



Township of Minden Hills

AGENDA

Regular Council

Thursday, June 11, 2026 @ 9:00 AM

Municipal Council Chambers

The meeting is being held in-person and electronically, in accordance with the Municipal Act, which provides for electronic participation.

To observe Council proceedings please visit the [Township's website](#) or click this [live-stream link](#)

Page

1. Roll Call

2. Land Acknowledgment

We respectfully acknowledge that the Township of Minden Hills is located on Treaty 20 Michi Saagiig territory, and in the traditional territory of the Michi Saagiig and Chippewa Nations, collectively known as the Williams Treaties First Nations, which are Curve Lake, Rama, Hiawatha, Alderville, Scugog Island, Beausoleil and Georgina Island First Nations.

We acknowledge a shared presence of Indigenous nations throughout the area, and recognize its original, Indigenous inhabitants as the stewards of its lands and waters since time immemorial.

3. Call to Order/Approve Agenda

3.1. Approval of Agenda

Recommendation:

Be it resolved that the June 11, 2026 Regular Council Meeting Agenda be approved as circulated.

4. Declaration of Pecuniary Interest

5. Public Meetings

6. Delegations

6.1. Report Item Delegation(s) - (3 minutes)

6.2. Formal Delegation(s) - (10 minutes)

a) Ontario Clean Water Agency Presentation

7 - 23

[OCWA Presentation to The Township of MindenHills](#)

Recommendation:

That Council receives a presentation from the Ontario Clean Water Agency as information.

Report # 26-09(Finance) OCWA 1 Month contract extension

24 - 27

[Report # 26-09\(Finance\) OCWA 1 Month contract extension - Pdf](#)

Recommendation:

That Council receives report 26-09(Finance) OCWA 1 Month Contract Extension for information; and

That Council authorizes a one-month extension period with OCWA from June 1, 2026 to June 30, 2026 to ensure continuity of essential service.

7. Adoption of Minutes from Previous Meeting

7.1. Adoption of Minutes

28 - 37

[05.28.26 Regular Council Minutes](#)

[05.28.26 Public Meeting Minutes PLZBA2026015](#)

Recommendation:

Be it resolved that Council approves the meeting minutes as follows:

- May 28, 2026 Regular Council Minutes; and
- May 28, 2026 Public meeting minutes for application PLZBA2026015 - Barry

8. Payment of Accounts

8.1. June 11, 2026 Payment of Accounts

38

[May 2026 Accounts](#)

9. Mayor's Report

10. ROMA Board

11. Correspondence and Communications

Consent Agenda 11.1 to 11.6

11.1. Township of Puslinch Resolution Finlay's Law on Emergency Room Reform

39 - 43

[Township of Puslinch Resolution Finlay's Law on Emergency Room Reform](#)

11.2. Municipality of Calvin Resolution Provincial Review CVA Based Apportionment

44 - 49

[Request for Provincial Review of CVA](#)

11.3. Town of South Bruce Peninsula Resolution Affirming Outdoor Education as an Essential Part of Public Education

50 - 51

[South Bruce Peninsula Affirming Outdoor Education as Essential \(1\)](#)

11.4. Prince Edward County Resolution Public Health Funding Gaps

52 - 53

[Prince Edward County Public Health Funding Gaps \(1\)](#)

11.5. Municipality of North Grenville Resolution Traffic Calming and

54 - 55

Speeding Mitigation Techniques

[North Grenville Traffic Calming Letter \(1\)](#)

- 11.6. Township of Armour Resolution Rest Stops on Highways 11 and 17** 56 - 57
[Township of Armour Rest Stops Hwy 11 and 17](#)

Recommendation:

That Council receives Correspondence and Communication Items 11.1 to 11.6, as information.

12. Department Reports

12.1 Quarterly Reporting

- a) Capital Report
- b) Operating Report

12.2 Public Works

- a) **Report # 26-15 PW RDS Pedestrian Crossover Update** 58 - 62
[Report # 26-15 PW RDS Pedestrian Crossover Update - Pdf](#)

Recommendation:

That Council receives Report # 26-15 PW RDS Pedestrian Crossover Update as information.

- b) **Report # 26-17 Facilities- Curling Club Roof Project Update** 63 - 64
[Report # 26-17 Facilities- Curling Club Roof Project Update - Pdf](#)

Recommendation:

That Council receives report #26-17 Facilities as information; and

That Council directs Staff to include the flat roof portion of the curling club for an additional cost of \$22,100.00 plus HST to be funded from the Property Reserve account.

- c) **Report # 26-19 WM: Bulldozer Single Source** 65 - 66
[Report # 26-19 WM: Bulldozer Single Source - Pdf](#)

Recommendation:

That Council receives Report #26-19 WM Bulldozer Single Source as information; and

That Councils directs Staff to purchase the Bulldozer from Toromont Cat as a Single Source procurement; and further

That Council authorizes the Director of Finance/Treasurer to approve the purchase of a used bulldozer not to exceed the approved budget amount of \$150,000 plus HST.

12.3 Community Services

12.4 Fire Services

- a) **Report # 26-006 (Fire) Automatic Aid Agreement with the Town of Bracebridge** 67 - 73

[Report # 26-006\(Fire\) Automatic Aid Agreement with the Town of Bracebridge - Pdf](#)

Recommendation:

That Council receives Report 26-006 Fire Automatic Aid Agreement with the Town of Bracebridge, as information; and

That By-law 26-55 to authorize the execution of the agreement, be referred to the by-law section of the agenda for approval and implementation; and further

That Staff forward the agreement to the corresponding municipality for signatures.

12.5 Building and By-law Services

12.6 Planning and Development

12.7 Finance

- a) **Report # 26-06 (Finance) Annual Financial Report for Building Fees - Fiscal Year 2025** 74 - 77

[Report # 26-06 \(Finance\) Annual Financial Report for Building Fees - Fiscal Year 2025 - Pdf](#)

Recommendation:

That Council receives Report #26-06 (Finance) Annual Financial Report for the Fiscal Year 2025, as information

- b) **Report # 26-08(Finance Department) - Purchase of Provincial Surplus Land** 78 - 129

[Report # 26-08\(Finance Department\) - Purchase of Provincial Surplus Land - Pdf](#)

Recommendation:

That Council receives report 26-08(Finance) Purchase of Provincial Surplus Land for information; and

That Council waives section 3b of policy 113 (A policy to govern the use of proceeds from the sale of portions of original shoreline (marine) allowance for roads), which limits shoreline road allowance reserves at 15% spending per year; and

That Council directs staff to utilize \$50,000 from Parkland Reserves and \$580,000 from Shoreline Road Allowance reserves to fund the \$630,000 purchase price of the property; and

That Council authorizes staff to execute the agreement of

purchase and sale provided by the province and refers By-law 26-56 to the bylaw section of the agenda for approval.

12.8 Administration

- a) **Report 26-24 Administration - Haliburton Highlands Water Trails Fees and Rates** 130 - 142

[Report 26-24 Administration - Haliburton Highlands Water Trails Fees and Rates - Pdf](#)

Recommendation:

That Report 26-24 Administration - Haliburton Highlands Water Trails Proposed Fees and Rates be received as information; and further,

That Council adopts By-law 26-54 being a by-law to amend Schedule "B" of By-law 15-02 to Establish and Regulate Camping Permits.

13. Closed Session

14. Open Session Resume

15. Report from Closed Session

16. Notice of Motion

17. By-laws

- 17.1. **June 11, 2026 By-laws:** 143 - 145

- **By-law 26-54 Haliburton Highlands Water Trail**
- **By-law 26-55 Automatic Aid Agreement - Bracebridge**
- **By-law 26-56 Purchase and Sale Agreement**

[By-law 26-54 Amendment to By-law 15-02-Schedule B HHWTP](#)

[By-law 26-55 To execute an Automatic Aid Agreement with the Town of Bracebridge](#)

[By-law 26-56 Acquisition and Purchase of Lands](#)

Recommendation:

Be it resolved that the following by-laws be received and read a first time, considered read a second time, and third time and finally passed with the Corporate Seal affixed:

- By-law 26-54 Haliburton Highlands Water Trail
- By-law 26-55 Automatic Aid Agreement - Bracebridge
- By-law 26-56 Purchase and Sale Agreement

18. Confirming By-law

- 18.1. **June 11, 2026 Confirming By-law 26-57** 146

[By-law 26-57, June 11 2026 Confirmatory](#)

Recommendation:

That By-law 26-57 being a by-law to confirm the proceedings of Council held during its meeting of June 11, 2026 be received and read a first time, considered read a second and third time and finally passed with the Corporate Seal affixed.

19. Adjournment

19.1. Adjournment of the June 11, 2026 Regular Council Meeting

Recommendation:

Be it resolved that the June 11, 2026 Regular Council Meeting is hereby adjourned at _____.



ONTARIO CLEAN WATER AGENCY
AGENCE ONTARIENNE DES EAUX

Your Total Water
Solutions Provider



Presentation to the Township of Minden Hills



Our Journey Together

*A Partnership Built on Trust,
Resilience & Results*

THE START

Building the foundation of our partnership



EARLY SUCCESSES

Momentum, progress and early wins



CHALLENGES

Navigating obstacles and uncertainty



WORKING TOGETHER

Collaboration, adaptation and problem solving



TOUGH TIMES

Facing pressure, change and difficult decisions



INNOVATION & IMPROVEMENT

Finding new solutions and driving continuous improvement



STRONGER TOGETHER

A stronger partnership delivering value for our community



**OCWA &
THE TOWNSHIP
OF MINDEN HILLS**

Thank you
for being part of this journey.
**Here's to what we will
achieve together next!**

5 million+ Ontarians Place Their Trust In Us

- Largest water & wastewater operator in Canada
- Hub and spoke network is our structural backbone
- OCWA's five Emergency Response Teams backstop water emergencies across province
- Manage more than \$15 billion in municipal infrastructure



Total Water Solutions: More Than O&M

- Asset Management & Planning
- Energy & Process Optimization
- Resource Recovery
- Engineering & Capital Delivery
- Specialty Conveyance Services
- IT Tools (SCADA, WMS, etc.)
- Training
- Government funding application support
- Financial & Capital Planning



OCWA Local Operations

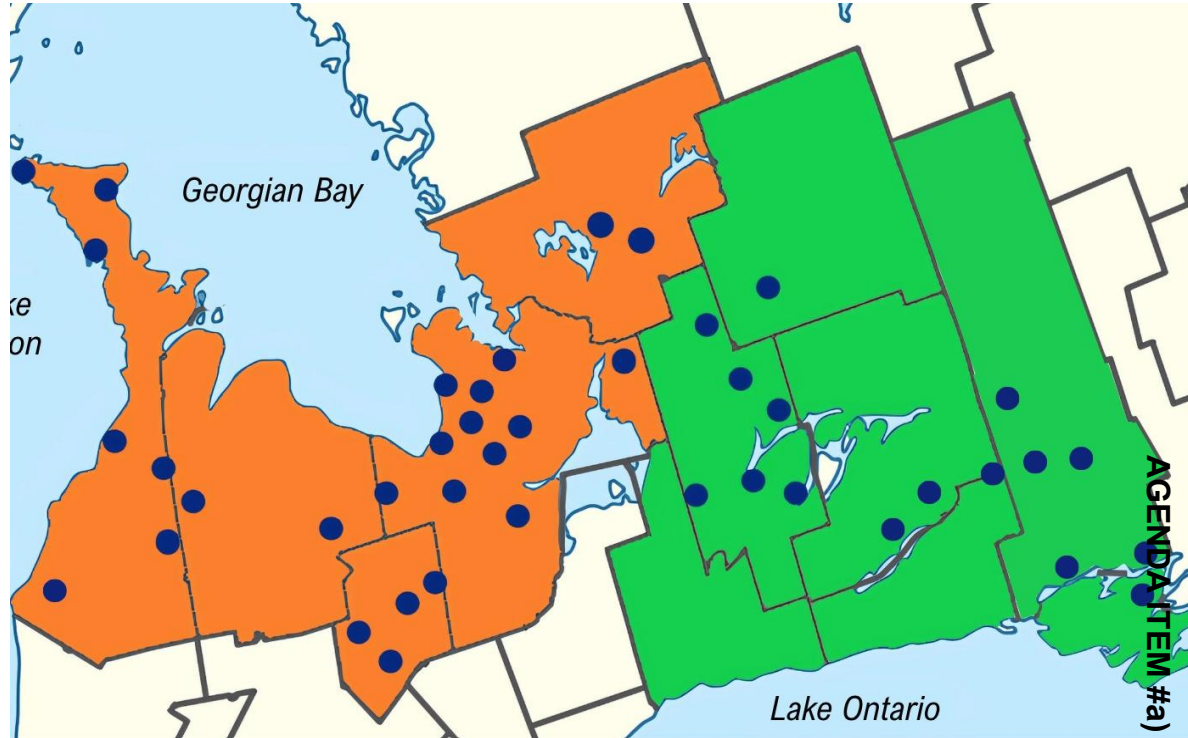
Your partner in clean water services

Our Kawartha Trent clients includes **12 municipalities, 2 first nations and 16 other clients** that are industrial/commercial or governmental organizations.

Within this local clientele base, we operate, maintain and manage:

- 77 water treatment facilities
- 26 wastewater treatment facilities

We leverage our resources through dedicated personnel at each facility with additional resources from nearby projects when needed for effective management.



Operations and Maintenance

Efficiently using all available resources and capacity to provide compliant and efficient operations and maintenance services



The Regulatory Environment

- Each treatment process is subject to unique local and geographic variables. With our diverse facility experience, OCWA is adept at managing those variables to meet or exceed regulatory compliance. We understand the inspection process and assist facility owners in accommodating changing demands.
- Ultimately, our goal of 100% compliance requires strong operational support programs and we continue to refine our Quality & Environmental Management System (QEMS).

Compliance Highlights

Since 2020, OCWA has managed 12 inspections by the MECP at the Township of Minden Hills water treatment facilities of those:

11 received a 100%
Inspection Rating

The 1 receiving a rating
below 100% still received a
rating above 95%

Advanced Electronic Tools to support O&M and Compliance

OCWA delivers enhanced practices and technology solutions to support the services we provide to our partners. Several integrated technology systems are being utilized to operate and maintain the Township systems that include:

- Process Data Management facility operating information repository which consolidates field data, online instrumentation, and electronic receipt of lab test results for reporting, tracking, and analysis
- Asset Maintenance System — OCWA maintains its own Computerized Maintenance Management System database, eliminating the need for costly technology service agreements with third-party service providers. The system helps predict future budgets and actual costs of owning equipment. It can also lead to efficiencies and cost savings by replacing high maintenance items
- equipment tagged and tracked using OCWA's CMMS ensuring effective preventive and breakdown maintenance plus comprehensive reporting
- A scheduled program of cleaning and inspecting equipment and buildings

Maintaining Your Assets - CMMS

MAINTENANCE HIGHLIGHTS

287 Assets Tagged and Inventoried in OCWA's CMMS

3373 work orders issued since 2020

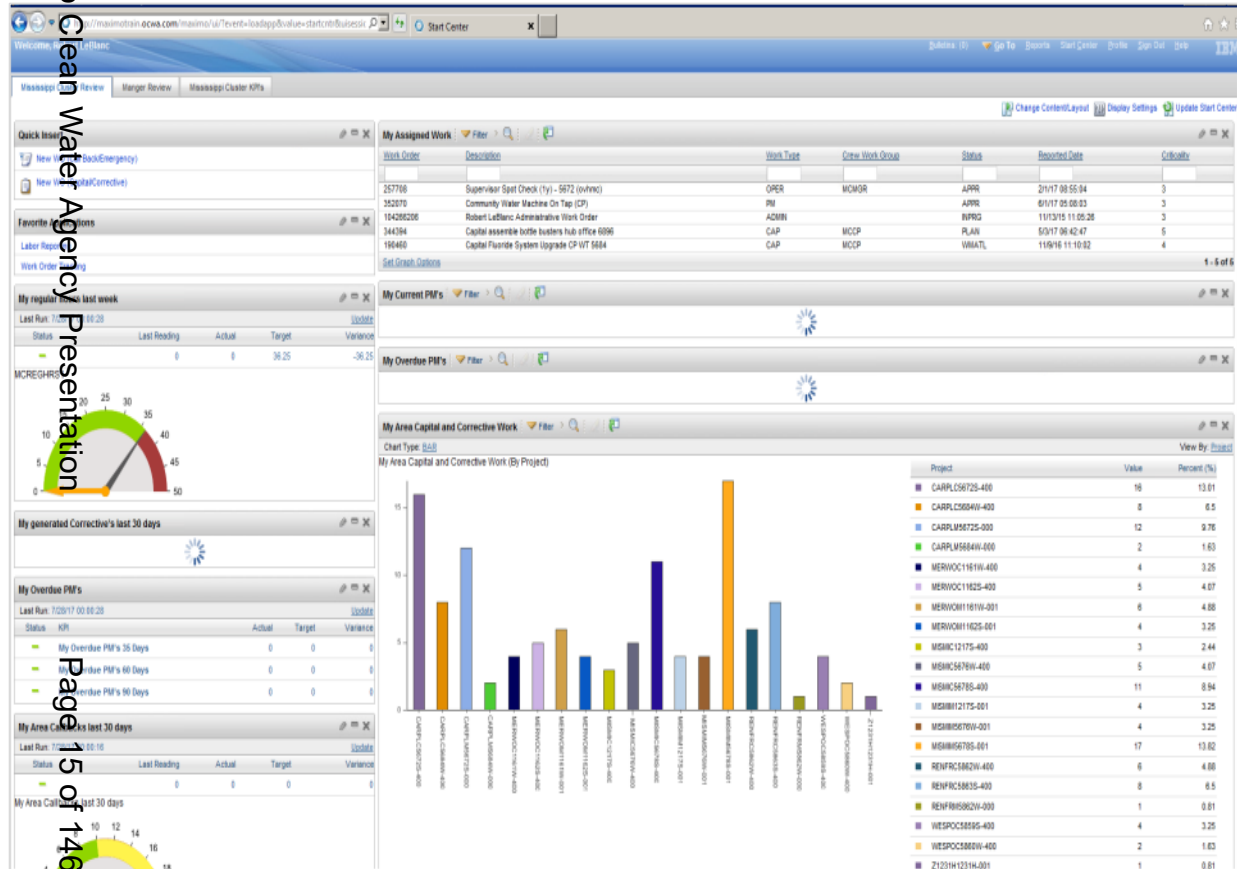
Of the 3373 work orders issued:

2049 preventative maintenance work orders

997 Corrective maintenance work orders

65 Capital work orders

262 Operational work orders



Maximo software screen shot. Users can tailor their views for organized planning and accessible information.



Major Maintenance/ Capital Recommendations

Every year, OCWA provides a six year rolling major maintenance/capital expenditure list

This list requires pre-approval and we work with staff to prioritize projects, to meet financial requirements while maintaining compliance

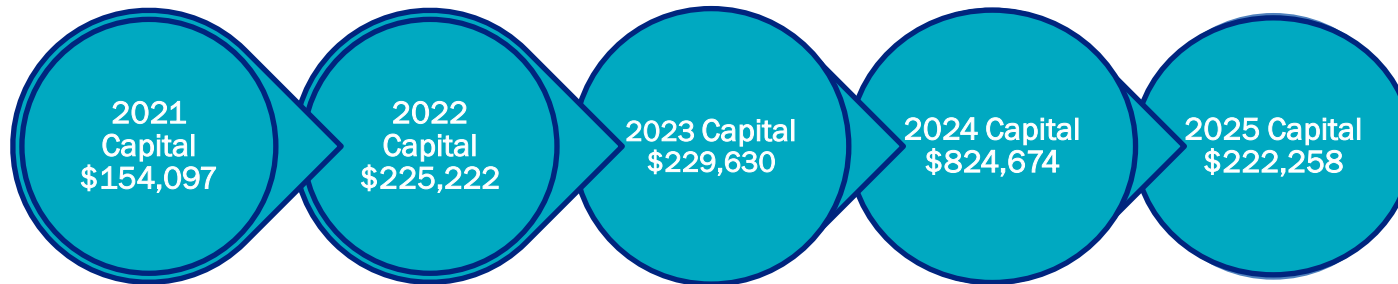
Legend

- 1 – Red - High priority recommended to be completed in the upcoming year
- 2 – Yellow - Medium priority recommended to be completed in 1-3 years
- 3 - Grey – Low priority recommended to be completed in 4-5 years

Compliance	DWQMS RA Outcome*	Health & Safety	Repair / Maintenance	Lifecycle Replacement	Improvement	Spare Parts Inventory
x				x	x	
x	x	x			x	
x	x	x			x	
x		x	x		x	x
				x	x	x
			x			
x	x	x		x	x	
			x		x	
			x	x		
			x	x	x	
x	x	x	x	x	x	
				x	x	

Major Maintenance and Capital Projects

On behalf of the Township and in conjunction with all purchasing guidelines, OCWA has managed over **\$1.6M in capital projects since 2021.**



Operating Agreement Renewal

From an operating perspective, a long-term renewal will provide:

- Continuity of service which supports continuous improvement and a whole-system approach to operations

- Stability for extended programs, capital planning and process adjustments

- Continuity of staff to retain site-specific knowledge and build capacity

- Extended tracking of asset maintenance, process, and compliance results which support future trending and troubleshooting in unusual circumstances

As a cost recovery public agency, we provide affordable essential services to municipalities in a manner that recovers our costs. Included in OCWA's pricing are off-site resources required to support on-site operations

OCWA's Price Proposal

OCWA is proposing an annual operating price of **\$665,779.30** for the continued operations and maintenance of the water and wastewater facilities owned by the Township of Minden Hills.

The price increase of **\$30,317** from the 2025/2026 operating budget is the result of a number of inflationary factors relating to labour, chemicals, insurance, services and supplies.

Breakdown of Annual Price Increase	Amount
Labour	\$10,610.95
Services and Supplies	\$7,579.25
Chemicals	\$12,126.80
Total	\$30,317

OCWA's Emergency Response



A Part of Your Community



Teaching Youth the Value of Water



We look forward to continuing to build on our partnership with you.

Please contact us at any time:

Jeremy Manning jmanning@ocwa.com

Natalie Baker nbaker@ocwa.com



Regular Council STAFF REPORT

Subject: Report # 26-09(Finance) OCWA 1 Month contract extension
Meeting: Regular Council - 11 Jun 2026
Report To: Mayor and Members of Council
From: Mike Timmins, Zach Drinkwalter,
Department: Finance, Public Works

Purpose:

The purpose of this report is to seek Council's approval for an extension to the current agreement for the OCWA contract while an updated 5 year contract is being finalized for presentation to Council at a future meeting.

Recommendation:

That Council receives report 26-09(Finance) OCWA 1 Month Contract Extension for information; and

That Council authorizes a one-month extension period with OCWA from June 1, 2026 to June 30, 2026 to ensure continuity of essential service.

Background:

OCWA has been providing water and wastewater operating and project service for the Township for over 5 years.

Analysis:

Staff have been working with OCWA to prepare a new five-year agreement for the provision of water and wastewater services.

The current contract with OCWA expired on June 1, 2026. To ensure continuity of service while the new agreement is finalized, a one-month extension is being proposed for the period from June 1, 2026, to June 30, 2026. The proposed OCWA contract will be presented at the June 25, 2026 meeting of Council.

Financial Implications:

The amount being billed from OCWA for services will remain the same as the previous contract (\$52,690.55), excluding water testing services at the Lochlin Hall location .

Others Consulted:

Zach Drinkwalter, Director of Finance
Vicki Bull, Clerk
Mike Timmins, Director of Public Works

Attachments:

[Township of Minden Hills- 2026 Change Order - One Month Extension](#)

Approved by

Mike Timmins, Director of Public Works
Zach Drinkwalter, Director of Finance
Cynthia Fletcher, CAO

Status:

Approved - 05 Jun 2026
Pending
None

SCHEDULE G- Change Order Form



Change Order Form

Change Being Requested: Operating Agreement between OCWA and the Township of Minden Hills dated June 1st 2016 – Amended on June 1st 2019 and June 1st 2021 – One Month Contract Extension – Facility Removal			
Name of Change:	Extension of Operating Contract by One(1) Month & Removal of the Lochlin Community Centre		
Ontario Clean Water Agency (OCWA)	Per: _____ Name: Richard Junkin Title: Vice President – Operations	Date (YYYY/MM/DD):	
The Township of Minden Hills	Per: _____ Name: Mike Timmins Title: Director of Public Works	Date (YYYY/MM/DD):	

Adjustment	
Check Appropriate Type of Change	
Apply (Y/N)	Type of Change:
N	Adjustment to Annual Price
N	Change to Service
Y	Impact to Term

Change in Term
Description
Extension of Operating Contract by One(1) Month, June 1 st 2026 through to June 30 th 2026.

Change in Services**AGENDA ITEM #****Description** – Attach Additional Documentation if RequiredRemoval of sampling services for the Lochlin Community Centre at a reduction in costs of \$264.66, back dated to March 1st 2026**Adjustment to Annual Price****Description** – Attach Additional Documentation if Required

Lochlin Community Centre Monthly reduction of \$264.66

Extension of Contract for one month at the monthly billing rate of \$52,690.55

Cost Breakdown for Change in Term

	Quantity	One-time Cost	Annual Cost
One Month Contract Extension (June 1 st 2026 – June 30 th 2026)	1	\$52,690.55	
	Total Cost:	\$52,690.55	



The Corporation of the Township of Minden Hills
Regular Council Minutes
 Thursday, May 28, 2026
 Municipal Council Chambers

Present: Mayor Bob Carter
 Deputy Mayor Lisa Schell
 Councillor Tammy McKelvey
 Councillor Ivan Ingram
 Councillor Shirley Johannessen
 Councillor Bob Sisson

Absent: Councillor Pam Sayne, Regrets with Notice

Staff Present: Cynthia Fletcher, CAO
 Vicki Bull, Clerk
 Lisa Fitton, Deputy Clerk
 Mike Timmins, Director of Public Works
 Chelsea Cosh, Manager of Waste Facilities
 Candace McGuigan, Director of Community Services
 Don Kruger, Fire Chief
 Amanda Dougherty, Manager of Planning

1. Roll Call

The Clerk confirmed Council attendance.

2. Land Acknowledgment

We respectfully acknowledge that the Township of Minden Hills is located on Treaty 20 Michi Saagiig territory, and in the traditional territory of the Michi Saagiig and Chippewa Nations, collectively known as the Williams Treaties First Nations, which are Curve Lake, Rama, Hiawatha, Alderville, Scugog Island, Beausoleil and Georgina Island First Nations.

We acknowledge a shared presence of Indigenous nations throughout the area, and recognize its original, Indigenous inhabitants as the stewards of its lands and waters since time immemorial.

3. Call to Order/Approve Agenda

The meeting was called to order at 9:02 a.m.

3.1. Approval of Agenda

Res. #2026-201

Moved by Councillor Ivan Ingram

Seconded by Councillor Shirley Johannessen

Be it resolved that the May 28, 2026 Regular Council Meeting Agenda be approved as circulated.

Carried

4. Declaration of Pecuniary Interest – None Noted

5. Public Meetings

5.1. Report # 26-23 (Planning) Application for Zoning By-law Amendment – PLZBA2026015 - Barry

- a) **Res. #2026-202**
Moved by Deputy Mayor Lisa Schell
Seconded by Councillor Tammy McKelvey

That Council adjourn its Regular meeting at 9:03 a.m. to proceed into a Public Meeting regarding Report # 26-23 (Planning) Application for Zoning By-law Amendment – PLZBA2026015 - Barry

Carried

- Res. #2026-203**
Moved by Councillor Shirley Johannessen
Seconded by Councillor Ivan Ingram

That Council adjourned its Public Meeting and resumes its Regular Council meeting at 9:08 a.m.

Carried

6. Delegations

6.1. Report Item Delegation(s) - (3 minutes) – None Scheduled

6.2. Formal Delegation(s) - (10 minutes)

- a) **Development Approvals Process Review by J.L. Richards & Associates Limited**

Cynthia Fletcher, CAO introduced a presentation on the Development Approval Process Review. The Township engaged J.L. Richards & Associates Limited to conduct the review.

Emily Hazell and Alison Luoma made presentation that included but was not limited to the following:

- Current state analysis, stakeholder consultation and recommendations.
- Areas of assessment and service delivery lens included Governance Structure & Organizational Priorities, Operating Environment, People, Process and Technology.

Report # 26 -22 Administration - Development Approvals Process Review

- Res. #2026-204**
Moved by Councillor Tammy McKelvey
Seconded by Deputy Mayor Lisa Schell

That Council receives Report # 26 - 22 Administration - Development Approvals Process Review as information; and

That Council endorses the recommendations as outlined in the consultant’s report.

Carried

7. Adoption of Minutes from Previous Meeting

7.1. Adoption of Minutes

- Res. #2026-205**
Moved by Councillor Bob Sisson
Seconded by Councillor Tammy McKelvey

Be it resolved that Council approves the May 14, 2026, Regular Council meeting minutes.

Carried

8. Payment of Accounts

9. Mayor's Report

Mayor Carter shared how things change in a few weeks, following the flood. New features along the boardwalk with Master Gardners and Horticultural Society.

There was a Public Works Roadeo Event on Wednesday, and our Minden Hills team did very well.

Two weeks ago, cottagers came back and there is a lot of activity and excitement. The County Fair is in two weeks, number of things happening at the Cultural and Community Centres.

Councillor Johannessen shared a special shout out and heartfelt thank you to Jim Ecclestone and his team for taking the initiative to bring new life, colour and vibrancy to the core of our community. Their dedication and hard work are helping to revitalize the heart of Minden Hills. Thank you for helping make our downtown more welcoming, beautiful and full of life for residents, cottagers and visitors alike.

Deputy Mayor Schell noted that Habitat for Humanity provided a presentation at the County meeting. They have over 110 new units across the County and encourages everyone to review their presentation.

10. ROMA Board

11. Correspondence and Communications

11.1. EORN April Update

11.2. County of Prince Edward Resolution Re: Freedom of Information and Protection of Privacy Act

11.3. U-Links Call for Community Research Projects

11.4. County of Prince Edward Resolution Re: Vacant Commercial Storefront Tax

11.5. Municipality of Wawa Resolution Re: Amend Land Transfer Tax Act

11.6. City of Kitchener Resolution Re: Heritage Helping Building Grant

11.7. Matt Duchene Charity Golf Classic - Request Fee Waiver for Tent Permit

Res. #2026-206

Moved by Councillor Shirley Johannessen

Seconded by Councillor Ivan Ingram

That Council directs staff to pull forward the following item for discussion:

- 11.3 U-Links Call for Community Research Projects
- 11.7 Matt Duchene Charity Golf Classic - Request Fee Waiver for Tent Permit

Carried

Res. #2026-207

Moved by Councillor Bob Sisson

Seconded by Deputy Mayor Lisa Schell

That Council receives Correspondence and Communication Items 11.1, 11.2, and 11.4 to 11.6, as information.

Carried

Res. #2026-208

Moved by Councillor Bob Sisson

Seconded by Councillor Tammy McKelvey

That Council receives correspondence item 11.3 U-Links Call for Community Research Projects, as information.

Carried

Res. #2026-209

Moved by Councillor Tammy McKelvey

Seconded by Councillor Bob Sisson

That Council receives correspondence 11.7 Matt Duchene Charity Golf Classic - Request Fee Waiver for Tent Permit, as information; and

That Council approves of the request to waive the fee for the tent permit.

Carried

Council recessed at 10:10 a.m. and reconvened at 10:34 a.m.

12. Department Reports

12.1 Quarterly Reporting

12.2 Public Works

- a) **Report #26-05 (WM) Proposed amendments to Waste By-law 23-34**

Res. #2026-210

Moved by Councillor Tammy McKelvey

Seconded by Deputy Mayor Lisa Schell

That Council receives Report #26-05 (WM) regarding proposed amendments to Waste By-law 23-34; and

That Council approves the proposed amendments and revised Waste By-law, being By-law 26-48; and further

That Council repeals By-law 23-34 and replace it with By-law 26-48, attached hereto, and that By-law 26-48 be referred to the By-law section of the agenda for approval.

Carried

12.3 Community Services

- a) **Report # 26-09 - Community Services Department - Minden Hills Cultural Centre Advisory Committee April Meeting Minutes**

Res. #2026-211

Moved by Councillor Ivan Ingram

Seconded by Councillor Shirley Johannessen

That Council receive report # 26-09– Community Services Department – Minden Hills Cultural Centre Advisory Committee meeting minutes dated April 14, 2026, as information.

Carried

- b) **Report # 26-10 - Community Services Department - Minden Hills Cultural Centre Strategic Plan and Strategic Action Plan Goals**

Res. #2026-212

Moved by Councillor Ivan Ingram

Seconded by Councillor Shirley Johannessen

That Council receive report # 26-10– Community Services Department – Minden Hills Cultural Centre Strategic Plan and Strategic Action Plan Goals as information; and

That Council approves the Minden Hills Cultural Centre Strategic Plan and Strategic Action Plan Goals for submission to the Community Museum Operating Grant.

Carried

12.4 Fire Services

- a) **Report #26-005 (Fire) Automatic Two Department Response Agreement**

Res. #2026-213

Moved by Councillor Bob Sisson

Seconded by Deputy Mayor Lisa Schell

That Council receives Report 26-005 Fire Automatic Two Department Response Agreement, as information; and

That By-law 26-50 to authorize the execution of the agreement, be referred to the by-law section of the agenda for approval and implementation; and further

That Staff forward the agreement to corresponding municipalities for signatures.

Carried

12.5 Building and By-law Services

12.6 Planning and Development

- a) **Report # 26-23 (Planning) Application for Zoning By-law Amendment – PLZBA2026015 - Barry**

Res. #2026-214

Moved by Councillor Bob Sisson

Seconded by Councillor Tammy McKelvey

That Council receive Report 26-23 (Planning) as information; and further

That By-law 26-49 being a by-law to approve a zoning by-law amendment for the lands subject of PLZBA2026015, be referred to the By-law section of the agenda.

Carried

12.7 Finance

12.8 Administration

a) Report # 26-23 Administration 2026 Joint Compliance Audit Committee

Res. #2026-215

Moved by Councillor Bob Sisson

Seconded by Deputy Mayor Lisa Schell

That Council receives Report 26-23 Joint Compliance Audit Committee for the 2026-2030 term of Council, as information; and

That Council appoints the recommended members to the Committee and adopts the Terms of Reference and Procedures; and further

That Council delegates authority to the Clerk, to secure future Committee member appointments, in consultation with the Clerks in the County of Haliburton, prior to bringing forward the required appointing by-law; and further

That the Clerk be authorized, in consultation with the Director of Finance, to appoint a licensed auditor for the purpose of conducting compliance audits; and further

That By-law 26-51 be referred to the By-law Section of the Agenda for approval.

Carried

13. Closed Session

14. Open Session Resume

15. Report from Closed Session

16. Notice of Motion

17. By-laws

17.1. May 28, 2026 By-laws:

Res. #2026-216

Moved by Councillor Shirley Johannessen

Seconded by Councillor Ivan Ingram

Be it resolved that the following by-laws be received and read a first time, considered read a second time, and third time and finally passed with the Corporate Seal affixed:

- By-law 26-48 Waste Management
- By-law 26-49 Zoning By-law Amendment PLZBA2026015 (Barry)
- By-law 26-50 Automatic Two Department Response Agreement
- By-law 26-51 Joint Compliance Audit Committee

Carried

18. Confirming By-law

18.1. May 28, 2026 Confirming By-law 26-53

Res. #2026-217

Moved by Councillor Tammy McKelvey

Seconded by Councillor Bob Sisson

That By-law 26-53 being a by-law to confirm the proceedings of Council held during its meeting of May 28, 2026 be received and read a first time, considered read a second and third time and finally passed with the Corporate Seal affixed.

Carried

19. Adjournment

19.1. Adjournment of the May 28, 2026 Regular Council Meeting

Res. #2026-218

Moved by Deputy Mayor Lisa Schell

Seconded by Councillor Bob Sisson

Be it resolved that the May 28, 2026 Regular Council Meeting is hereby adjourned at 10:55 a.m.

Carried

Bob Carter, Mayor

Vicki Bull, Clerk



**The Corporation of the Township of Minden Hills
Public Meeting Minutes
Thursday, May 28, 2026
Minden Hills Council Chambers
PLZBA2026015**

This Public Meeting is held by Council under Section 34 of the *Planning Act*. Public Meetings are an opportunity to present to Council and the public details and background of the proposed amendments and to receive comments from the public and agencies before a Council decision is made. If a person would otherwise have an ability to appeal the decision of Council to the Ontario Land Tribunal but the person does not make oral submissions at a public meeting or make written submissions before the by-law is passed, the person is not entitled to appeal the decision.

Present: Mayor Bob Carter
Deputy Mayor Lisa Schell
Councillor Tammy McKelvey
Councillor Ivan Ingram
Councillor Shirley Johannessen
Councillor Bob Sisson

Absent: Councillor Pam Sayne, Regrets with Notice

Staff Present: Cynthia Fletcher, CAO
Vicki Bull, Clerk
Lisa Fitton, Deputy Clerk
Amanda Dougherty, Manager of Planning

Call the meeting to order

The meeting was called to order at 9:03 a.m.

Report # 26-23 (Planning) Application for Zoning By-law Amendment – PLZBA2026015

Mayor Carter opened the Public Meeting to consider Zoning By-Law Amendment for Part Lot 29, Concession 14, Geographic Township of Snowdon, having municipal address 4951 Gelert Road.

Township Manager of Planning Summarized the Report

Amanda Dougherty, Manager of Planning, advised that the application was submitted by Jacqueline Barry to fulfill the condition of a consent application. The intent of the consent is to sever a parcel of land from 4951 Gelert Road for lot addition to the adjacent farm property, which has the same landowner. The subject property is designated as 'Rural' with a small portion of the northeast corner of the lot being designated 'Environmental Protection' in the Official Plan and is currently zoned 'Rural Residential Exception Nine (RR-9)'.

The current RR-9 zone provides specific development standards which permit one garage to be located 11 metres from the front lot line and further that no additional buildings or structures shall be located within 120 m of an adjacent wetland.

The benefitting lot is zoned 'Rural (RU)' and 'Hazard Land (HZ)'. The resulting benefitting parcel will have an increased lot area and frontage and will continue to meet the regulations of the RU zone. The HZ zone will not be impacted by this amendment.

The application serves to change the zoning of the lands severed for a lot addition, from the RR-9 zone to RU zone, so that the benefitting lot will have uniform zoning across the property other than hazard land area. Zoning these lands to RU would also support the continued agricultural use as already existing on these lands.

The retained lot will continue to meet the requirements of the RR zone except for a reduced side yard setback for the existing dwelling. As a result of the lot addition the existing dwelling would have a westerly side yard setback of 6.5 m (21.26 ft) whereas a setback of 10 m (32 feet) is required.

There are a significant tree and fenceline separating the house from the neighbouring lot and, therefore, the reduced setback is considered to already functionally exist. The lands subject to the severance are currently used for farming and the zoning change will have no impact on the continued agricultural use of the lands. An Ontario Land Surveyor also confirmed that the garage is only 10.4 m (34.1 ft) from the front lot line. The amendment would include this revision to legally recognize the correct setback and bring the property into compliance with the Zoning By-law.

The existing provision in the RR-9 zone that restricts any additional buildings or structures within 120 metres of wetland will be maintained to ensure its continued protection.

Notice of this application was circulated to all neighbouring property owners and agencies in accordance with requirements of the Planning Act on May 7, 2026. A sign was also posted on the property. MTO has confirmed that the property is outside of their control area and therefore has no comments. Hydro One also confirmed having no comments on the application. No other written public or agency comments have been received.

Applicant(s) or Agent(s) Presentation or Comments

Mayor Carter asked for comments from the Applicant or Agent.

There were no comments from the Applicant or Agent.

Questions or comments from the public

Mayor Carter asked for questions or comments from the public.

There were no questions or comment from members of the public.

Questions or comments from Council

Mayor Carter asked for questions or comment from Council.

There were no questions or comment from Council.

Further Comments from the Manager of Planning

Outlined the staff report recommendation, it is recommended that Council receive Report 26-23 (Planning) as information; and further

That By-law 26-49 being a by-law to approve a zoning by-law amendment for the lands subject of PLZBA2026015, be referred to the By-law section of the agenda.

Adjournment

Mayor Carter acknowledged there were no further questions and advised the Public Meeting process was finished. Mayor Carter advised individuals wishing to obtain notice of the decision may provide a written submission to the Clerk's Department and further highlighted that Council will consider all comments submitted prior to a decision being made.

Mayor Carter declared the Public Meeting closed at 9:08 a.m.

Bob Carter, Mayor

Vicki Bull, Clerk

Township of Minden Hills
Accounts Payable Recap

Accounts Payable Listing: Up to May 31, 2026

General Fund

Cheques	\$ 37,607.45
Cancelled Cheques	\$ -
EFT's	\$ 1,468,489.59
Preauthorized Payments	\$ 329,032.26
Total Cheques, EFT's and Preauthorized Payments	<u>\$ 1,835,129.30</u>
Debit Repayment - Loan	\$ -
Grand Total	<u>\$ 1,835,129.30</u>

The Treasurer has authorized to pay the above noted accounts.

Clerk, Victoria Bull

Mayor, Bob Carter



Honourable Doug Ford,
Premier of Ontario
Via Email:
premier@ontario.ca

Honourable Sylvia Jones
Deputy Premier of Ontario
and Minister of Health
Via Email:
sylvia.jones@ontario.ca

Township of Puslinch
7404 Wellington Road 34
Puslinch, ON N0B 2J0
www.puslinch.ca

May 25, 2026

Honourable Marjorie
Michel, Minister of Health
Via Email:
hcminister.ministresc@hc-
sc.gc.ca

The Ontario Medical
Association
Via Email: info@oma.org

RE: Township of Puslinch Support Resolution No.2026-128, Regarding Consent item 6.8
Western Ontario Wardens' Caucus Finlay's Law on Emergency Room Reform

Please be advised that Township of Puslinch Council, at its meeting held on May 6, 2025
considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2026-128:

Moved by Councillor Bailey and
Seconded by Councillor Sepulis

That the Consent Agenda item 6.8 be received; and

**Whereas Council supports the WOWC resolution that Council direct staff to send a
support resolution accordingly.**

CARRIED



As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,

Justine Brotherston
Municipal Clerk

CC:
The Ontario Hospital Association (OHA)
The Association of Municipalities of Ontario (AMO)
Ontario Big City Mayors
Eastern Ontario Wardens' Caucus



Monday, April 20, 2026

Premier of Ontario
Hon. Doug Ford
Legislative Building, Queen's Park
Toronto ON M7A 1A1
Sent via email: premier@ontario.ca

Re: Support of Finlay's Law on Emergency Room Reform

At its regular meeting on April 10, 2026, the Western Ontario Wardens' Caucus adopted the following motion in support of Finlay's Law on Emergency Room Reform:

#11 Moved by D. Bailey seconded by B. Clark:

WHEREAS growing pressures across the Ontario healthcare system are increasing patient volumes in emergency rooms (ER), requiring more complex care, and contributing to longer patient wait times in ERs for residents in Ontario's largest municipalities; and

WHEREAS Health Quality Ontario data from October 2025 reports that patients needing admission to the hospital waited an average of 19-20 hours, with high-urgency patients waiting close to 5 hours on average to be seen by a physician; and

WHEREAS in December 2023, the Auditor General of Ontario reported that significant hospital staffing shortages were reducing access to timely emergency care; and

WHEREAS the Financial Accountability Office of Ontario reported in March 2023 that ER wait times were increasing significantly with the longest wait times recorded in over 15 years and that provincial funding was \$21.3 billion short to maintain current health programs through 2028; and

WHEREAS according to the Ontario Hospital Association (OHA), Ontario has had the lowest per capita hospital expenditure in Canada since 2018; and

WHEREAS according to the OHA, approximately 4,200 alternate level care (ALC) patients remain in acute beds (40% awaiting long term care), worsening ER delays; and

WHEREAS Canadian ER researchers have highlighted that between 8,000 and 15,000 Canadians die prematurely as a result of ER overcrowding; and

WHEREAS reports of patients dying in crowded ERs across Canada are increasing, such as 16-year-old Finlay van der Werken who waited over 8 hours in an Oakville ER without being seen by a physician and tragically passed away on February 9, 2024 from pneumonia that developed into sepsis; and

WHEREAS ER delays are contributing to excessive ambulance offload times, adding undue strain on response capacity of municipal paramedic services across Ontario; and

WHEREAS the Provincial Government has taken important steps to improve health care in Ontario, however additional funding and staffing resources for hospitals to reduce ER wait times and increase capacity to provide timely access to care for all patients in ER's remains critical; and

WHEREAS despite growing concerns regarding staffing shortages in and closures of ERs across Ontario, as well as failure to meet federal standards such as the Canadian Triage and Acuity Scale, the Provincial Government continues to receive full contributions of Canada Health Transfers from the federal government.

THEREFORE BE IT RESOLVED THAT the Western Ontario Wardens Caucus calls on the Provincial Ministry of Health to take immediate action to reduce ER wait times with consideration for the importance of enhanced ER triage protocols and increased funding to strengthen emergency readiness;

AND THAT the Western Ontario Wardens Caucus calls on the Provincial Ministry of Health to introduce Finlay's Law to ensure that no child in Ontario is left without timely emergency medical care in hospitals by:

- Setting legal maximum ER wait times for children under 18 (e.g., physician assessment within 2 hours, admission within 8 hours).
- Mandating safe pediatric nurse-to-patient and physician-to-patient ratios in emergency settings.
- Establish independent oversight to audit hospitals, investigate pediatric ER deaths, and enforce compliance.
- Mandate public, independent, and timely (within 1 year) inquiry by the Chief Coroner of Ontario of every pediatric death in an ER waiting area.
- Fund better pediatric emergency readiness, including staffing, training and infrastructure

AND THAT the Western Ontario Wardens Caucus calls on the Federal Ministry of Health to enforce the principles and requirements of the Canada Health Act through its spending power of Canada Health Transfers to Ontario by:

- monitoring compliance to national health standards, such as Canadian Triage and Acuity Scale (CTAS) in ERs;
- and establishing and ensuring compliance with a new sepsis care

AND THAT a copy of this resolution be sent to the Premier of Ontario, the Ontario Minister of Health, the Federal Minister of Health, the Ontario Medical Association (OMA), the Ontario Hospital Association (OHA), and the Association of Municipalities of Ontario (AMO).

Carried.

Please contact the office if you require any further information.

Yours sincerely,



Marcus Ryan
Chair, Western Ontario Wardens' Caucus

cc.
Hon. Marjorie Michel, Federal Minister of Health
Hon. Sylvia Jones, Ontario Minister of Health
Ontario Medical Association
Ontario Hospital Association
Association of Municipalities of Ontario
Ontario Big City Mayors
Eastern Ontario Wardens' Caucus
Western Ontario Municipalities



Corporation of the Municipality of Calvin

Council Resolution

Date: May 27, 2026

Request for Provincial Review of CVA-Based Apportionment for Shared Municipal and Provincially Mandated Services

Resolution Number: 2026-173

Moved By: Mayor Gould

Seconded By: Councillor Manson

WHEREAS many provincially mandated services, shared municipal services, and board-imposed levies are apportioned among municipalities using Current Value Assessment (CVA) or weighted assessment formulas; and

WHEREAS CVA-based apportionment formulas are intended to reflect municipal assessment capacity, but often do not adequately account for population, service access, geographic isolation, infrastructure constraints, or the differing realities of small and rural municipalities; and

WHEREAS municipalities with significant industrial assessment, utility corridors, resource infrastructure, protected lands, seasonal properties, or large geographic areas may experience disproportionately high per-resident levy impacts despite limited local services and lower resident incomes; and

WHEREAS some municipalities contribute substantially toward regional services such as long-term care, policing, conservation authorities, social services, and other provincially mandated boards and agencies, while residents may have limited local access to those services due to geography, travel distance, or service availability; and

WHEREAS increasing levy pressures are creating significant financial strain for small and rural municipalities and their residents;

NOW THEREFOR BE IT RESOLVED THAT The Council of the Municipality of Calvin requests that the Province of Ontario, including the Minister of Municipal Affairs and Housing and the Minister of Finance, undertake a review of policies, legislation, and regulations governing the use of Current Value Assessment (CVA) and weighted assessment as the basis for apportioning provincially-mandated levies and shared municipal service costs;

AND THAT the Province consider developing fairer and more balanced apportionment models which may include:

- hybrid formulas incorporating both CVA and population;
- consideration of service access and service availability;
- household count or permanent population metrics;
- ability-to-pay considerations for small and rural municipalities;
- rurality and geographic isolation factors; and
- measures to limit disproportionate per-resident levy impacts on smaller municipalities; and


AND THAT the Province work with the Association of Municipalities of Ontario (AMO), Rural Ontario Municipal Association (ROMA), rural municipalities, municipal service boards, and regional service providers to develop best practices and model apportionment frameworks for shared municipal services and provincially mandated boards;

AND THAT this resolution with the mayor's report attached, be circulated to:


- the Premier of Ontario;
- the Minister of Municipal Affairs and Housing;
- the Minister of Finance;
- The Minister of Rural Affairs
- the Association of Municipalities of Ontario (AMO);
- the Rural Ontario Municipal Association
- local Member of Provincial Parliament;
- all Ontario municipalities;
- and relevant municipal service boards and associations for consideration and support.

Result: Carried

CERTIFIED to be a true copy of
Resolution No. 2026-173 passed by the Council of
The Corporation of the Municipality of Calvin
on the 26th day of May, 2026.



Trish Araujo
Deputy Clerk



Report to Council by: Mayor Richard Gould Date: May 26, 2026

Subject: Request for Provincial Review of, and Change to CVA-Based Apportionment

The purpose of this report is to provide background information and supporting rationale for the attached resolution requesting that the Province of Ontario review the use of Current Value Assessment (CVA) and weighted assessment formulas as the basis for apportioning costs for provincially-mandated services, regional boards, and shared municipal services.

The report focuses on the growing financial impacts that CVA-based apportionment can have on small and rural municipalities, particularly where assessment values do not accurately reflect resident income levels, service access, or local municipal capacity.

Many shared municipal services and provincially-mandated boards in Ontario allocate costs among participating municipalities using Current Value Assessment (CVA) or weighted assessment formulas.

Examples include: Long-Term Care facilities; District Social Services Administration Boards (DSSAB); policing costs; conservation authorities; health and social service boards; and School boards and other regional service arrangements.

Under these formulas, municipalities with higher assessment values contribute a larger percentage of overall costs.

The intent of the current CVA-based apportionment is only a reflection of the municipalities "ability to pay." However, in many rural municipalities, assessment values do not accurately represent:

- or the actual level of services available within the municipality
- resident income levels;
- local economic strength;
- access to services;
- population density;
- transportation challenges.

As a result, some rural municipalities experience disproportionately high levy impacts on a per-household or per-resident basis.

Rural and Northern Municipal Realities

Small rural municipalities often differ significantly from urban centres in both geography and service availability.

In many cases:

- residents must travel substantial distances to access healthcare and government services;
- municipalities may lack public transit;
- municipalities may not have local hospitals, long-term care homes, or other major services;
- populations may be older and more geographically dispersed;
- infrastructure costs may be high due to large geographic areas and low population density.

At the same time, rural municipalities may contain:

- pipelines;
- hydro corridors;
- industrial infrastructure;

- protected lands;
- provincial parks;
- seasonal properties;
- or large acreages.

These features can substantially increase municipal assessment values while providing little indication of the financial capacity of local residents. This creates a disconnect between the assessed property value; and actual household ability to absorb increasing levy costs.

The Municipality of Calvin is a small rural municipality with approximately 230 households.

A significant portion of municipal assessment is influenced by industrial infrastructure, including a major pipeline corridor. The municipality also contains multiple provincial parks and large acreages, much of which limits future residential or commercial development opportunities.

Many residents live on inherited rural properties and have fixed or modest incomes. While assessment values may appear significant on paper, they do not necessarily reflect disposable household income or enhanced municipal service levels.

The Township has no hospital, no long-term care facility, no public transit, and limited local health and social service infrastructure.

Despite these limitations, the Township contributes toward many regional services through CVA-based apportionment formulas.

Cassellholme Capital Cost Example

The attached Appendix "A" illustrates the distribution of Cassellholme redevelopment capital costs among participating municipalities using:

- the current CVA formula;
- a household-based formula; and
- a hybrid formula combining CVA and household count.

The analysis demonstrates substantial differences in per-household impacts between municipalities.

Under the current CVA model:

- Calvin households contribute approximately \$393.89 per household;
- South Algonquin contributes approximately \$377.48 per household;
- Mattawan contributes approximately \$283.74 per household.

By comparison:

- Mattawa contributes approximately \$94.50 per household;
- Chisholm contributes approximately \$193.18 per household;
- North Bay contributes approximately \$203.56 per household.

Under a purely household-based model, the contribution would be approximately \$209.09 per household across all municipalities.

The analysis suggests that CVA-based formulas can create substantial disparities in per-household costs between municipalities, particularly in smaller rural communities where industrial or resource-based assessment inflates municipal valuation figures.

Hybrid and Alternative Models

The report recommends that the province review whether the current reliance on CVA alone remains the most equitable method of apportionment in all circumstances.

Alternative approaches could include:

- hybrid formulas combining CVA and household count;
- formulas incorporating permanent population;
- service availability considerations;
- rurality and geographic isolation factors;
- ability-to-pay considerations;
- or mechanisms to limit disproportionate impacts on smaller municipalities.

The attached example demonstrates that even a partial hybrid approach can reduce extreme disparities while still recognizing assessment capacity.

Broader Provincial Relevance

This issue extends beyond the Municipality of Calvin.

Many rural Ontario municipalities face similar circumstances where; industrial assessment; utility corridors, hydro infrastructure, pipelines, resource lands, or protected lands, increase municipal assessment values without proportionally increasing local service access or household financial capacity.

As provincial and regional levy pressures continue to rise, concerns regarding the fairness and sustainability of existing apportionment models are likely to become increasingly significant for rural municipalities across Ontario.

Conclusion

The current use of CVA and weighted assessment formulas was developed to reflect municipal assessment capacity. However, the growing divergence between assessment values and the realities facing many rural municipalities suggests that a provincial review is warranted.

The Municipality of Calvin is requesting that the Province of Ontario review the use of CVA-based apportionment for provincially-mandated and shared municipal services and consider more balanced approaches that better reflect:

- household impacts;
- rural realities;
- service access;
- and municipal capacity.
- The attached resolution seeks to initiate that broader provincial discussion.
- Recommendation:

That Council adopt the attached resolution requesting a provincial review of Current Value Assessment (CVA)-based apportionment formulas for shared municipal and provincially-mandated services.

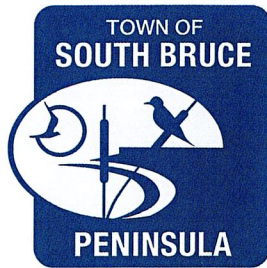
Appendix A:

Distribution of Capital cost for Cassellholme construction:

This chart shows the distribution of costs based on current CVA, Per Household, and a Hybrid of 75% per household and 25% CVA.

	Current CVA				Per Household			Hybrid 75/25		
Municipality	Households	Current CVA Pct	Current CVA Annual	Per household	Household based PCT	Household Based Annual	by household only	Hybrid PCT	Hybrid Annual	hybrid by household
North Bay	23470	79.187%	\$4,777,615.40	\$203.56	81.34%	4,907,375.69	209.09	80.8000%	4,874,935.62	207.71
East Ferris	1890	7.742%	\$467,100.64	\$247.14	6.55%	395,182.79	209.09	6.8480%	413,162.25	218.60
South Algonquin	530	3.316%	\$200,065.32	\$377.48	1.84%	110,818.45	209.09	2.2066%	133,130.17	251.19
Bonfield	890	3.237%	\$195,298.99	\$219.44	3.08%	186,091.37	209.09	3.1225%	188,393.27	211.68
Papineau-Cameron	405	1.726%	\$104,135.33	\$257.12	1.40%	84,682.03	209.09	1.4842%	89,545.35	221.10
Chisholm	510	1.633%	\$98,524.33	\$193.18	1.77%	106,636.63	209.09	1.7338%	104,608.55	205.11
Calvin	227	1.482%	\$89,414.00	\$393.89	0.79%	47,463.75	209.09	0.9605%	57,951.31	255.29
Mattawa	860	1.347%	\$81,269.00	\$94.50	2.98%	179,818.62	209.09	2.5721%	155,181.22	180.44
Mattawan	70	0.329%	\$19,861.73	\$283.74	0.24%	\$14,636.40	209.09	0.2642%	15,942.73	227.75
TOTAL	28852		\$6,033,284.73		99.99%	\$6,032,705.73	209.09	1.00	6,032,850.48	
Totals	65693		\$6,033,284			\$6,033,333			\$6,033,333	

Total Capital rebuild cost is and estimate of \$121,000,000 plus \$110,000,000 interest, minus the \$50,000,000 arranged by the province to be divided in each of the first years of the loan. This is a Total of \$181,000,000. Divided over the next 30 years this equals \$6,033,333 per year.



Excerpt from Council Meeting Minutes – June 2, 2026

19. Notice of Motion – Deputy Mayor Hull – Affirming Outdoor Education as an Essential Part of Public Education in Ontario

Deputy Mayor Hull explained the importance of outdoor education and how this motion is in response to the closure of the Toronto District School Board outdoor education centre. He explained that he is asking for the Parks, Recreation and Culture Department to be mindful of outdoor nature-related opportunities for citizens; he is not asking for a formal report.

Discussion included staff evaluation and making a change to the motion to recognize the work staff currently undertake regarding outdoor opportunities.

R-151-2026

It was **Moved** by C. Hull, **Seconded** by J. Kirkland and **Carried**

Whereas outdoor and experiential education provides students with critical opportunities to improve mental health, physical well-being, environmental literacy, teamwork, leadership, resilience, and academic engagement;

And whereas access to nature and outdoor learning opportunities should not depend on a family's income, geography, or ability to afford private camps, cottages, or outdoor recreation;

And whereas many students, especially those living in urban communities, rely on publicly funded school programs as their primary opportunity to experience forests, trails, waterways, dark skies, overnight camping, and land-based learning;

And whereas closures of Outdoor Education Centres risk creating long-term negative consequences for student wellness, environmental stewardship, and equitable access to experiential learning opportunities;

And whereas knowledgeable and experienced outdoor education staff are essential to delivering safe, inclusive, and curriculum-based learning experiences;

And whereas municipalities that benefit from tourism connected to parks, trails, and natural spaces depend on environmentally responsible stewardship by visitors.

Therefore be it resolved that the Town of South Bruce Peninsula requests the Province of Ontario to:

1. Recognize outdoor education as an essential educational service and commit to equitable access for all Ontario students, and
2. Halt the closure of outdoor education centres and restore stable funding for programming across Ontario;

And that the Town's Parks, Recreation and Culture Department continues to evaluate how it can increase nature-related educational opportunities for citizens of all ages and abilities;

And further that this motion be forwarded to the Bluewater District School Board Trustees, MPP Paul Vickers, the Ontario Minister of Education MPP Paul Calandra, AMO, ROMA, The Council of Outdoor Educators of Ontario, and all other municipalities across Ontario.

May 29, 2026

Please be advised that during the regular Council meeting of May 26, 2026 the following resolution seeking support for sustainable funding for Public Health Units was carried.

RESOLUTION NO. 2026-244

DATE: May 26, 2026

MOVED BY: Councillor Roberts

SECONDED BY: Councillor Nieman

WHEREAS Ontario public health units and agencies provide a vital service to Ontarians that keeps people healthy, out of hospitals and out of the acute care system;

WHEREAS rural-urban equity in Ontario's public healthcare delivery is essential for a thriving provincial economy that keeps people at work and contributing;

WHEREAS Ontario's public health units & agencies sector has received a mere 1% in its annual budget increase from Queen's Park since 2018, a sum significantly below inflation and real-world cost increases;

WHEREAS public health faces steadily increasing demands, such as a 231% increase in respiratory outbreaks supported in Ontario's long-term care homes, hospitals, and retirement homes since 2018, as well as a 637% increase in Infection Prevention & Control complaints follow-ups;

WHEREAS according to the Association of Municipalities of Ontario (AMO), municipalities across Ontario spend close to \$4 billion on health despite receiving less than \$2 billion in provincial grants, and Canada's Constitution Act 1867 clearly asserts provincial responsibility for health;

WHEREAS Ontario consistently ranks at the bottom for provincial health spending per capita, at \$876 below the average of other provinces using 2022-2023 data;

WHEREAS 60% of Ontario's hospitals are overwhelmed and in dire operating deficits, yet the Canadian Public Health Association asserts that investment in Ontario public health's preventative and health promotion initiatives delivers a 4:1 return on investment, for example, for every dollar spent on upstream public health vaccine immunization of children, \$16 in downstream hospital and primary health care costs are saved;

WHEREAS municipalities are being asked to shoulder an escalating percentage of public health unit costs while also asked to solve complex social determinates of health such as rural homelessness and food insecurity but with limited revenue tools;

WHEREAS the province and federal governments continue to collect significant revenue from local/municipal property transactions through the Land Transfer Tax and Goods & Services Tax;

NOW THEREFORE BE IT RESOLVED THAT The Council of the Corporation of the County of Prince Edward requests:

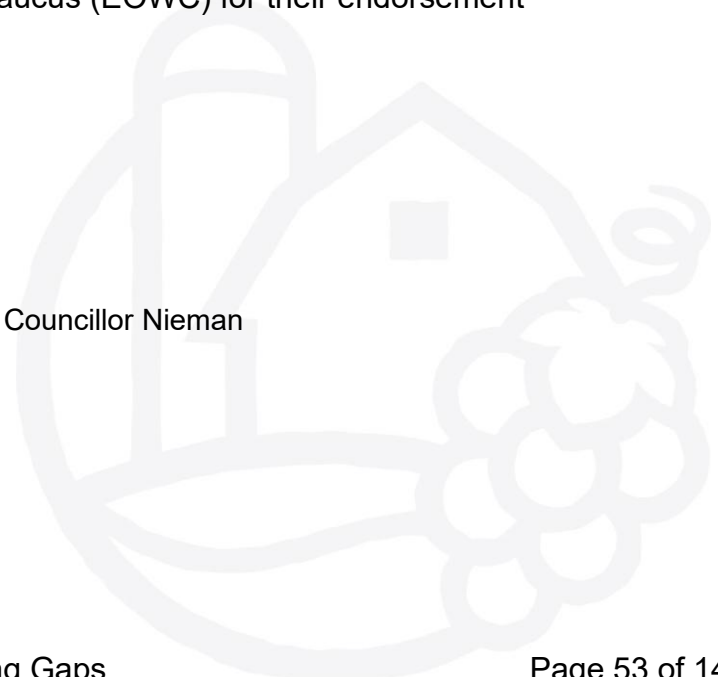
1. **THAT** the Provincial Government redistribute a portion of the Land Transfer Tax to municipalities to address public health funding gaps and the rising % share of municipal contributions to public health units;
2. **THAT** when the province announces its new Ontario Public Health Standards, it also commits to minimum annual funding increases tied to Ontario's consumer price inflation, currently holding at 2.4%;
3. **THAT** this resolution be forwarded to Prime Minister Mark Carney, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, Bay of Quinte Member of Parliament, Chris Malette, and Member of Provincial Parliament, Tyler Allsop; and
4. **THAT** this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) Rural Ontario Municipal Association (ROMA) and the Eastern Ontario Wardens' Caucus (EOWC) for their endorsement and advocacy.

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor Roberts, Councillor Nieman





May, 27, 2026

Re: OPP Detachment Board Resolution of Support - Traffic Calming and Speeding Mitigation Techniques

Please be advised that the Council of the Municipality of North Grenville, at its Regular Meeting on May 26, 2026, passed the following motion pertaining to the OPP Detachment Board Resolution of Support - Traffic Calming and Speeding Mitigation Techniques:

Resolution #: C-2026-215

Moved By: Deputy Mayor John Barclay

Seconded by: Councillor Deb Wilson

THAT Council accept the OPP Board Resolution - Traffic Calming/Speeding Mitigation Techniques as information as submitted and circulated.

FURTHER THAT Council consider the request to support the OPP Board resolution as attached.

Carried.

If you have any questions regarding the above resolution, please do not hesitate to contact me by e-mail at clerk@northgrenville.on.ca.

Thank you,

A handwritten signature in cursive script that reads "Lindsey Lee".

Lindsey Lee
Municipal Clerk



May 7, 2026

Traffic Calming/Speeding Mitigation Techniques

The North Grenville, Merrickville-Wolford Village OPP Detachment Board, at its Meeting on May 7, 2026, passed the following motion with the request for municipal support:

Moved by: Ian Fraser

Seconded by: Jim Goodman

WHEREAS history demonstrates that speeding and public safety concerns are increasing across Ontario;

WHEREAS the Provincial government has shown interest and allocated financial resources to certain municipalities to implement alternative measures to photo radar, reaffirming its ongoing commitment to addressing public safety issues;

WHEREAS this commitment currently applies only to municipalities utilizing photo radar as a deterrent;

AND WHEREAS such funding support would assist municipalities with limited financial resources in protecting their citizens - especially seniors and school-aged children.

NOW THEREFORE BE IT RESOLVED that the Grenville 1 OPP Detachment Board respectfully request North Grenville and Merrickville-Wolford Councils advocate that the province expand its stated interest and financial commitment to include all municipalities in Ontario, adopting a province-wide approach to public safety and thereby ensuring the well-being of all Ontarians;

AND THAT this resolution be sent to the following:

Premier Doug Ford

Minister of Transportation

Minister of Finance

MPP Steve Clark

AMO

ROMA

All Ontario Police Service Boards

And all 444 Municipalities in Ontario

Carried.



DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
POA 1C0

(705) 382-3332

(705) 382-2954

Fax: (705) 382-2068

Email: admin@armourtownship.ca

Website: www.armourtownship.ca

Date: May 26, 2026

Motion # 2026-158

WHEREAS Highways 11 and 17 are critical transportation corridors connecting Northern Ontario communities and supporting national trade, tourism, emergency response, and economic development; and

WHEREAS Northern Ontario residents, travellers, commercial drivers, and emergency services rely on safe and accessible year-round highway infrastructure; and

WHEREAS many stretches of Highways 11 and 17 lack sufficient rest areas, washroom facilities, truck parking, warming centres, fuel access, and safe pull-off locations, particularly in remote areas of Northern Ontario; and

WHEREAS inadequate rest stop infrastructure contributes to driver fatigue, safety concerns, limited accessibility, and challenges for tourism and commercial transportation;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Armour calls upon the Government of Ontario and the Government of Canada to prioritize the development of new and upgraded highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario; and

BE IT FURTHER RESOLVED THAT such infrastructure include year-round washrooms, safe parking areas, commercial truck parking, warming shelters, electric vehicle charging stations, fuel access, tourism information, and improved emergency communication services where feasible; and

BE IT FURTHER RESOLVED THAT the Province of Ontario work collaboratively with Northern municipalities, FONOM, NOMA, Indigenous communities, and industry stakeholders to identify priority locations for investment; and

BE IT FURTHER RESOLVED THAT this resolution be circulated to FONOM, NOMA, AMO, local MPPs and MPs, the Premier of Ontario, and Ontario municipalities.

Moved by:	Blakelock, Rod	<input checked="" type="checkbox"/>
	Brandt, Jerry	<input type="checkbox"/>
	Haggart-Davis, Dorothy	<input type="checkbox"/>
	Ward, Rod	<input type="checkbox"/>
	Whitwell, Wendy	<input type="checkbox"/>

Seconded by:	Blakelock, Rod	<input type="checkbox"/>
	Brandt, Jerry	<input checked="" type="checkbox"/>
	Haggart-Davis, Dorothy	<input type="checkbox"/>
	Ward, Rod	<input type="checkbox"/>
	Whitwell, Wendy	<input type="checkbox"/>

Carried / Defeated _____

Declaration of Pecuniary Interest by: _____

Recorded vote requested by: _____



DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
POA 1C0

(705) 382-3332

(705) 382-2954

Fax: (705) 382-2068

Email: admin@armourtownship.ca

Website: www.armourtownship.ca

Date: May 26, 2026

Recorded Vote:

Blakelock, Rod

Brandt, Jerry

Haggart-Davis, Dorothy

Ward, Rod

Whitwell, Wendy

For

Opposed



Regular Council
STAFF REPORT

Subject: Report # 26-15 PW RDS Pedestrian Crossover Update
Meeting: Regular Council - 11 Jun 2026
Report To: Mayor and Members of Council
From: Mike Timmins, Director of Public Works
Department: Public Works

Purpose:

The purpose of this report is to provide Council with an update on the Pedestrian Crossover project design and public feedback.

Recommendation:

That Council receives Report # 26-15 PW RDS Pedestrian Crossover Update as information.

Background:

Minden Hills Council passed the following resolution on January 6, 2026;

Resolution #26-17

That Council Amends the 2026 Mayoral Budget to finance \$470,000 of the Roads Sidewalk and Crosswalk Project from reserves, and add \$370,000 to the tax levy.

On March 26, 2026 Council received report #26-09 Minden Pedestrian Crossover Conceptual Plan as information. During this report discussion, concerns were raised regarding the reduction of parking spaces on Bobcaygeon Road and there was interested in seeking feedback.

Analysis:

The proposed pedestrian crossing location has been recommended by Engage Engineering to replace the two courtesy crossings in the nearby vicinity. The existing locations of the courtesy crossings have sight line issues and various turning movements for vehicles which represent risks to pedestrian safety while crossing.

The proposed location is halfway between Water St and Newcastle St and represents a more favourable location with better sight lines in either direction. Combined with the flashing beacons that would be activated by a push button indicator, the proposed location would give both pedestrians and drivers a safer crossing compared to the existing conditions.

Pedestrian safety has been a recurring theme during this term of Council. At the Regular Meeting of Council on October 26, 2023 Council directed Staff to purchase two digital speed signs to help reduce vehicle speeds in Minden Village.

At the Regular Meeting of Council on February 1, 2024 Council directed Staff to purchase an additional two new digital speed signs for Minden Village and to expand the Community Safety Zones in Minden Village to include Bobcaygeon Road and Water Street.

In 2025 Trillium Lakelands District School Board made changes to their bus routes, which resulted in local students walking further distances than in previous years. At that time, Staff received feedback from the community which suggested concerns with school children walking to school safely.

The revised design for the pedestrian crossing reduces the number of lost parking spaces to four. The reclaimed parking spaces were achieved by reducing the curb bump-out and adjusting the curb radius. The design does not eliminate the bump-out altogether, as it is a critical safety feature which allows pedestrians to safely see around parked cars without having to walk between parked vehicles and into the roadway.

Accessible parking spaces have also been reduced. Feedback received suggested that residents would like an accessible parking space near the Newcastle Street intersection, to allow easy access to the bank. This has been noted on the revised version of this conceptual plan. Further, the location of the accessible parking spaces do not need to be determined at this time, Staff will have the opportunity to determine the placement of these parking spaces.

Feedback for this project was mixed, with some misinformation being shared on social media. The majority of the negative comments were from residents who did not feel that the pedestrian crossover is warranted, or questioned the timing of the project. These aspects were considered by Council when the project was approved in January of 2026.

Many positive comments were received from residents who welcome additional traffic control safety features in Minden Village.

Misinformation

The majority of the misinformed comments and concerns were as follows:

- Residents who believe this is an overpass with stairs. To clarify, this project does not include any stairs. The pedestrian crossover is at ground level and the goal is to improve accessibility
- Residents who believe the project has an estimated cost of \$500,000. To clarify, the combined project cost for the pedestrian crossover and the sidewalk improvements is \$500,000. Approximately \$130,000 of this project is expected to be allocated to the pedestrian crossover

Financial Implications:

N/A

Attachments:

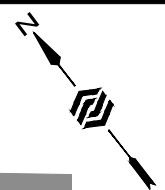
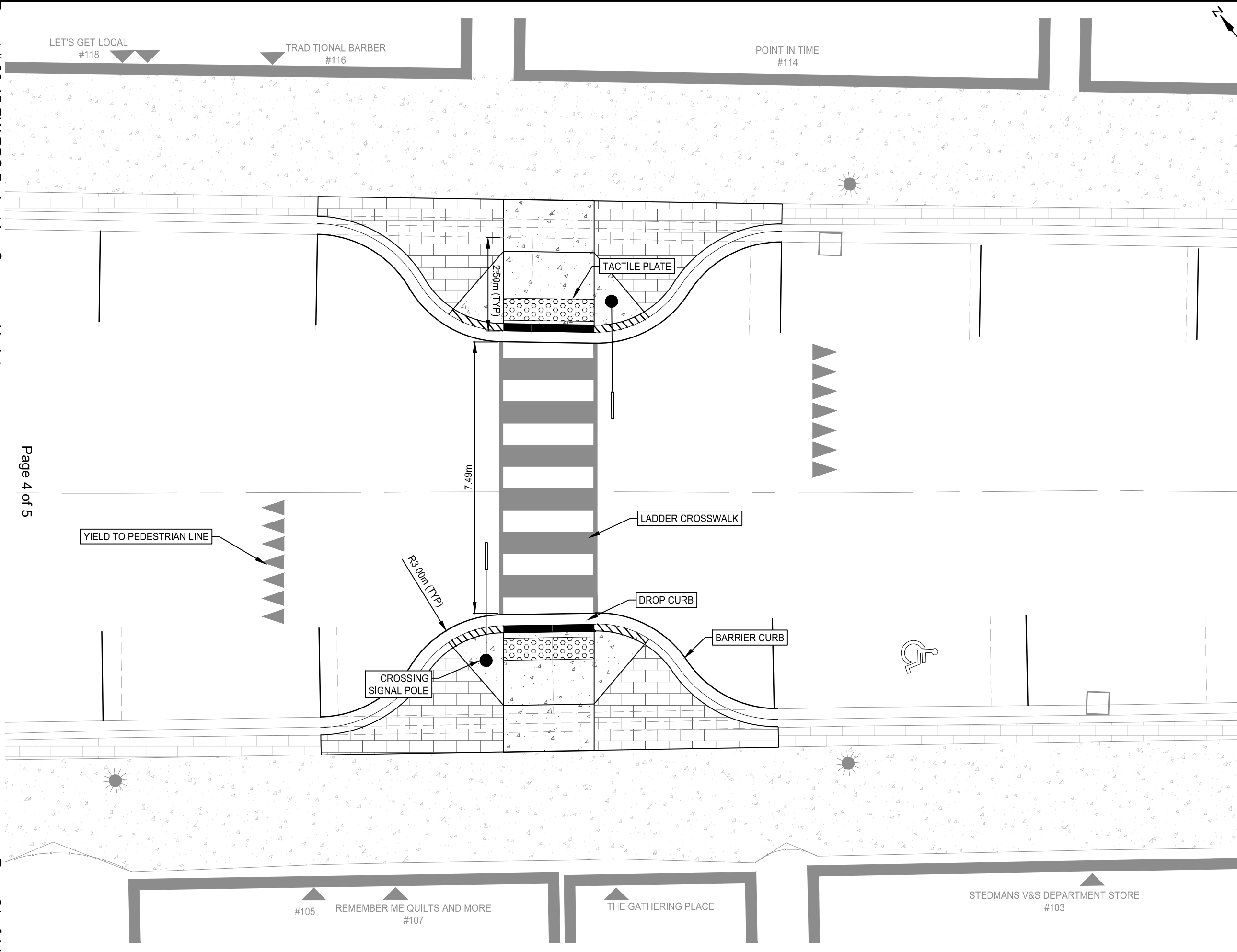
[26006 - Pedestrian Crossing Design Revised](#)

Approved by

Vicki Bull, Clerk
Cynthia Fletcher, CAO

Status:

Approved - 04 Jun 2026
Approved - 05 Jun 2026



CON WITH THIS DESIGN

- LOSING 4 PARKING STALL

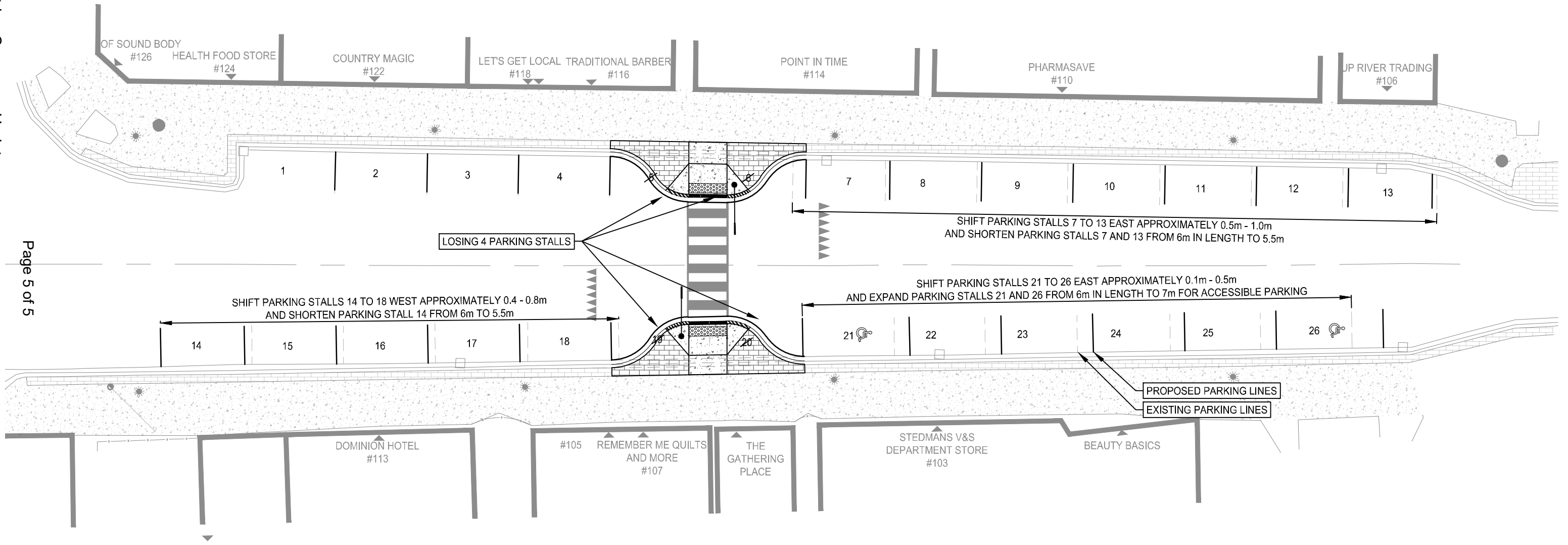
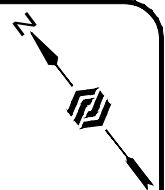
ENGAGE
ENGINEERING

www.engageeng.ca • 171 King Street, Suite 120, Peterborough, ON • Phone: (705) 755-0427

MINDEN PEDESTRIAN CROSSING

OPTION 1

DRAWN: J.BURKE	APPROVED: B.PARSONS	SCALE: 1:100	DATE: 2026-03-12	PROJECT No.: 26006
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MINDEN PEDESTRIAN CROSSING

OPTION 1

DRAWN: J.BURKE	APPROVED: B.PARSONS	SCALE: 1:250	DATE: 2026-03-12	PROJECT No.: 26006
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Regular Council STAFF REPORT

Subject: Report # 26-17 Facilities- Curling Club Roof Project Update
Meeting: Regular Council - 11 Jun 2026
Report To: Mayor and Members of Council
From: Mike Timmins, Director of Public Works
Department: Public Works

Purpose:

The purpose of this report is to provide Council with an update on the Curling Club Roof Project and to seek approval to include the additional portion of the flat roof that was not previously specified.

Recommendation:

That Council receives report #26-17 Facilities as information; and

That Council directs Staff to include the flat roof portion of the curling club for an additional cost of \$22,100.00 plus HST to be funded from the Property Reserve account.

Background:

At the November 27, 2025 Regular Meeting of Council, Council passed the following resolution;

That Council receives report #25-13 PW RDS Cultural Centre and Curling Club Roof Update as information; and

That Council directs staff to award roof replacement at the Curling Club to ICI Roofing Ltd for a total cost of \$177,000 + HST;

In the time since this project was awarded, additional issues have been identified in a separate, flat roof portion that was not previously considered as part of this project. Staff had this additional work quoted by the ICI Roofing in an effort to have this work completed at the same time as the main roof.

Analysis:

The additional flat roof portion is above the entrance and social area of the curling club. These leaks were not identified to Township Staff during previous meetings regarding this

roof project. ICI Roofing Ltd is prepared to complete this work while they are on site for the main roof project.

Financial Implications:

The additional flat roof project is expected to cost \$22,100 plus HST, with the assumption that ICI Roofing Ltd can complete this work while they are onsite, reducing additional mobilization costs. Staff recommend funding this additional expense from the Property Reserve account. Current balance is \$306,000

Approved by

Vicki Bull, Clerk
Cynthia Fletcher, CAO

Status:

Approved - 05 Jun 2026
Approved - 05 Jun 2026



Regular Council STAFF REPORT

Subject: Report # 26-19 WM: Bulldozer Single Source
Meeting: Regular Council - 11 Jun 2026
Report To: Mayor and Members of Council
From: Mike Timmins, Director of Public Works
Department: Public Works

Purpose:

The purpose of this report is to provide Council with an update on the Bulldozer Procurement and to provide details on Staff's recommendation to move forward as a Single Source purchase, as per Policy 17- Procurement.

Recommendation:

That Council receives Report #26-19 WM Bulldozer Single Source as information; and

That Council directs Staff to purchase the Bulldozer from Toromont Cat as a Single Source procurement; and further

That Council authorizes the Director of Finance/Treasurer to approve the purchase of a used bulldozer not to exceed the approved budget amount of \$150,000 plus HST.

Background:

During the 2026 Budget process, Staff were directed to purchase a used bulldozer for the Waste Management Department. Since receiving this direction, Staff have been researching options from various suppliers and platforms for the sale and purchase of used equipment.

As per Policy 17- Procurement;

"Single Source" means there is more than one source in the open market but for reasons of function or service, one Vendor is recommended for consideration of the particular Commodity. This denotes a Purchase which is not Competitive.

Analysis:

Staff have found that despite the availability of suitable machines, the Township process does not allow for the quick turn around time that is required to secure the purchase of used

equipment. The used equipment market is competitive, and desirable equipment sells quickly.

Staff have been working with Toromont Cat to source equipment from all over the Ontario and neighbouring provinces.

Benefits of Single Source through Toromont Cat and delegating authority to purchase:

- Ability to source equipment from all of Ontario and other provinces
- Opportunity to have access to equipment before it's posted for sale
- Not losing out on potential equipment pending the Townships more lengthy procurement and approval to purchase process
- Mechanical inspections and feedback from Toromont Cat
- Toromont Cat is aware of the Township budget for this procurement and will be incentivized to find a machine that suits our needs, potentially waiving or reducing administrative fees to meet budget
- The Township currently has a strong working relationship with Toromont Cat and their senior sales team, which is strengthened by a the purchase of previous PW equipment and ongoing service contracts.
- Toromont Cat will source all equipment makes and models

Financial Implications:

Staff are recommending that Council authorizes the Director of Finance/Treasurer to approve this purchase for a cost not more than the approved \$150,000 plus HST. Council will be supporting Staff to move much more quickly on the purchase of this used equipment.

Funding for this procurement is included in the 2026 Capital Budget.

Approved by

Vicki Bull, Clerk
Cynthia Fletcher, CAO

Status:

Approved - 03 Jun 2026
Approved - 03 Jun 2026

Regular Council

STAFF REPORT



Subject: Report # 26-006(Fire) Automatic Aid Agreement with the Town of Bracebridge

Meeting: Regular Council - 11 Jun 2026

Report To: Mayor and Members of Council

From: Don Kruger, Fire Chief

Department: Fire

Purpose:

To provide for safer and effective fire response along shared boundary lines with The Town of Bracebridge on Highway 118.

Recommendation:

That Council receives Report 26-006 Fire Automatic Aid Agreement with the Town of Bracebridge, as information; and

That By-law 26-55 to authorize the execution of the agreement, be referred to the by-law section of the agenda for approval and implementation; and further

That Staff forward the agreement to the corresponding municipality for signatures.

Background:

For many years the Township of Minden Hills and the Town of Bracebridge have relied upon an informal agreement for mutual aid near the boundary line of the municipalities on Highway 118. This agreement will formalize that arrangement.

Analysis:

Due to the long travel distance to the boundary area on Highway 118, any fire response would be delayed and the incident would be in an advanced stage by the time fire crews arrived on scene.

For the Minden Hills crews this could mean a large wildfire, for the Bracebridge crews this could mean a large structure fire or a wildfire.

Working with neighbouring municipalities through aid agreements in the fire service is beneficial to the residents and their properties to support timely service and adequate

resources. This agreement will ensure that resources are dispatched from both municipalities to safely and effectively mitigate the incident.

Neighbouring departments would normally respond by Mutual Aid for these types of calls. Mutual Aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries. Previously the second department was requested after the arrival of the first fire department apparatus causing a significant delay in response from the second department.

The formal response agreement will activate the second department on the original dispatch. The formal agreement will reduce the Fire Departments manual coordination and increase response time as the Dispatch Service immediately activates the second department upon receiving the emergency call.

Financial Implications:

There is no cost increase as the responding departments would be called for mutual aid.

Energy Impacts and Renewable Energy Readiness:

N/A

Others Consulted:

Bracebridge Fire Chief K Plested

Attachments:

[2026-02-10 - DRAFT Automatic Aid Agreement - Bracebridge and Minden Hills](#)
[By-law 26-55 To execute an Automatic Aid Agreement with the Town of Bracebridge](#)

Approved by

Don Kruger, Fire Chief
Vicki Bull, Clerk
Cynthia Fletcher, CAO

Status:

Approved - 26 May 2026
Approved - 03 Jun 2026
Approved - 03 Jun 2026



**Automatic Aid Agreement
Town of Bracebridge and Township of Minden
Hills**

THIS AGREEMENT made this _____ day of **Month**, 2026.

between

THE CORPORATION OF THE TOWN OF BRACEBRIDGE
(hereinafter called the "Town of Bracebridge")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF MINDEN HILLS
(hereinafter called "Township of Minden Hills")

OF THE SECOND PART

WHEREAS Section 9 of the Municipal Act, 2001, S.O 2001, c.25 provides that municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising their authority under the Municipal Act or any other Act;

AND WHEREAS Section 11 and Section 20 of the Municipal Act, 2001, S.O 2001, c.25 provides that a lower-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction set out therein including, to enter into an agreement with another municipality for providing and receiving Fire Protection Services;

AND WHEREAS Section 2(6) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 provides that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS the Councils of the Township of Minden Hills and the Town of Bracebridge have each passed by-laws to authorize this Agreement;

NOW THEREFORE in consideration of the mutual covenants, conditions and considerations herein contained, the Township of Minden Hills and the Town of Bracebridge mutually agree as follows:

1. INTRODUCTION

1.1. This Fire Services Automatic Aid Agreement, hereinafter called the "Agreement," is intended to provide Fire Protection Services effectively, efficiently, and safely through a cooperative and flexible approach to the residents of both municipalities.

2. DEFINITIONS

2.1. In this document:

2.1.1. **Automatic Aid** means a program designed to provide/receive assistance from the closest available Fire Department on a day-to-day basis for the purposes of delivering Fire Protection Services, as defined in this Agreement.

2.1.2. **Council** means the elected or appointed members of the Council of each municipality that is a party to this Agreement.

2.1.3. **Designate** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.



Automatic Aid Agreement Town of Bracebridge and Township of Minden Hills

- 2.1.4. **Fire Chief** means the person appointed by by-law as Fire Chief for each respective municipality.
- 2.1.5. **Fire Department** means the Fire Department of each municipality participating in this Agreement.
- 2.1.6. **Fire Protection Services** means the full range of services provided by a Fire Department and includes emergency response, training, fire prevention, and administrative support services.
- 2.1.7. **Incident Command** means the standardized management system employed by the fire service in Ontario to organize and direct resources at fires or other emergencies in order to safely, efficiently and effectively mitigate an incident.
- 2.1.8. **Initial Arriving Officer** means the individual in charge of the first-arriving Fire Department apparatus who serves as a supervisor within the meaning of the Occupational Health and Safety Act.
- 2.1.9. **Incident Response Area** means the geographical boundaries of the Town of Bracebridge and The Township of Minden Hills along the Highway 118 / Highway 118 E corridor.
- 2.1.10. **Province of Ontario Mutual Aid Plan** means the plan which incorporates the County, Regional and District MAPs developed under the authority of the Act, and under the direction of the Fire Marshal, facilitate the provision of associated Fire Protection Services to the residents of County, Regional and District under a coordinated and cooperative provincial plan.

3. GENERAL

- 3.1. The Town of Bracebridge agrees to provide aid to the Township of Minden Hills, when requested and able, in Minden Hills near their municipal border along Highway 118 for wildland fires and motor vehicle collisions (MVCs).
- 3.2. The Township of Minden Hills agrees to provide aid to the Town of Bracebridge, when requested and able, in Bracebridge near their municipal border along Highway 118 E for structure fires, wildland fires, and MVCs.
- 3.3. The fire apparatus and personnel for each department will respond to the occurrences in the Incident Response Area in a manner as if the response was in their own municipalities.
- 3.4. Upon the arrival of the first apparatus, the Initial Arriving Officer will establish Incident Command in accordance with established practices.
- 3.5. Should the Fire Chief or Designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, at an occurrence in the fire area, such assistance shall be summoned.
- 3.6. Each municipality recognizes that its Fire Department obligations are to its own ratepayers first, its obligations under the Province of Ontario Mutual Aid Plan second, and this Agreement third, and that this Agreement is subject to these overriding obligations.



**Automatic Aid Agreement
Town of Bracebridge and Township of Minden
Hills**

- 3.7. The Fire Chief or Designate may refuse to supply emergency response if response personnel, apparatus or equipment are required in their own municipality or elsewhere under provisions of the Province of Ontario Mutual Aid Plan.
- 3.8. The Fire Chief or Designate may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an Incident Response Area.
- 3.9. The parties hereto will do all things necessary to give full effect to the terms of the Agreement.

4. TERM

- 4.1. This Agreement shall continue from year to year unless terminated, amended, or replaced.

5. TERMINATION

- 5.1. Either party may terminate or amend this Agreement by providing the other party with 90 days' written notice delivered to a duly authorized representative of either party to this Agreement.

6. COSTS

- 6.1. Neither municipality shall charge the other for Fire Department emergency response provided under this Agreement.

7. NOTICE

- 7.1. Any notice or written consent required to be given by either party to the other shall be mailed, emailed delivered or sent by facsimile transmission to:

Township of Minden Hills
 Attn: Clerk
 7 Milne Street, Minden, ON, K0M 2K0
 Phone: (705) 286-1260
 Fax: (705) 286-4917

Town of Bracebridge at:
 Attn: Director of Corporate Services/Clerk
 1000 Taylor Court, Bracebridge, ON, P1L 1R6
 Phone: (705) 645-5264
 email: lmcdonald@bracebridge.ca

8. INDEMNIFICATION

- 8.1. Both the Township of Minden Hills and the Town of Bracebridge will indemnify and save harmless the other municipality, including its officers and staff, from any claim or costs incurred because of fulfilling or attempting to fulfil obligations under this Agreement, except where such claim or costs arise from deliberate acts or negligence for which they are legally responsible.

9. SEVERABILITY



Automatic Aid Agreement
Town of Bracebridge and Township of Minden Hills

9.1. If any covenant, provision or term of this Agreement should at any time be held by any competent tribunal void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of the Agreement which shall remain in full force and effect, mutatis mutandis

10. DISPUTE RESOLUTION

10.1. If a dispute arises between the parties as to their respective rights and obligations under this agreement, the representative Fire Chiefs shall attempt to resolve the dispute within fourteen (14) business days of the dispute arising. If the representatives of the disputing parties are unable to resolve the dispute within fourteen (14) business days, the matter may be sent to mediation.

IN WITNESS WHEREOF the Council of the Corporation of the Township of Minden Hills and the Council of the Corporation of the Town of Bracebridge have properly executed this Agreement on the day above written.

The Corporation of the Township of Minden Hills

Bob Carter, Mayor Date

Vicki Bull, Clerk Date

I/We have the authority to bind the Corporation

**Authorized by Motion
26-GC-XXX and
Confirming By-law
XXXX-XXX dated
Month DD, YYYY**

The Corporation of the Town of Bracebridge

Rick Maloney, Mayor Date

Lori McDonald, Director of Corporate Services/Clerk Date

I/We have the authority to bind the Corporation

The Corporation of The Township of Minden Hills

By-law No. 26-55

Being a by-law to authorize the Mayor and Clerk to execute an Automatic Aid Agreement between the Corporation of the Township of Minden Hills and the Corporation of the Town of Bracebridge

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

AND WHEREAS Section 9 the *Municipal Act*, 2001, c. 25, as amended provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act;

AND WHEREAS Section 11(2) the *Municipal Act*, 2001, S.O., 2001, c. 25, as amended, provides that a lower-tier municipality may pass by-laws for the provision of services that the municipality deems necessary or desirable for the public;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF MINDEN HILLS ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute an Automatic Aid Agreement between the Corporation of the Township of Minden Hills and Corporation of the Town of Bracebridge, attached hereto as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto this 11th day of June 2026.

Bob Carter, Mayor

Vicki Bull, Clerk

Regular Council

STAFF REPORT



Subject: Report # 26-06 (Finance) Annual Financial Report for Building Fees - Fiscal Year 2025

Meeting: Regular Council - 11 Jun 2026

Report To: Mayor and Members of Council

From: Zach Drinkwalter, Director of Finance

Department: Finance

Purpose:

The purpose of this report is to satisfy the annual reporting requirement for the Building Division, as set forth in the Ontario Building Code Act, SO 1992 C23, as amended.

Recommendation:

That Council receives Report #26-06 (Finance) Annual Financial Report for the Fiscal Year 2025, as information

Background:

Section 7(2) of The Ontario Building Code Act, SO 1992 C23, as amended, prescribes that the total amount of fees authorized for the application and issuance of permits, for maintenance inspections and orders must not exceed the anticipated reasonable costs of the municipality to administer and enforce the Act in its area of jurisdiction.

Section 7(4) of The Ontario Building Code Act, SO 1992 C23, as amended, prescribes that a municipality is required to prepare a report every twelve (12) months that contains information about fees prescribed for the application and issuance of permits, for maintenance inspections and orders and costs of the municipality to administer and enforce the Act in its area of jurisdiction.

Section 7(5) of The Ontario Building Code Act, SO 1992 C23, as amended, prescribes that the annual report is to be made available for the public.

A municipality is permitted to have a reserve fund which is available to manage the risks involved in the operation of a Building Division. Construction downturns, capital purchases, litigation, staffing levels and changes in legislation are examples of factors which may place stress on the annual budget. It is for these types of unexpected expenses that the Reserve Fund is established.

The Building Reserve Fund is considered to be an obligatory reserve fund. The Township's Reserve and Reserve Fund Policy (TR.20.1) defines an obligatory reserve fund as follows:

"Obligatory reserve fund" means a reserve fund created whenever a statute or legislation requires that funds received be segregated from the general funds of the Town through financial agreement or legislative direction. Obligatory reserve funds are created solely for the purpose prescribed for them.

Analysis:

2025 Reserve fund Balance:

Opening balance at January 1, 2025	(139,437)
Transfer From - Year end	248,462
Deficit(Surplus)	
Reserve Transfers	-
Ending Balance at Dec. 31, 2025	117,114
Accumulated Deficit	

2025 Revenue and Expenses:

Building Permits	245,300.95
Septic Inspections	71,250.00
Total Revenue	316,551

Direct Costs	470,834
Indirect Costs	94,179
Total Direct and Indirect Costs	565,013
Total Deficit for 2025 (unaudited)	248,462

Number of Permits from 2024: **345**

Number of Permits from 2025: **279**

Average Permit Revenue 2024: **1,147.52**

Average Permit Revenue 2025: **1,134.59**

Average Permit Revenue Required to balance 2025 deficit : **\$2,025.17**

Required % increase in fees: **78%**

Increase in fees recommended: **50%**

The recommended building permit fee changes will be on the upcoming Fees and Charges bylaw at the June 25th Council meeting for approval by Council.

The fees that will be proposed on June 25th, are attached below.

Financial Implications:

N/A

Others Consulted:

Tim Lewis, CBO
Cynthia Fletcher, CAO

Attachments:

[Suggested Building Permit Fee Changes](#)

Approved by

Tim Lewis, Deputy Chief Building Official
Vicki Bull, Clerk
Cynthia Fletcher, CAO

Status:

Approved - 01 Jun 2026
Approved - 03 Jun 2026
Approved - 03 Jun 2026

Class	Old Fee	New Fee - Increased by 50%
To construct a dwelling OR addition to a dwelling plus buildings used for human habitation i.e. bunkies, private cabins /sq. ft. flat rate	\$1.00	\$1.50
To construct an accessory building OR addition to an accessory building /sq. ft.	\$0.80	\$1.20
To demolish a building	\$150.00	\$225.00
To construct a deck under 200 Sq.ft.	\$200.00	\$300.00
To construct a deck over 200 sq.ft is \$1.00 Per sq.ft	\$0.00	\$1.00
To construct a commercial or industrial building /sq. ft.	\$1.10	\$1.65
To construct a tent over 60 sq. m	\$100.00	\$150.00
To transfer an existing permit	\$150.00	\$225.00
To change use of building	\$100.00	\$150.00
To construct a foundation – Unfinished /sq. ft.	\$0.60	\$0.90
To construct a foundation – Finished /sq. ft.	\$1.00	\$1.50
To install a swimming pool	\$150.00	\$225.00
Solid Fuel burning Appliance/HVAC System/Chimney – IE Woodstove/Furnace	\$150.00	\$225.00
Agricultural Building /sq.ft	\$0.50	\$0.75
Minimum Fee for any Building Permit which includes admin fee of \$200	\$350.00	\$525.00
Plumbing Permit – Dwellings \$100.00 + \$5/fixture	\$200.00	\$300.00
ICI Basic Fee when plumbing is in conjunction with other construction	\$75.00	\$112.50
To renovate an existing building – dwellings /sq. ft	\$0.55	\$0.83
To renovate an existing building – ICI /sq. ft	\$0.65	\$0.98
Building without a permit	Double the Standard Fee	Double the Standard Fee
Re-Inspection Fee	\$100.00	\$150.00
Conditional Permit - plus applicable Building Permit Fees	\$100.00	\$150.00
Application for a Sewage System – Classes 2, 3, 4 & 5	\$875.00	\$1,312.50
Septic Permit for an Addition/ Renovation/Change of Use Tank Change	\$450.00	\$675.00
Septic Permit Review (For Change of a Design Requiring a Site Visit)	\$250.00	\$375.00
File Search Request and Response Letter (Part 8)	\$50.00	\$75.00
Sidewalk Table and Chair Policy per year	\$100.00	\$150.00
Admin. Fee – Non-Refundable		
To accompany all applications for a building permit (excluding all Septic fees, Dog fees and Sidewalk Policy) flat rate	\$200.00	\$300.00
Annual Maintenance Fee – Non-Refundable	\$300.00	\$450.00
Revised Plans Review – Existing Permits only	\$100.00	\$150.00
Refreshment Vehicle Fee – annual	\$500.00	\$750.00



Regular Council

STAFF REPORT

Subject: Report # 26-08(Finance Department) - Purchase of Provincial Surplus Land

Meeting: Regular Council - 11 Jun 2026

Report To: Mayor and Members of Council

From: Zach Drinkwalter, Director of Finance

Department: Finance

Purpose:

The purpose of this report is to seek Council direction regarding the purchase of Provincial property that was declared by the province earlier this year.

Recommendation:

That Council receives report 26-08(Finance) Purchase of Provincial Surplus Land for information; and

That Council waives section 3b of policy 113 (A policy to govern the use of proceeds from the sale of portions of original shoreline (marine) allowance for roads), which limits shoreline road allowance reserves at 15% spending per year; and

That Council directs staff to utilize \$50,000 from Parkland Reserves and \$580,000 from Shoreline Road Allowance reserves to fund the \$630,000 purchase price of the property; and

That Council authorizes staff to execute the agreement of purchase and sale provided by the province and refers By-law 26-56 to the bylaw section of the agenda for approval.

Background:

The Province has declared surplus property (PIN 39189-0086 -MNR Airbase).

In addition to information provided by the Province, Staff have confirmed the following points:

Both stage 1 environmental and a stage 1 & 2 Archaeological studies have been completed with no further action recommended from the studies. Staff have received the studies and reviewed them, with no concerns noted.

After discussion with infrastructure Ontario, a prolonged payment period is not possible under their current policies and payments must be made in accordance with the agreement of purchase and sale(APS) as follow:

- 5%(\$31,500) on submission of offer to purchase
- 5%(\$31,500) within 48 hours of acceptance of the APS
- Remaining balance(\$567,000) payable upon closing date

The agreement of purchase and sale has been attached to this report for review.

Analysis:

Staff is recommending utilizing funds from both the Parkland fees reserves and the Shoreline Road Allowance Reserves to fund the purchase of this property.

The total purchase price of the property is \$630,000 based on multiple appraisals from the province.

Staff is recommending \$50,000 from parkland reserves and \$580,000 from the shoreline allowance reserves.

The balance of the above noted reserve accounts as of December 31, 2025 is as follows:

- Parkland Reserves - \$ 58,084.06
- Shoreline Road allowance Reserves \$ 659,548.09

Per our internal policy 113 (A policy to govern the use of proceeds from the sale of portions of original shoreline (marine) allowance for roads), which is attached, only 15% of the shoreline allowance reserve account can be spent in any fiscal year. In order to move ahead with this purchase Council would be required to waive that section of the policy.

Financial Implications:

Reduction of Parkland and Shoreline road allowance reserves by \$630,000. Any legal cost related to purchasing this property will be covered under our operating budget but included as part of the capital purchase.

Attachments:

[Policy 113 - Govern the Use of Proceeds from the Sale of Portions of the Original Shoreline \(Marine\) Allowance for Road](#)

[Agreement of Purchase and Sale \(v.2\) - clean](#)

[By-law 26-56 Aquisition and Purchase of Lands](#)

Approved by

Vicki Bull, Clerk
Cynthia Fletcher, CAO

Status:

Approved - 05 Jun 2026
Approved - 05 Jun 2026



Policy #113

A Policy to Govern the Use of Proceeds from the Sale of Portions of the Original Shoreline (Marine) Allowance for Road

December 14, 2017

Definitions and Interpretation Rules

Wherever a word is used in this Policy with its first letter capitalized, the term is being used as it is defined in this Section. Where any word appears in ordinary case, its regularly applied meaning in the English language is intended. Defined terms may be used throughout this policy in different grammatical contexts.

“Asset Management Plan” shall mean a Council adopted plan that provides direction in determining the allocation of funds necessary for maintaining, upgrading and operating the Township’s physical assets over their lifecycle in a cost-effective manner, in order to meet current and future needs in a fiscally responsible manner necessary to attain an identified level of service.

“Original Shore Road Allowance” shall mean the unflooded portion of an original allowance for a road reserved along the shore of a navigable waterway, but not an allowance that has become an open public street.

“Intergenerational Equity” shall mean the principle in which individuals in each time period should (as a group) contribute to public expenditures from which they derive benefits in accordance with their share of those benefits.

“Township” shall mean the Corporation of the Township of Minden Hills.

“Parks and Trails Plan” shall mean a Council adopted plan that provides an inventory of existing parks and trails within the Township and identifies the issues, needs, and opportunities within the context those existing parks and trails and examines the need for additional parkland in the Township which may be necessary in order to attain an identified level of service.

“Shoreline Road Allowance Reserve Account” means the reserve fund created at the direction of Council for the purposes of setting aside revenues from the sale of Shore Road Allowances; with assets which are segregated and restricted to meet the purpose of the reserve fund set out herein.

Purpose

The purpose of this Policy is to ensure the wise use and management of the proceeds from the sale of Original Shore Road Allowances; and, to ensure Intergenerational Equity as the Township disposes land assets in favour of financial assets by dedicating the funds from the sale of such land to either the acquisition of new water access points or shoreline restoration projects subject to the Guiding Principles set out in this Policy.

General

The Original Shore Road Allowance represents Township owned property on which any member of the public has the right to enjoy freely; however, the public utility of the Original Shore Road Allowance is often marginal in contrast to its private utility. Accordingly, the Township has established separate policy to govern the sale and disposition of the Original Shore Road Allowance. In order to ensure that the continued disposition of this Township property does not deprive future generations of public access to the waterfront areas, this policy has been established to ensure the long term provision of publically accessible land, in a financially sustainable manner, and that the long term ecological integrity of the watershed is supported by Township efforts.

Scope

This policy shall apply to the use of funds collected through the sale of the Township's Original Shore Road Allowance.

Guiding Principles

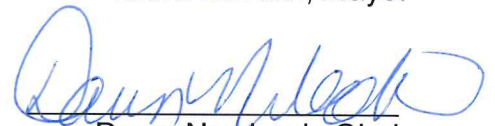
1. All revenue generated from the sale, or lease, of the Original Shore Road Allowance shall be placed into a Shoreline Road Allowance Reserve Account the use of which shall be governed by paragraphs 2, 3, and 4.
2. Where the Township has an Asset Management Plan which has been updated within the last five (5) years and which takes into consideration the recommendations of a Parks and Trails Plan, Council may use funds held in the Shoreline Road Allowance Reserve Account for the purpose of:
 - a. purchasing land which provides the general public with opportunities for the recreational enjoyment of lakes located within the Township together with the recreational opportunities at the nearshore area of such lake, and where such need has been identified in a Parks and Trails Plan.
3. For the purposes of naturalizing Township owned property located at or near the shoreline of a lake or river, provided that:

- a. the planned naturalization consists entirely of native species except that such planting may include the use of non-native species for the purposes of assisted migration where a qualified professional has endorsed the use of such non-native species; and,
 - b. no more than 15% of the Shoreline Road Allowance Reserve Account balance may be used for such purposes in any given year.
4. For consulting services conducted by a qualified professional for work associated with paragraph 3(a).
 5. The Township will review this Policy every five (5) years, or as needed.

Adopted by Council this 14th day of December, 2017.



Brent Devolin, Mayor



Dawn Newhook, Clerk

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER
OF INFRASTRUCTURE**

as “Vendor”

and

**TOWNSHIP OF MINDEN HILLS [NTD: PURCHASER TO CONFRIM NAME OF
CORPORATION THAT WILL BE PURCHASING AND TAKING TITLE]**

as “Purchaser”

AGREEMENT OF PURCHASE AND SALE

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AGREEMENT OF PURCHASE AND SALE

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY
THE MINISTER OF INFRASTRUCTURE
(hereinafter called the “Vendor”)

OF THE FIRST PART

- and -

TOWNSHIP OF MINDEN HILLS [NTD: PURCHASER TO CONFIRM NAME
OF CORPORATION THAT WILL BE PURCHASING AND TAKING TITLE]
(hereinafter called the “Purchaser”)

OF THE SECOND PART

RECITALS:

- A. The Vendor is the owner in fee simple of the property defined as the “Property” in Section 1.01(m) of this Agreement.
- B. OILC confirms that it is the statutorily designated agent of the Vendor.
- C. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1
DEFINITIONS

1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

- (a) “Adjustments” means the adjustments to the Purchase Price provided for and determined pursuant to this Agreement.
- (b) “Affiliate” has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (c) “Agreement” means collectively, this agreement of purchase and sale, all schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.
- (d) “Applicable Laws” means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations, in each case, in force in the Province of Ontario, or otherwise binding on the Purchaser or the Vendor.
- (e) “As Is Where Is” has the meaning ascribed to it in Section 5.01.
- (f) “Assessment Act” means the *Assessment Act*, R.S.O. 1990, c. A. 31, as amended from time to time, and any successor or replacement legislation thereto.
- (g) “Assignee” has the meaning ascribed to it in Section 13.01.
- (h) “Authority” means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government ministry,

commission, board, tribunal, or any regulatory, administrative or other agency, or any subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Vendor, the Purchaser and/or the Property, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

- (i) “**Buildings**” means, individually or collectively, as the context requires, all buildings, structures and fixed improvements located on, upon or under the Lands, and all improvements and fixtures of the Vendor contained in, upon or on such buildings and structures which are used in the operation of same, but excluding all buildings, structures, fixtures and improvements which are not owned by the Vendor, and “**Building**” means any one of the Buildings.
- (j) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (k) “**Chattels**” means, collectively, the equipment, inventory, supplies and other chattels owned by the Vendor as of the Closing Date, located at the Lands or Buildings, and used in the maintenance, repair and operation of the Property, if any, all of which are listed in Schedule C to this Agreement.
- (l) “**Class EA**” means the Class Environmental Assessment Process for the Ministry of Infrastructure or Ministry of Government and Consumer Services, as the case may be, as it applies to OILC realty activities (being as at the date of this Agreement the “Ministry of Infrastructure Public Work Class Environmental Assessment (Office Consolidation)”, as approved April 28, 2004 and amended on September 11, 2008 and on October 31, 2012), as approved, amended, or renewed from time to time by the Minister of the Environment, Conservation and Parks pursuant to Part II.1 of the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (m) “**Class EA and Heritage Requirements**” has the meaning ascribed to it in Section 8.01.
- (n) “**Closing**” means the closing of the Transaction, including the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (o) “**Closing Date**” means the day which is fifteen (15) Business Days following the expiration of the Inspection Period, or any extension of such date pursuant to the terms hereof, or such other date to which the Parties may agree in writing.
- (p) “**Contaminant**” has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment, Conservation and Parks and/or the Ministry of Labour.
- (q) “**Date of Acceptance**” means the date the Vendor approves and accepts this Agreement.
- (r) “**Deposit**” has the meaning ascribed to it in Section 3.01.
- (s) “**Digital and Data Directive**” means Ontario’s Digital and Data Directive published January 29, 2021 and updated August 16, 2023, as may be further amended or superseded from time to time.
- (t) “**Document Registration Agreement**” means the form of the document registration agreement published on the Law Society of Ontario website on June 10, 2021.
- (u) “**Encumbrance**” means any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claims, restrictive covenants, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, and any agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) whether registered or unregistered affecting title to the Lands and/or Buildings or any part thereof or interest therein.

- (v) “**Environmental Law**” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating in any way to the protection of the natural or human environment (including land, surface water, groundwater and real, personal, moveable and immoveable property), natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, reuse, recycling, treatment, storage, disposal, packaging, transport, importation, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.
- (w) “**Environmental Objection**” has the meaning ascribed to it in Section 5.02.
- (x) “**Environmental Reports**” means the reports relating to the environmental condition of the Lands and/or Buildings as identified in Schedule D.
- (y) .
- (z) “**Further Extension Period**” has the meaning ascribed to it in Section 8.03(b).
- (aa) “**Hazardous Substance**” means any substance which is a Contaminant or is regulated by, defined in, or which is considered a contaminant, pollutant, waste or deleterious or hazardous substance or similar term under Environmental Law, or which is or may be hazardous to persons or property or materially detrimentally affect property value and includes, without limiting in any way the generality of the foregoing:
 - (i) radioactive materials;
 - (ii) explosives;
 - (iii) any substance that, if added to any air, land and/or water, would degrade or alter or form part of a process of degradation or alteration of the quality of that air, land and/or water, to the extent that it is detrimental to its use by human beings or by any animal or plant;
 - (iv) any solid, liquid, gas, micro-organism, sound, vibration, ray, heat, radiation, odour or combination of any of them that is likely to detrimentally alter the quality of the environment (including air, land and water) in any way, or the presence of which in the environment is prohibited by Environmental Law or is likely to detrimentally affect the life, health, safety, welfare or comfort of human beings or animals or to cause damage to or otherwise impair the quality of the soil, vegetation, wildlife or property;
 - (v) toxic substances;
 - (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any Authority having jurisdiction over the Vendor, any party to a Tenancy Agreement, if any, or the Property;
 - (vii) any substance the use or transportation of which or the release of which into the environment is prohibited, regulated, controlled or licensed under Environmental Law;
 - (viii) bio-medical waste; and
 - (ix) anything contaminated by any Hazardous Substance listed above.
- (bb) “**HST**” has the meaning ascribed to it in Section 4.01 of this Agreement.
- (cc) “**Initial Extension Period**” has the meaning ascribed to it in Section 8.03.
- (dd) “**Inspection Period**” means a period of thirty (30) days, beginning the day the Vendor notifies the Purchaser that the Sale Approval has been obtained.
- (ee) “**Lands**” means the land(s) described in Schedule A.

- (ff) “**Land Use Regulations**” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing Official Plans, zoning by-laws and zoning orders.
- (gg) “**Land Transfer Tax Affidavit**” has the meaning ascribed to it in Section 15.01.
- (hh) “**Municipality**” means the municipality (or municipalities) where the Property is located.
- (ii) “**OILC**” means Ontario Infrastructure and Lands Corporation.
- (jj) “**Open Data**” means data that is required to be released to the public pursuant to the Digital and Data Directive.
- (kk) “**Participation Agreement**” has the meaning ascribed to it in Section 14, and attached as Schedule G.
- (ll) “**Permitted Encumbrances**” means, collectively, the Encumbrances listed in Schedule B and any Encumbrances created under the terms of this Agreement.
- (mm) “**Person**” means a natural person, a partnership of any type, a corporation, a joint venture, a syndicate, a chartered bank, a trust, a trust company, Authority or an agency thereof, a trustee or an executor, or an administrator or other legal representative.
- (nn) “**Property**” means, collectively, all of the right, title and interest of the Vendor in and to each of the Lands, the Buildings, and the Chattels.
- (oo) “**Property Use**” means the present use or, if currently unused, the most recent use of the Property as prescribed by regulations under the *Environmental Protection Act*, R.S.O. 1990, c. E.19, more specifically O. Reg. 153/04 (including sections 1, 2 and 3 thereof), as the same may be amended from time to time.
- (pp) “**Property Documents**” means the documents in OILC’s possession as of the date of this Agreement related to the Property as set out in Schedule D and may include:
- (i) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Property and related materials;
 - (ii) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
 - (iii) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
 - (iv) copies of building inspection reports, the Environmental Reports, heritage reports and archaeological reports relating to the Property; and
 - (v) any plan of survey of the boundaries of the Property.
- (qq) “**Purchase Price**” means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments.
- (rr) “**Purchaser’s Reports**” has the meaning ascribed to it in Section 5.06.
- (ss) “**Restricted Person**” means any Person or any member of a group of Persons acting together, any one of which:
- (i) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada or Ontario;
 - (ii) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics, substances or arms, or is or has been involved in terrorism;

- (iii) in the case of an individual, (i) he or she has been convicted of any indictable offence, less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) he or she has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder;
- (iv) in the case of a person other than an individual, if it or any of the members of its (or its general partner’s) board of directors or its senior executive managers has been convicted of any indictable offence less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) any of the members of its (or its general partner’s) board of directors or its senior executive managers has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence other than under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, or corresponding legislation in any other jurisdiction less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder;
- (v) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (vi) is subject to a material claim of Vendor or the Crown under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a “Restricted Person” is made hereunder, and which (in respect of any such pending claim, if it were to be successful) would, in the Vendor’s view, in either case, be reasonably likely materially to affect the ability of the Purchaser to perform its obligations under this Agreement; or
- (vii) has a material interest in the production of tobacco products.
- (tt) “**Requisition Date**” has the meaning ascribed to it in Section 12.01.
- (uu) “**Sale Approval**” means the necessary internal governmental approvals required to dispose of the Property to the Purchaser including, but not limited to, the approval of the Lieutenant Governor-in-Council pursuant to Section 9 of the *Ministry of Infrastructure Act*, 2011 S.O. 2011, C. 9, Sched. 27 for the sale of the Property.
- (vv) “**Tenancy Agreements**” means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and which are listed in Schedule B.
- (ww) “**Transaction**” means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.
- (xx) “**Vendor**” means His Majesty the King in right of Ontario as represented by the Minister of Infrastructure and includes, for the purpose of any exculpatory clause and indemnity included in this Agreement in favour of the Vendor, OILC, any ministries, agencies, representatives, servants, employees, agents, invitees, officers, directors, contractors and licensees of His Majesty the King in right of Ontario and OILC, and their brokers, service provider(s) and any other entity over whom the Vendor or OILC may reasonably be expected to exercise control.

All references to a statute or regulation include all amendments, re-enactments or replacements of the statute or regulation. All references to a government ministry, minister, board or tribunal shall be interpreted to include its predecessor or successor, where applicable as determined by the Vendor.

**SECTION 2
AGREEMENT OF PURCHASE AND SALE**

- 2.01** Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, transfer and assign to the Purchaser all of the right, title and interest of the Vendor in the Property and the Purchaser will purchase, acquire and assume the Property from the Vendor for the Purchase Price of Six-Hundred Thirty Thousand Dollars (\$630,000.00) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments on the Closing Date.

**SECTION 3
DEPOSIT / PAYMENT OF PURCHASE PRICE**

- 3.01** The Purchaser will pay to OILC in trust, by wire transfer or direct deposit of certified funds:
- (a) Upon the submission of this offer to purchase, a sum equal to five percent (5%) of the Purchase Price as a deposit to be credited towards the Purchase Price on the Closing Date; and
 - (b) Within forty-eight (48) hours of the Date of Acceptance, a further sum equal to five percent (5%) of the Purchase Price, as a further deposit to be credited towards the Purchase Price on the Closing Date (collectively, the “**Deposit**”).
- 3.02** The parties authorize and direct OILC forthwith after the Date of Acceptance, to invest the Deposit with a Canadian bank as identified in Schedule I of the *Bank Act*, S.C., 1991, c. 46 (Canada) in an interest-bearing account, provided that: (i) such investment is available to OILC through its usual bankers; and (ii) the investment may be readily converted to cash so it is available on the anticipated Closing Date or date of earlier termination of this Agreement as otherwise provided in this Agreement. Interest earned on the Deposit shall accrue to the benefit of and, subject to Sections 3.04 and 5.03, be paid to the Purchaser within six (6) months following the Closing Date or earlier termination of this Agreement. Notwithstanding the foregoing, the parties agree that OILC shall have no obligation to maximize interest, or pay any interest to the Purchaser, on the Deposit if OILC determines that anticipated interest to be earned on the Deposit will not justify any related expenses considering the rate of interest available and the anticipated time the Deposit will be held before Closing.
- 3.03** In the event that this Agreement is terminated due to a specific or other default by the Purchaser, then the Deposit, together with all interest accrued thereon, shall be forfeited to the Vendor as liquidated damages and without prejudice to any rights, recourse, remedies, claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser’s default.
- 3.04** If the Transaction is completed, the Deposit shall be credited against the Purchase Price due on Closing. All interest accrued and calculated pursuant to this Agreement shall be paid to the Purchaser or the Purchaser’s solicitor in trust by wire transfer or by electronic means at the Vendor’s sole discretion following Closing.
- 3.05** On Closing the Purchase Price shall be paid and satisfied as follows:
- (a) by release of the Deposit to the Vendor; and
 - (b) the balance of the Purchase Price, as adjusted pursuant to this Agreement shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date by the Purchaser to OILC in trust by way of wire transfer or direct deposit of certified funds. Such payment shall be deemed to have been made when OILC’s financial institution confirms receipt of such wire transfer or direct deposit of certified funds.
- 3.06** This Agreement shall be completed on the Closing Date in accordance with the Document Registration Agreement.

**SECTION 4
HARMONIZED SALES TAX**

- 4.01** The Purchase Price of the Property does not include the Harmonized Sales Tax (“**HST**”) payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C.

1985, c. E.15 (Canada) (the “ETA”). Subject to Section 4.02, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by wire transfer or direct deposit of certified funds, all HST payable as a result of this Transaction in accordance with the ETA.

4.02 Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, prior to and on Closing, the Purchaser (or any Assignee pursuant to Section 14.02) is registered under the ETA and in that event, the Purchaser shall:

- (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the ETA;
- (b) provide to the Vendor, on the Closing Date, a certificate confirming that the Purchaser is registered under the ETA for the purposes of collecting and remitting HST, and confirming its HST registration number under the ETA, together with an indemnity in favour of the Vendor for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Vendor as a result of the Vendor’s failure to collect HST from the Purchaser on the Closing Date, such certificate and indemnity to be in a form satisfactory to the Vendor’s solicitor, acting reasonably; and
- (c) in the case of an Assignee, enter into and shall cause the Assignee to enter into an assignment and assumption agreement of this Agreement on the Vendor’s standard form pursuant to the terms of Section 13.02,

failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the ETA.

4.03 The Purchaser's obligations under this Section 4 shall survive and not merge on Closing.

SECTION 5 "AS IS WHERE IS", PURCHASER’S INSPECTION PERIOD, AND ENVIRONMENTAL INDEMNITY

5.01 The Purchaser acknowledges and agrees that:

- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of, or at the direction of, the Vendor in connection therewith;
- (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any improvements thereon in an “As Is Where Is” condition. The term “**As Is Where Is**” means in its condition or state on the date of Closing without any agreement, representation or warranty of any kind whatsoever, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands, access to and from public roads, suitability for development, physical characteristics, profitability, the condition of the Buildings or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser’s intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property.; and
- (c) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof.

