless otherwise specifically referred to herein shall be borne by the Buyer.

Schedule A, Clause 1
Initials of Purchaser

2. The Buyer or his/her/its Agent warrants that the lands are being purchased for his/her/its own use for industrial or employment purposes and not for speculative purposes.

Schedule A, Clause 2
Initials of Purchaser

3. The Seller agrees to provide at the expense of the Buyer, a registrable description and three (3) copies of a plan of survey of the said parcel prepared by an Ontario Land Surveyor of the sellers choice. The description and plan shall show the acreage of the parcel to three (3) decimal points and the purchase price herein shall be calculated on the basis of such acreage.

Schedule A, Clause 3
Initials of Purchaser

4. The deed shall be prepared and registered by the Buyer at his own expense.

Schedule A, Clause 4
Initials of Purchaser

5. The Buyer shall ensure that the gross floor area of the building(s) to be constructed on the subject lands within one (1) year of the date of closing comprises at least twenty-five percent (25%) of the developable area of the subject lands.

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

6. The Buyer agrees that the Seller shall have the right to repurchase the property at ninety percent (90%) of the original purchase price within one (1) year from the date of closing and at eighty percent (80%) of the original purchase price within two (2) years from the date of closing should a development project that meet the criteria set out in paragraph 5 not proceed.

The Buyer shall forthwith re-convey the subject lands to the Seller free and clear of all encumbrances, including all mortgages and liens. The Buyer shall secure and register such Discharges and Releases as are required at his own expense and shall forthwith deliver vacant possession of the subject lands to the Seller.

This right and option shall be exercised by letter delivered personally or by registered mail by the Seller to the Buyer after the expiration of the one (1) year or two (2) year period.

Schedule A, Clause 6
Initials of Purchaser

7. The Buyer agrees that the Seller shall have first right of refusal to repurchase any surplus vacant portion of the property at market value for a period of three (3) years from the date of closing, prior to the Buyer offering such surplus vacant portion of the property to any other persons.

The Buyer shall forthwith re-convey the subject lands to the Seller free and clear of all encumbrances, including all mortgages and liens. The Buyer shall secure and register such Discharges and Releases as are required at his own expense and shall forthwith deliver vacant possession of the subject lands to the Seller.

This right and option shall be exercised by letter delivered personally or by registered mail by the Seller to the Buyer after the expiration of the three (3) year period.

Schedule A, Clause 7

INITIALS OF BUYER(S):



INITIALS OF SELLER:



City of Brockville
Property Transaction

BUYER:

Initials of Purchaser

8. The Buyer covenants and agrees that the restrictions and covenants in an agreement shall apply to and be binding upon the Buyer, his or its heirs, executors, administrators, successors, and assigns and subject to the provision of this paragraph contained, the said restrictions and covenants shall run with the land.

Schedule A, Clause 8
Initials of Purchaser

9. The parties be acknowledge that if an Official Plan Amendment or Zoning By Law Amendment is required for the contemplated development, the Agreement of Purchase and Sale will be conditional upon the completion of the planning process.

The Buyer acknowledges and agrees that by entering into the Agreement of Purchase and Sale, the Seller is not assuring that the planning approvals sought will be supported by the City of Brockville Planning Department, Economic Development and Planning Committee or City of Brockville Council.

The Buyer further acknowledges that any or all of the planning process will be initiated by the Buyer at the expense of the Buyer. The Seller agrees to appoint the Buyer as its agent for the planning applications.

Schedule A, Clause 9

By signing this document the Buyer hereby agrees that conditions as agreed upon in this document shall be included in the Agreement of Purchase and Sale to be prepared by the Solicitor for the Corporation of the City of Brockville.

IN WITNESS WHEREOF the Buyer has hereunto set its hand and seal this _____ day of _____, 20 ____ .

SIGNED, SEALED AND DELIVERED
In the presence of

)
)
)
)
)

Per: _____

Per: _____

City of Brockville
Property Transaction

BUYER:

The Corporation of the City of Brockville

Per: _____
David C. Paul
Director of Economic Development

INITIALS OF BUYER(S):



INITIALS OF SELLER:

