1) CALL TO ORDER

2) APPROVE OR AMEND AGENDA
   Resolution: That Council adopt the Agenda as circulated.

3) DECLARATION OF PECUNIARY INTEREST

4) INTRODUCTION OF BY-LAWS – FIRST AND SECOND READING
   Resolution: That the following by-law(s) be introduced and taken as read a first and second time, and
   that they be given consideration in Committee of the Whole:

   - 2019-80 Agreement of Purchase and Sale - Loucks
   - 2019-81 Agreement of Purchase and Sale – Dier/McComb/Dier

5) COMMITTEE OF THE WHOLE
   Resolution: That Council now go into Committee of the Whole.

5.1) Staff Reports
   a) CAO Clerk’s Report 2019-36 Re: Acquisition of Land for Recreation Purposes
      Recommendation: That CAO Clerk’s Report 2019-36 regarding acquisition of land for recreation purposes
      be hereby received; and
      Further that Committee of the Whole recommends that the By-laws to give effect to
      the acquisitions be brought forward to Council for consideration.

   b) CAO Clerk’s Report 2019-37 Re: Appointment of Volunteer Bar Tenders for
      Williamsford Community Centre
      Recommendation: That CAO Clerk’s Report 2019-37 Re: Appointment of Volunteer Bar Tenders for the
      Township of Chatsworth be hereby received; and
      Further that the following persons be approved as Bar Tenders for the Township of
      Chatsworth:

      Aitcheson, Rachel           Fidler, Joan
      Allen, Donna                Fidler, Tom
      Bechamp, Kevin              Fortney, Debbie
      Beirnes, Helen              Fortney, Mike
      Beirnes, Ted                Glasser, Bruce
      Boivin, Michelle            Hardman, Terry
      Borowski, Kara              Heeringa (Gamble) Renee
      Carder, Rick                Rigney, Larry
      Cardoza, Pat                Robinson, Hugh
      Copeland, Holly             Robinson, Karen
      Cook, JoAnne                Thompson, Elizabeth
      Davies, Maryanne            Thompson, Gail
      Eickholdt, Celeste          VanVeen, Jim
      Eickholdt, Celeste          Winch, Mavis

5.2) Consideration of By-laws
   Resolution: That the following by-law(s) be referred to Council for consideration.

   - 2019-80 Agreement of Purchase and Sale - Loucks
   - 2019-81 Agreement of Purchase and Sale – Dier/McComb
6) Rise and Report from Committee of the Whole  
**Resolution:** That Committee of the Whole rise as Council to report and confirm the actions taken in Committee of the Whole.

7) ADOPT ACTION OF COUNCIL IN COMMITTEE OF THE WHOLE  
**Resolution:** That the actions taken in Committee of the Whole today be confirmed and adopted by this Council; and Further that staff be authorized to take the actions necessary to give effect to the recommendations contained within the staff reports; and Further that by-laws under consideration be presented to Council for third reading.

8) APPROVAL OF BY-LAWS  
**Resolution:** THAT the following by-laws be hereby read a first, second and third time, signed by the Mayor and Clerk and sealed with the Corporate Seal:  
- 2019-80 Agreement of Purchase and Sale – Loucks  
- 2019-81 Agreement of Purchase and Sale – Dier/McComb

9) CONFIRMATORY BY-LAW  
**Resolution:** That By-law 2019-82 being a by-law to confirm all actions and proceedings of the December 13 2019 Council meeting be hereby read a first, second, and third time, signed by the Mayor and Clerk and sealed with the Corporate Seal.

10) ADJOURNMENT
THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH
BY-LAW NUMBER 2019-80

BEING a By-law to authorize the Mayor and Clerk to execute an agreement of purchase and sale between the Corporation of the Township of Chatsworth as Buyer and Leanne Bayne-Loucks and/or Pliny Loucks as Seller

WHEREAS the Council of the Corporation of the Township of Chatsworth is desirous of purchasing lands for recreation purposes;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH ENACTS AS FOLLOWS:

1. Attached hereto and forming part of this by-law is Schedule “A”, being an Agreement of Purchase and Sale between the Corporation of the Township of Chatsworth and Leanne Bayne-Loucks and/or Pliny Loucks, being Part of Lot 12, RCP 1039, in the Township of Chatsworth, County of Grey.

2. That the Mayor and Clerk be authorized to execute the aforementioned Agreement of Purchase and Sale and all ancillary documentation thereto as may be necessary to complete the said transaction.

Read a first and second time this 13th day of December, 2019.

Read a third time and finally passed this 13th day of December, 2019.

____________________________________
Scott Mackey, Mayor

____________________________________
Patty Sinnamon CAO Clerk
Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this 10th day of December, 2019

THE BUYER, The Corporation of the Township of Chatsworth, agrees to purchase from

THE SELLER, Leanne Bayne-Loucks and/or Pliny Loucks, the following

REAL PROPERTY:
Address: (Civic Address not assigned) fronting on Massie Road in the Township of Chatsworth

and having a frontage of 66 feet more or less by a depth of (irregular) more or less and legally described as Part of Lot 12, RCP 1039, in the Township of Chatsworth, County of Grey Chatsworth (the "property") being comprised of Approximately 10.37 acres, with the exact acreage to be determined through a completed reference plan outlining the lands to be acquired by the Township. The lands being acquired by the Township consist of Parts A and B on the draft site plan attached hereto and forming part of this agreement.

It is acknowledged and agreed that the Buyer shall be responsible for all legal and survey costs of both the buyer and the seller to complete this transaction.

It is further acknowledged that the vendor will receive a receipt for taxation purposes from the Buyer, in exchange of the donated lands (Parts A and B) to the Township, said receipted amount to be determined by a land appraiser satisfactory to both parties.

It is acknowledged that the Township will rezone Parts A and B to a zoning symbol suitable for recreation lands, said rezoning to be at the Buyer’s expense.

The Buyer acknowledges that access will be granted to the Seller over Part A from the Massie Road entrance to Proposed Lots 1 and 2 on the attached site plan to permit the development of the two lots until such time as the municipal road is constructed.

The Seller is responsible for the construction and maintenance of the interim access until the road is completed.

PURCHASE PRICE: Two --------------------------xx/100 Dollars ($2.00)

1. IRREVOCABILITY: This Offer shall be irrevocable by ........Seller........ until .....4:00 p.m. on the ........12th day of .......December ................. 2019........, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the 30th day of May, 2020_____. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. CHATTELS INCLUDED none – vacant land
4. **FIXTURES EXCLUDED:** none

5. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be included in the Purchase Price. If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to H.S.T.

6. **TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on the 30th day of April, 2020, (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, and that its present use (vacant residential land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

7. **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.

8. **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 (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller’s title to the property.

9. **CLOSING ARRANGEMENTS:** Where each the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of 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.
10. **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.

11. **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.

12. **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 upon completion.

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

14. **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.

15. **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 the Seller is not then a non-resident of Canada.

16. **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.

17. **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 or Salesperson, for any changes in property tax as a result of re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
18. **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.

19. **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 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.

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

21. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

22. **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,

23. Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

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

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**BUYER:**

<table>
<thead>
<tr>
<th>Witness</th>
<th>Scott Mackey, Mayor</th>
<th>Patty Sinnamon, CAO Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Witness</td>
<td></td>
<td>We have the authority to bind the corporation</td>
</tr>
</tbody>
</table>

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**SELLER:**

<table>
<thead>
<tr>
<th>Witness</th>
<th>Leanne Bayne-Loucks Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Witness</td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.
PROPOSED LOT #2
47743 sq. ft.  
(1.09 Acres)

PROPOSED LOT #1
51974 sq. ft.  
(1.19 Acres)

PART F
282268.8 sq. ft.  
(6.48 Acres)

PART A
280789 sq. ft.  
(6.44 Acres)

PART B
171125 sq. ft.  
(3.93 Acres)

PART C
97419 sq. ft.  
(2.24 Acres)

PART D
75515 sq. ft.  
(1.75 Acres)

PART E
30734 sq. ft.  
(0.71 Acres)

PART G
11439 sq. ft.  
(0.2626 Acres)
THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH
BY-LAW NUMBER 2019-81

BEING a By-law to authorize the Mayor and Clerk to execute an agreement of purchase and sale between the Corporation of the Township of Chatsworth as Buyer and Edward David Dier, Kelly Patricia McComb and Charles Henry Dier as Seller

WHEREAS the Council of the Corporation of the Township of Chatsworth is desirous of purchasing lands for recreation purposes;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH ENACTS AS FOLLOWS:

1. Attached hereto and forming part of this by-law is Schedule “A”, being an Agreement of Purchase and Sale between the Corporation of the Township of Chatsworth and Edward David Dier, Kelly Patricia McComb and Charles Henry Dier, being 50 Jane Street, and legally described as Part of Park Lots 2 and 3, Plan 121, and Lot 17, RCP in the Township of Chatsworth, County of Grey.

2. That the Mayor and Clerk be authorized to execute the aforementioned agreement of purchase and sale and all ancillary documentation thereto as may be necessary to complete the said transaction.

Read a first and second time this 13th day of December, 2019.

Read a third time and finally passed this 13th day of December, 2019.

____________________________________
Scott Mackey, Mayor

____________________________________
Patty Sinnamon CAO Clerk
This Agreement of Purchase and Sale dated this 10th day of December, 2019

THE BUYER, The Corporation of the Township of Chatsworth, agrees to purchase from

THE SELLER, Edward David Dier, Kelly Patricia McComb and Charles Henry Dier, the following REAL PROPERTY:

Address: 50 Jane Street in the Township of Chatsworth and being legally described as Part of Park Lots 1, 2 and 3, Plan 121 and Lot 17, RCP in the Township of Chatsworth, County of Grey

Approximately 2.24 acres, with the exact acreage to be determined through a completed reference plan outlining the lands to be acquired by the Township (Part C on the draft site plan attached hereto and forming part of this agreement).

It is also acknowledged that the Township will transfer to the said Seller, a triangular parcel of approximately .71 acres, such exact acreage to be determined through a completed reference plan. There is no consideration of monies exchanging for either parcel. The triangular parcel is identified as part E on the draft side plan. Part E shall be merged on title with Part D on the draft site plan.

It is further acknowledged that the vendor will receive a receipt for taxation purposes, in exchange of the donated lands to the Township, said receipt amount to be determined by a land appraiser satisfactory to both parties.

It is acknowledged and agreed that the Buyer shall be responsible for all legal and survey costs of both the buyer and the seller to complete this transaction.

It is acknowledged that the Township will rezone Part C to a zoning symbol suitable for recreation lands, said rezoning to be at the Buyer’s expense. The Township will rezone Part E to be consistent with the zoning on Part D.

The buyer agrees to plant a berm of trees as a visual barrier between Parts D and E and Parts C and F as shown on the draft site plan.

PURCHASE PRICE: Two ------------------------xx/100 Dollars ($2.00)

1. IRREVOCABILITY: This Offer shall be irrevocable by .........Seller........ until .....4:00 p.m. on the .......12th day of ......December ................. 2019........, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the 30th day of .....May., 2020......... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. CHATTELS INCLUDED none – vacant land

4. FIXTURES EXCLUDED: none
5 **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be **included** the Purchase Price. If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to H.S.T.

6 **TITLE SEARCH:** Buyer shall be allowed **until 5:00 p.m. on the 30th day of April, 2020,** (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, and that its present use (..............................vacant residential land..........................................................) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

7 **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.

8 **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 (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

9 **CLOSING ARRANGEMENTS:** Where each the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of 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.

10 **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.

11. **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.**

12. **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.

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

14. **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.

15. **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 the Seller is not then a non-resident of Canada.

16. **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.

17. **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 or Salesperson, for any changes in property tax as a result of re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

18. **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.
19. **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 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.

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

21. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

22. **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,

23. Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

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

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**BUYER:**

_______________________________________  ________________________________________
Witness       Scott Mackey, Mayor

_______________________________________  ________________________________________
Witness       Patty Sinnamon, CAO Clerk
We have the authority to bind the corporation

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**SELLER:**

_______________________________________  ________________________________________
Witness       Edward David Dier, Owner

_______________________________________  ________________________________________
Witness       Kelly Patricia McComb, Owner

_______________________________________  ________________________________________
Witness       Charles Henry Dier, Owner
TO: Mayor Mackey and Members of Council

FROM: Patty Sinnamon, CAO Clerk

RE: Acquisition of Land for Recreation Purposes

DATE: December 13, 2019

RECOMMENDATION:
THAT CAO Clerk’s Report 2019-36 regarding acquisition of land for recreation purposes be hereby received;

AND Further that Committee of the Whole recommends that the By-laws to give effect to the acquisitions be brought forward to Council for consideration.

BACKGROUND:
At the October 16, 2019 Closed session meeting, Council received the recommendation of the Multi-Use Recreation Facility Building Committee regarding the proposed site of the new facility.

The committee explored several lands in or in close proximity to the former Chatsworth Arena Site. It was determined that the site size needed to be between 12 – 15 acres, taking into consideration any outside recreation spaces as identified in the Recreation Master Plan (such as ball diamonds, outdoor space for Agricultural Society Use, equestrian events, and other possible outdoor events. The committee also considered site development, utilities and road development, land acquisition costs including legal and survey work).

The Committee has recommend that the site of the former Chatsworth arena be the site of the new facility (10 Toronto Sydenham Road, Chatsworth). The arena has been removed, including all of the concrete pad. The site is approximately 7.2 acres and also is the site of the Chatsworth ball diamond. The site is adjacent to a public playground with direct access off of Highway 10. The site is level for the most part, with the exception of the lands used formerly for the tractor pull by the Agricultural Society. Hydro and gas are available at the property and would be serviced by municipal water and private septic.

The site in its present size is not large enough to facilitate the construction of a multi-use facility. The committee discussed the idea of acquiring additional lands adjacent to the Township owned lands as a possibility. As a preliminary step, the committee representatives had discussions with adjacent land owners to determine interest in
conveying a portion of their lands to the municipality for recreation purposes. One of the properties surrounds the Township property on three sides. These lands are owned by Edward Dier, Kelly McComb and Charles McComb (Dier/McComb/Dier). The owners are agreeable to transferring a portion of their lands to the north and east of the Township property to the municipality in exchange for a triangular portion of the Township property. The Township would be responsible for the survey and legal costs. The owners would be transferring approximately 2.44 acres to the Township in return for the small triangular piece of approximately .71 acres.

Adjacent to the Dier/McComb/Dier lands to the north is a parcel of land owned by Leanne Bayne-Loucks (Loucks). Ms. Loucks is agreeable to transferring a large portion of the lands to the municipality (10.37 acres) which would, in addition and in consolidation with Mr. Dier’s lands extend the Township property to approximately 14 acres. An entrance exists off of Massie Road which would need to be upgraded to a municipal roadway. The Township would be responsible for legal and survey costs.

Staff are pleased to advise Council that the lands being transferred by Loucks are being donated to the municipality. A sketch is attached to the draft agreement of purchase and sale setting out the lands to be acquired from Loucks, being Parts A and B. Part C lands owned by Dier/McComb/Dier would be transferred to the Township in exchange for Part E. Part E will merge in ownership with Part D.

A portion of the Loucks lands are designated Environmental Protection. Stormwater runoff from the former Arena Site currently flows to this area, as does several properties from the downtown core of the Village of Chatsworth. The Committee recognizes the benefits to the proposed arena lands and surrounding properties for stormwater run off to this section of land. This area also has long term benefits from a tourism standpoint. The Committee discussed the potential for a perimeter walking trail around the entire lands, with a boardwalk through the environmental protection area, and finally connecting to the County’s trail system. This concept ties in directly with the Recreation Master Plan approved by Council in December, 2018 and could take place some time in the future.

There is a hydro pole in the centre of the lands that would need to be relocated. Hydro One has indicated that the cost to the Township to do this would be 25% of the depreciated value of the pole.

A sketch of the combined lands is enclosed. Any lands acquired and joined to the current arena lands will need to be rezoned for recreation purposes. The Township can initiate this process once the lands have been transferred to the municipality.

In meeting with the design consultant, the new facility would be located on the existing lands owned by the Township. Accounting for a possible second ice pad in the future and adequate parking, the ball diamonds could be relocated onto the lands owned by Ms. Bayne-Loucks, with event access off the new roadway. Fill would be brought in to the Loucks lands, some of that coming from the existing arena lands.
Further, throughout the public consultation process in creating the Recreation Master Plan, the residents preferred the existing site both from a central location and community sustainability point of view (e.g. bringing people into the urban area). The Committee members are of the opinion that this site will help to attract future growth for the municipality.

Following discussion and consideration of each of the properties explored by the committee, Council direct Staff to proceed with the preparation of an agreement to acquire lands owned by Loucks at RCP 1039, Part Lot 12) and also acquire lands owned by Dier/McComb/Dier at 50 Jane Street to consolidate with the Township’s lands at 5 Toronto-Sydenham Street on the terms set out in the Confidential Report CAO 2019-04.

To that end, staff met with both property owners and are very pleased to advise that an agreement has been reached to acquire the said lands to be merged with the lands of the former Chatsworth Arena.

Attached hereto are two draft agreements of purchase and sale for Council consideration.

Respectfully submitted,

Patty Sinnamon, Dipl.M.M.
CAO Clerk
Attachment
TO: Mayor Mackey and Members of Council

FROM: Patty Sinnamon, CAO Clerk

RE: Appointment of Volunteer Bar Tenders – Williamsford Community Centre

DATE: December 13, 2019

RECOMMENDATION:
THAT CAO Clerk’s Report 2019-37 regarding appointments of volunteer bar tenders – Williamsford Community Centre be hereby received;

AND FURTHER THAT Committee of the Whole recommends to Council the appointment of the following volunteers to be bar tenders at the Williamsford Community Centre:

- Aitcheson, Rachel
- Allen, Donna
- Bechamp, Kevin
- Beirnes, Helen
- Beirnes, Ted
- Boivin, Michelle
- Borowsk, Kara
- Carder, Rick
- Cardoza, Pat
- Copeland, Holly
- Cook, JoAnne
- Davies, Maryanne
- Eickholdt, Celeste
- Fidler, Joan
- Fidler, Tom
- Fortney, Debbie
- Fortney, Mike
- Glasser, Bruce
- Hardman, Terry
- Heering (Gamble) Renee
- Rigney, Larry
- Robinson, Hugh
- Robinson, Karen
- Thompson, Elizabeth
- Thompson, Gail
- VanVeen, Jim
- Winch, Mavis

BACKGROUND:
Further to the delegation of representatives from the Williamsford Community Centre Board at the December 4, 2019 regular Council meeting regarding insurance coverage for volunteer bar tenders at the Williamsford Community Centre, staff were directed to meet with representatives of the Board to discuss options and solutions to ensure that anyone operating the bar is covered under the Township’s liability insurance or whether township would have host liquor liability insurance or PAL insurance available to their members.

As discussed at the December 4th Council meeting, an inquiry was received from the President of the Curling Club as to whether the curling club members were covered
under the municipality’s liability insurance when operating the bar. The answer is “no”. The Township’s insurance provider has confirmed that host liquor liability insurance is for insurance coverage under a Special Occasion Permit which does not apply in this circumstance. Jardine Lloyd Thompson, the Township’s insurer has indicated that someone from the Township must be in charge of the bar at all times. The Township appoints the Board members and a member of the Board is listed as the Bar Manager on the alcohol license. There must be a distinct separation between the role as curler and the role as bar tender. In other words, a curler can’t go out on the ice and then run the bar and then go back on the ice.

In discussing the matter with Alcohol and Gaming the Township was cautioned about using volunteers – the municipality needs to ask “who is in charge at the event where alcohol is being served and does the Township and/or Board have the authority to relinquish its responsibilities of the liquor license. We may use volunteers, provided they are appointed by Council and not the Board (since the Township is the owner of the license and not the Board). Alcohol and Gaming also reiterated that the volunteers cannot mix their duties as curlers and as bar tenders.

This writer subsequently met with representatives of the Board on Tuesday, December 10th. Board members explained that bar tenders sign in and out of the bar. Staff were provided with a partial list of community volunteers who were willing to serve as bar tenders at various events, including but not limited to curling club members. Additional names will most likely come forward in the near future.

It was also explained that at times it may be a volunteer member who secures and locks the facility at the end of the event as Board Members are not always available.

We also discussed having clearly defined rules and responsibilities for the volunteers (ie. Responsibilities under the Liquor License Act, and Township’s alcohol policy, duties and/or checklist in securing or closing the facility, etc.). This would be posted in the bar area and the Board representatives agreed this would be a good step forward and this will be finalized between the Board and Township staff in the very near future.

As Council is aware, the Board made the decision to close the bar until the question of insurance coverage could be resolved. Staff are recommending that the list of names below be appointed as volunteer bar tenders for the Township of Chatsworth:

Aitcheson, Rachel  Fidler, Joan
Allen, Donna       Fidler, Tom
Bechamp, Kevin     Fortney, Debbie
Beirnes, Helen     Fortney, Mike
Beirnes, Ted       Glasser, Bruce
Boivin, Michelle   Hardman, Terry
Borowski, Kara     Heering (Gamble) Renee
Carder, Rick       Rigney, Larry
Cardoza, Pat       Robinson, Hugh
Copeland, Holly    Robinson, Karen
Cook, JoAnne       Thompson, Elizabeth
Davies, Maryanne   Thompson, Gail
Eickholdt, Celeste VanVeen, Jim
                              Winch, Mavis
All of the individuals listed above have Smart Serve Training and Certification.

Respectfully submitted,

[Signature]

Patty Sinnamon, Dipl.M.M.
CAO Clerk
Attachment
THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH
BY-LAW NUMBER 2019-80

BEING a By-law to authorize the Mayor and Clerk to execute an agreement of purchase and sale between the Corporation of the Township of Chatsworth as Buyer and Leanne Bayne-Loucks and/or Pliny Loucks as Seller

WHEREAS the Council of the Corporation of the Township of Chatsworth is desirous of purchasing lands for recreation purposes;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH ENACTS AS FOLLOWS:

1. Attached hereto and forming part of this by-law is Schedule “A”, being an Agreement of Purchase and Sale between the Corporation of the Township of Chatsworth and Leanne Bayne-Loucks and/or Pliny Loucks, being Part of Lot 12, RCP 1039, in the Township of Chatsworth, County of Grey.

2. That the Mayor and Clerk be authorized to execute the aforementioned Agreement of Purchase and Sale and all ancillary documentation thereto as may be necessary to complete the said transaction.

Read a first and second time this 13th day of December, 2019.

Read a third time and finally passed this 13th day of December, 2019.

____________________________________
Scott Mackey, Mayor

____________________________________
Patty Sinnamon CAO Clerk
Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this 10th day of December, 2019

THE BUYER, The Corporation of the Township of Chatsworth, agrees to purchase from

THE SELLER, Leanne Bayne-Loucks and/or Pliny Loucks, the following

REAL PROPERTY:
Address: (Civic Address not assigned) fronting on Massie Road in the Township of Chatsworth

and having a frontage of 66 feet more or less by a depth of (irregular) more or less and legally described as Part of Lot 12, RCP 1039, in the Township of Chatsworth, County of Grey Chatsworth (the "property") being comprised of Approximately 10.37 acres, with the exact acreage to be determined through a completed reference plan outlining the lands to be acquired by the Township. The lands being acquired by the Township consist of Parts A and B on the draft site plan attached hereto and forming part of this agreement.

It is acknowledged and agreed that the Buyer shall be responsible for all legal and survey costs of both the buyer and the seller to complete this transaction.

It is further acknowledged that the vendor will receive a receipt for taxation purposes from the Buyer, in exchange of the donated lands (Parts A and B) to the Township, said receipted amount to be determined by a land appraiser satisfactory to both parties.

It is acknowledged that the Township will rezone Parts A and B to a zoning symbol suitable for recreation lands, said rezoning to be at the Buyer’s expense.

The Buyer acknowledges that access will be granted to the Seller over Part A from the Massie Road entrance to Proposed Lots 1 and 2 on the attached site plan to permit the development of the two lots until such time as the municipal road is constructed.

The Seller is responsible for the construction and maintenance of the interim access until the road is completed.

PURCHASE PRICE: Two ----------------------------xx/100 Dollars ($2.00)

1. IRREVOCABILITY: This Offer shall be irrevocable by ........Seller......... until .....4:00 p.m. on the ........12th day of ........December .................. 2019........., after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the 30th day of May, 2020. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. CHATTELS INCLUDED none – vacant land
4. **FIXTURES EXCLUDED:** none

5. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be **included** the Purchase Price. If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to H.S.T.

6. **TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on the 30th day of April, 2020, (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, and that its present use (..........................vacant residential land.................................................................) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

7. **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.

8. **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 (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and C o-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.

9. **CLOSING ARRANGEMENTS:** Where each the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of 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.
10. **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.

11. **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.

12. **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.

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

14. **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.

15. **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 the Seller is not then a non-resident of Canada.

16. **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.

17. **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 or Salesperson, for any changes in property tax as a result of re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
18. **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.

19. **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 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.

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

21. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

22. **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,

23. Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

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

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**BUYER:**

________________________________________  ________________________________________
Witness       Scott Mackey, Mayor

________________________________________  ________________________________________
Witness       Patty Sinnamon, CAO Clerk
We have the authority to bind the corporation

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**SELLER:**

________________________________________  ________________________________________
Witness       Leanne Bayne-Loucks
Owner

________________________________________  ________________________________________
Witness       Pliny Loucks
Owner
PROPOSED LOT #2
47743 sq ft.
(1.09 Acres)

PROPOSED LOT #1
51974 sq ft.
(1.19 Acres)

PART A
282268.8 sq ft.
(6.48 Acres)

PART B
171125 sq ft.
(3.93 Acres)

PART C
97419 sq ft.
(2.24 Acres)

PART D
75515 sq ft.
(1.75 Acres)

PART E
30734 sq ft.
(0.71 Acres)

PART F
202766.5 sq ft.
(4.86 Acres)

PART G
11439 sq ft.
(0.2626 Acres)
THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH
BY-LAW NUMBER 2019-81

BEING a By-law to authorize the Mayor and Clerk to execute an agreement of purchase and sale between the Corporation of the Township of Chatsworth as Buyer and Edward David Dier, Kelly Patricia McComb and Charles Henry Dier as Seller

WHEREAS the Council of the Corporation of the Township of Chatsworth is desirous of purchasing lands for recreation purposes;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH ENACTS AS FOLLOWS:

1. Attached hereto and forming part of this by-law is Schedule “A”, being an Agreement of Purchase and Sale between the Corporation of the Township of Chatsworth and Edward David Dier, Kelly Patricia McComb and Charles Henry Dier, being 50 Jane Street, and legally described as Part of Park Lots 2 and 3, Plan 121, and Lot 17, RCP in the Township of Chatsworth, County of Grey.

2. That the Mayor and Clerk be authorized to execute the aforementioned agreement of purchase and sale and all ancillary documentation thereto as may be necessary to complete the said transaction.

Read a first and second time this 13th day of December, 2019.

Read a third time and finally passed this 13th day of December, 2019.

____________________________________
Scott Mackey, Mayor

____________________________________
Patty Sinnamon CAO Clerk
This Agreement of Purchase and Sale dated this 10th day of December, 2019

THE BUYER, The Corporation of the Township of Chatsworth, agrees to purchase from

THE SELLER, Edward David Dier, Kelly Patricia McComb and Charles Henry Dier, the following

REAL PROPERTY: Address: 50 Jane Street in the Township of Chatsworth and being legally described as Part of Park Lots 1, 2 and 3, Plan 121 and Lot 17, RCP in the Township of Chatsworth, County of Grey

Approximately 2.24 acres, with the exact acreage to be determined through a completed reference plan outlining the lands to be acquired by the Township (Part C on the draft site plan attached hereto and forming part of this agreement).

It is also acknowledged that the Township will transfer to the said Seller, a triangular parcel of approximately .71 acres, such exact acreage to be determined through a completed reference plan. There is no consideration of monies exchanging for either parcel. The triangular parcel is identified as part E on the draft site plan. Part E shall be merged on title with Part D on the draft site plan.

It is further acknowledged that the vendor will receive a receipt for taxation purposes, in exchange of the donated lands to the Township, said receipt amount to be determined by a land appraiser satisfactory to both parties.

It is acknowledged and agreed that the Buyer shall be responsible for all legal and survey costs of both the buyer and the seller to complete this transaction.

It is acknowledged that the Township will rezone Part C to a zoning symbol suitable for recreation lands, said rezoning to be at the Buyer’s expense. The Township will rezone Part E to be consistent with the zoning on Part D.

The buyer agrees to plant a berm of trees as a visual barrier between Parts D and E and Parts C and F as shown on the draft site plan.

PURCHASE PRICE: Two ------------------------xx/100 Dollars ($2.00)

1. IRREVOCABILITY: This Offer shall be irrevocable by ........ Seller........ until .....4:00 p.m. on the 12th day of December 2019, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the 30th day of May, 2020. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. CHATTELS INCLUDED none – vacant land

4. FIXTURES EXCLUDED: none
5. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be included in the Purchase Price. If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to H.S.T.

6. **TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on the 30th day of April, 2020, 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, and that its present use (.................vacant residential land..........................................................) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

7. **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.

8. **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 (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

9. **CLOSING ARRANGEMENTS:** Where each the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of 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.

10. **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,
if 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.

11. **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.**

12. **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.

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

14. **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.

15. **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 the Seller is not
then a non-resident of Canada.

16. **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.

17. **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 or Salesperson, for
any changes in property tax as a result of re-assessment of the property, save and except any property
taxes that accrued prior to the completion of this transaction.

18. **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.
19. **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 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.

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

21. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

22. **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,

23. Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

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

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**BUYER:**

[Signature]

Witness

[Signature]

Witness

[Signature]

Witness

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**SELLER:**

[Signature]

Witness

[Signature]

Witness

[Signature]

Witness

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH:

[Signature]

Scott Mackey, Mayor

Witness

Patty Sinnamon, CAO Clerk

We have the authority to bind the corporation

IN WITNESS whereof I have hereunto set my hand and seal this day of December, 2019.

**SELLER:**

[Signature]

Witness

[Signature]

Witness

[Signature]

Witness

Edward David Dier, Owner

Witness

Kelly Patricia McComb, Owner

Witness

Charles Henry Dier, Owner
PROPOSED LOT #2
47743 sq Ft. (1.09 Acres)

PROPOSED LOT #1
51974 sq. ft. (1.19 Acres)

PART F
282268.8 sq. ft. (6.48 Acres)

PART A
280789 sq Ft. (6.44 Acres)

PART B
171125 sq Ft. (3.93 Acres)

PART C
97419 sq Ft. (2.24 Acres)

PART D
75515 sq Ft. (1.75 Acres)

PART E
30734 sq ft. (0.71 Acres)

PART G
11439 sq. ft. (0.2626 Acres)

A1
THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

BY-LAW NUMBER 2019-82

BEING a By-law to confirm the proceedings of the Council Meeting of the Corporation of the Township of Chatsworth held on December 13, 2019

Whereas Section 5(1) of the Municipal Act 2001, S.O. 2001, Chapter 25 as amended, grants powers of a Municipal Corporation to be exercised by its Council; and

Whereas Section 5(3) of the Municipal Act 2001, S.O. 2001, Chapter 25 as amended, provides that powers of every Council are to be exercised by By-law unless specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council Meeting held on December 13, 2019 are confirmed and adopted by By-law;

Now Therefore the Council of the Corporation of the Township of Chatsworth enacts as follows:

1. That the actions of the Council of the Corporation of the Township of Chatsworth at its Council Meeting held on December 13, 2019 in respect to each motion and resolution passed, reports received and direction given by the Council at the said meeting is hereby adopted and confirmed.

2. The Mayor and the proper Officials of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.

Read a first and second time this 13th day of December, 2019

Read a third time and finally passed this 13th day of December, 2019

____________________________________
Scott Mackey, Mayor

____________________________________
Patty Sinnamon, CAO Clerk