Without limiting the foregoing, the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use

Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this Transaction, any applications to the Municipality or any governmental Authority for changes or variances to the uses currently permitted on the Property, including without limitation changes or variances to official plans and/or zoning by-laws applicable to the Property.

- 5.02** During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property, including compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists the presence of a Hazardous Substance or Contaminant on, in, at, under, emanating from or onto the Property at a concentration that exceeds the applicable site condition standards for the current Property Use, the risk or presence of which the Purchaser is not prepared to assume, then the Purchaser shall, by written notice, provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance, Hazardous Substance or Contaminant and quantify the remediation cost (collectively, an “**Environmental Objection**”). Upon receipt of an Environmental Objection, the Vendor may elect, at its option and in its sole discretion, by written notice to the Purchaser within ten (10) Business Days from the Vendor’s receipt of the Environmental Objection:

- (a) to undertake, as the Purchaser’s sole and exclusive remedy, to take such actions, complete such work and/or implement such measures, in the Vendor’s sole discretion as to means and methods, as may be necessary to correct the matter of non-compliance prior to the Closing Date or as soon as reasonably possible after the Closing Date if compliance prior to Closing is not, in the Vendor’s opinion, reasonably possible;
- (b) to credit the Purchaser, as the Purchaser’s sole and exclusive remedy, the quantified cost of correcting the matter of non-compliance as an adjustment to the Purchase Price, in which event the Purchaser shall, on Closing, expressly assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Closing Date and shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever in connection with the Hazardous Substance, Contaminant and/or matter of non-compliance;
- (c) to terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor; or
- (d) refuse to do either (a), (b), or (c) above in which event the Purchaser shall have the option to either: (i) complete the Transaction without adjustment to the Purchase Price; or (ii) terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor.

In the event the Vendor fails to make an election within said ten (10) Business Day period, the Vendor will be deemed to have elected option (d) above. The Purchaser shall then have ten (10) days from the date of the Vendor's election or deemed election under paragraph (d) above to elect, by notice in writing to the Vendor, to terminate or complete the Transaction as per paragraph (d) above and in the event the Purchaser fails to make an election within the said ten (10) day period the Purchaser shall be deemed to have elected to complete the Transaction without adjustment to the Purchase Price.

- 5.03** During the Inspection Period, the Vendor will permit the Purchaser access to the Property, at reasonable times and upon a minimum of three (3) Business Days’ prior written notice to the Vendor, to carry out, at the Purchaser’s sole expense and risk, such investigations, tests and inspections as the Purchaser deems necessary, provided that the Purchaser takes all reasonable care in the conduct of such investigations, tests and inspections. All tests, investigations and inspections conducted by the Purchaser or its representatives shall be commenced and completed during the Inspection Period and shall be carried out as expeditiously as possible and at times and in such manner so as to not interfere with any tenants, occupants or licensees on the Property and the operation and maintenance of the Property. The Purchaser shall promptly repair or pay the

cost of repair of any damage occasioned during or resulting from such investigations, tests and inspections of the Property conducted by the Purchaser or its representatives and to return the Property to the condition it was in prior to such investigations, tests and inspections, all at the sole cost and expense of the Purchaser within the Inspection Period. The Vendor assumes no responsibility for, and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser's and/or its agents' or consultants' presence on the Property or the Purchaser's and/or its agents' or consultants' activities on or in connection with the Property. If for any reason the Purchaser has not restored the Property pursuant to the requirements of this Section during the Inspection Period, the Vendor may allow the Purchaser access to the Property after the expiry of the Inspection Period for a period of up to ninety (90) days, at the Vendor's sole discretion, such access to be used only to restore the Property to its original condition at the Date of Acceptance and for no other purpose. The Vendor shall be entitled to deduct from the Deposit paid by the Purchaser hereunder the amount of any losses, costs, claims, third party actions, damages and expenses which the Vendor may suffer or incur as a result of a breach of this Section 5.03. The obligations in this Section 5.03 shall survive termination of this Agreement and shall not merge on Closing.

- 5.04** The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' prior written notice for each inspection. The Vendor or its representative shall have the right, but not the obligation, to attend each inspection.
- 5.05** The Vendor shall provide to the Purchaser, within five (5) days of the date of commencement of the Inspection Period, the Property Documents listed in Schedule D. The Purchaser acknowledges and agrees that: (i) the Property Documents are being provided to the Purchaser for informational purposes only and the Vendor makes no representations or warranties whatsoever with respect to the content, completeness or accuracy of the Property Documents, or the environmental or any other condition of the Property; (ii) the Vendor shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any error, omission or inaccuracy contained in any Property Document; and (iii) as of the Closing Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Property Documents or have been discovered by the Purchaser in the course of its due diligence or other investigations or inspections of the Property.
- 5.06** The Purchaser covenants and agrees that the Property Documents provided by the Vendor and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("**Purchaser's Reports**") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Property Documents, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such Property Documents, Purchaser's Reports and/or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent Authority. If this Agreement is terminated for any reason, the Purchaser will promptly return to the Vendor all Purchaser's Reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.
- 5.07** Upon the expiry of the Inspection Period and in the absence of the Purchaser delivering: (i) an Environmental Objection; and (ii) a notice to terminate the Agreement under Section 5.02(d), the Purchaser shall be conclusively deemed to have waived any and all rights to terminate this Agreement and have accepted the Property in its As Is Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent Authority, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.

- 5.08** As an inducement to, and as further consideration for, the Vendor agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
- 5.09** The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage or loss, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
- 5.10** The Purchaser acknowledges and agrees that upon Closing, with respect to any keys or security codes relating to the Property, the Vendor shall be obligated to only deliver those keys or security codes to the Property that are in its possession, if any. The Vendor does not provide any warranty or representation that all existing keys to the Property are in fact in its possession, as there may be keys that have been lost, copied or otherwise not in the Vendor's possession. From and after Closing, it is the Purchaser's sole responsibility and obligation to take immediate, active steps as would any diligent and prudent property owner to secure the Property and prevent unauthorized access, including but not limited to changing all locks to the Property and changing any security codes, as the case may be. From and after Closing, the Purchaser expressly agrees to indemnify the Vendor in respect of any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the security, keys, locks or access relating to the Property.
- 5.11** The parties shall execute and exchange at the time of Closing such further documentation of the agreements herein contained as either party reasonably requests, including, but not limited to, an agreement, in the form attached as Schedule F, whereby the Purchaser shall reaffirm the release, covenant not to sue and indemnifications regarding the condition of the Property and environmental matters set forth in this Section 5. Notwithstanding the foregoing, the release, covenant not to sue and indemnifications set forth in this Section 5 shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and the Purchaser shall be bound by them, regardless of whether or not the Purchaser executes any separate agreement at the time of Closing. The parties further acknowledge and agree that all documents attached hereto as schedules to the Agreement shall be in substantially the same form at the time of Closing for execution, subject to any amendments, modifications, or additions required by the Vendor, acting reasonably, prior to the Closing Date.
- (b) The Purchaser covenants and agrees to satisfy itself in respect of access to the Property and agrees to arrange for any necessary legal access, easements, or rights of way to the Property, at its sole cost and expense. The Purchaser acknowledges that it has no recourse to the Vendor for access or any related issues, and the Vendor shall have no obligation in this regard.*
- 5.12** The Purchaser acknowledges that in the event all or a portion of the Lands constitute unpatented public lands as set out under the *Public Lands Act*, pursuant to Section 37.2 of such Act, the

Vendor (being a Minister of the Crown in right of Ontario) may transfer a freehold interest in such lands without letters patent being issued to effect such transfer and that such transfer has the same legal effect as a Crown grant issued through letters patent.

- 5.13** This Section 5 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 6 VENDOR'S CONDITIONS

- 6.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:
- (a) the Vendor shall have obtained the Sale Approval pursuant to Section 7 of this Agreement;
 - (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (c) the representations and warranties of the Purchaser set forth in this Agreement, including but not limited to those pursuant to Section 11, shall be true and accurate in all material respects as if made as of the Closing; and
 - (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance to this Agreement.
- 6.02** The conditions set forth in Section 6.01 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, or by its solicitors on its behalf, in the sole and absolute discretion of the Vendor by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Closing Date.
- 6.03** If a condition set forth in Section 6.01 is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on the Closing in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Vendor's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and (i) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in Section 6.01(a), neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages, and the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction, and (ii) in the event the Agreement is terminated as a result of the non-fulfilment of any of the conditions set forth in Section 6.01(b), (c) or (d), the Deposit shall be forfeited to the Vendor as liquidated damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default therein.

SECTION 7 SALE APPROVAL

- 7.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition: within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the Sale Approval, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld. The Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.
- 7.02** If the Vendor is unable to satisfy the condition set out in Section 7.01 within the said ninety (90) day period, the Vendor may, at its option and in its sole discretion, extend this time period for an

additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.

- 7.03** The Purchaser acknowledges that any Sale Approval that the Vendor obtains with respect to the Property may be subject to the limitations stated therein, including but not limited to a limitation that such approval shall be valid for a specified period of time from the date of such Sale Approval (the “**Approval Term**”), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the “**Expiry Date**”), or on such date that such other limitation(s), if any, is/are not met and satisfied. In the event that the Vendor shall have obtained a Sale Approval for the Property in satisfaction of the condition set out in Section 7.01, and in the event that the completion of the Transaction has not occurred on or before the Expiry Date set out in such Sale Approval or such date that such other limitation(s), if any, is/are not met and satisfied, notwithstanding any waiver of the condition set out in Section 7.01, this Agreement shall then be null and void, the Deposit shall be returned to the Purchaser together with all interest accrued thereon (subject to Section 5.03) and neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages.

SECTION 8

CLASS EA AND HERITAGE REQUIREMENTS / INDIGENOUS CLAIMS / SECTION 42 EXPROPRIATIONS ACT APPROVAL

- 8.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition on or before the Closing Date: the Vendor shall have completed the applicable Class EA and heritage requirements for the Property and the Transaction (collectively, the “**Class EA and Heritage Requirements**”). For purposes of this condition, the Class EA and Heritage Requirements shall, without limitation, include and be deemed to include the following specific requirements:
- (a) if applicable, the requirements of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction; and
 - (b) the requirements of the Standards & Guidelines for Conservation of Provincial Heritage Properties issued by the Ministry of Tourism, Culture and Sport pursuant to Section 25.2 of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction.
- 8.02** Notwithstanding any other provision of this Agreement, the completion of the Transaction is subject to continuing compliance to the Closing Date with all Class EA and Heritage Requirements. In the event that prior to the Closing Date:
- (a) any governing Authority makes or issues, or the Vendor receives any notice or communication from any governing Authority that it is considering whether to make or issue, any order or directive pursuant to the Class EA and Heritage Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Class EA and Heritage Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the *Environmental Assessment Act*);
 - (b) a written request has been made to a government ministry or minister, of which the Vendor has notice, that other or different measures be taken to comply with the Class EA and Heritage Requirements;
- then the Vendor may, at its option and in its sole discretion, extend the Closing Date for at least an additional thirty (30) days (the “**Initial Class EA Extension Period**”) by notice in writing to the Purchaser during which time the Vendor shall:
- (c) use reasonable efforts to determine whether the request in subsection (b) above has been satisfied or has been refused; and
 - (d) at its option and in its sole discretion, either:
 - (i) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event the Vendor may extend the Closing Date up to

(but no more than) three times, for a further period of thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the “**Further Class EA Extension Period**”); or

- (ii) within the Initial Class EA Extension Period or at any time within the Further Class EA Extension Period, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

8.03 Notwithstanding any other provision of this Agreement, if at any time prior to the Closing Date the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other indigenous group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date for at least an additional thirty (30) days (the “**Initial Extension Period**”) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest;
- (b) enter into arrangements which enable the Vendor to complete the sale of the Property in accordance with Section 8.03(a), for which purpose it may extend the Closing Date up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the “**Further Extension Period**”); or
- (c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect, the Deposit shall be returned to the Purchaser together with all interest accrued thereon (subject to Section 5.03) and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

8.04 *The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition on or before the Closing Date: the Vendor shall have obtained the approval of the approving authority, being the Minister of Transportation (or other approving entity) or as delegated by the Minister of Transportation (or other approving entity) (the “**Approving Authority**”) pursuant to Section 42 of the Expropriations Act, R.S.O. 1990, c.E.26, to dispose of the Lands without giving the owners from whom the land was taken the first chance to repurchase the lands on the terms of the best offer received by the expropriating authority (“**Section 42 Approval**”).*

If at any time prior to Closing, the Vendor is of the opinion that Section 42 Approval may not be obtained by the Closing Date, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date, on one or more occasions, to such date(s) as it deems necessary in order to obtain Section 42 Approval.

8.05 If at any time prior to Closing, the Vendor receives instruction, notification or otherwise becomes aware of any requirements imposed by or from an Authority, including without limitation any additional Class EA and Heritage Requirements, not otherwise contemplated in this Section 8 and with which the Vendor must comply as a condition of disposing of the Property or completing the Transaction, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
- (b) have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

SECTION 9 RISK

- 9.01** Until completion of the Transaction on the Closing Date, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Closing Date (other than damage occasioned during or resulting from the Purchaser's and/or its agents, consultants or representatives entries and/or activities on or to the Property, in which event Section 5.03 shall govern), the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the Transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arm's length in which event the Purchaser will complete the Transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall, subject to Section 5.03, be immediately returned to the Purchaser, with interest and without deduction, and neither party shall, subject to Section 5.03, have any further rights or obligations hereunder.
- 9.02** From and including the Closing Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under or near the Property existing as of the Closing Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.

SECTION 10 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 10.01** The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.).
- 10.02** Any information provided by the Vendor or its agents, including the Property Documents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Property Documents or any other information it has provided to the Purchaser.

SECTION 11 PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 11.01** The Purchaser warrants and represents to the Vendor that:
- (a) the Purchaser (or any Assignee pursuant to Section 14.02) is not a Restricted Person (and will not be so on Closing) and does not have a conflict of interest with the Vendor or OILC or with any of their respective directors, officers, appointees, employees or agents.

The Purchaser acknowledges having reviewed the Certificate in the form attached hereto as Schedule E, represents and warrants to the Vendor that the terms and conditions contained in the Certificate are true, valid and binding upon the Purchaser as of the Purchaser's time of execution of this Agreement (and will remain so on Closing), and that following the Purchaser's execution of the Agreement, the Purchaser shall forthwith notify the Vendor in writing if the Purchaser's circumstances change in any way such that the representations and warranties contained in the Certificate no longer remain true at Closing. If the circumstances have changed such that:

- (i) the Purchaser (or any Assignee) is no longer not a Restricted Person on Closing;
- (ii) the representations and warranties in the Certificate no longer remain true on Closing;
- (iii) the Vendor determines, in its sole discretion, that this representation and warranty has been breached; or
- (iv) the Purchaser has not forthwith provided notice of a change in the Purchaser's circumstances that impacts the Purchaser's representation and warranty for any reason whatsoever,

the Vendor may, in its sole discretion, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement;

- (b) In the event that the Purchaser is a corporation, that the Purchaser is a corporation duly incorporated and existing under the laws of the Province of Ontario or the laws of Canada and has the necessary corporate authority, power, right and capacity to own and purchase the Property and to enter into, execute and deliver this Agreement and the Purchaser's closing deliverables and to carry out the Transaction contemplated herein; and
- (c) the Transaction and the obligations of the Purchaser hereunder and the documents and transactions contemplated herein have been, or will by the Closing Date be, authorized by all required and appropriate signatories, effected by all requisite proceedings and constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their terms.

11.02 The Vendor shall deliver and the Purchaser shall accept vacant possession of the Property on the Closing Date in an As Is Where Is condition, subject to: (i) the rights of tenants and licensees as set out in the Tenancy Agreements, if any and (ii) the Permitted Encumbrances.

11.03 As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.

11.04 Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Closing Date. On Closing, the Purchaser shall execute and deliver an assignment and assumption agreement to reflect the foregoing, in the form attached as Schedule H.

11.05 On the Closing Date, the Purchaser will also execute and deliver a Purchaser's Acknowledgement, Indemnity and Release in the form attached as Schedule F, accepting, assuming and indemnifying the Vendor with respect to all such matters referred to therein.

**SECTION 12
TITLE**

- 12.01** The Purchaser shall have until the expiry of the original Inspection Period (the “**Requisition Date**”) to investigate title to the Property at the Purchaser's expense. The Purchaser agrees that if the Inspection Period is extended for any reason the Requisition Date shall remain unchanged and further agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.
- 12.02** On the Closing Date, the Purchaser shall accept title to the Property in an As Is Where Is condition and more specifically also accept title subject to the following:
- (a) the Land Use Regulations;
 - (b) the Tenancy Agreements, if any; and
 - (c) the Permitted Encumbrances;

The Purchaser agrees to satisfy itself with respect to compliance with all of the Land Use Regulations, Tenancy Agreements and Permitted Encumbrances, and further agrees that the Vendor shall not be required to provide any evidence of compliance with same nor remedy any instance of non-compliance thereof.

- 12.03** If, prior to the expiry of the Requisition Date, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.
- 12.04** The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality or any other Authority.

**SECTION 13
NO ASSIGNMENT**

- 13.01** The Purchaser shall have no right to re-direct title or assign in whole or in part or otherwise grant any of its rights and obligations under this Agreement to any Person, or to direct title to the Property to any Person, without, in each instance, obtaining the prior written consent of the Vendor prior to the expiry of the Inspection Period, which consent may be arbitrarily withheld or delayed in the Vendor's sole discretion.
- 13.02** If the Vendor consents to a title re-direction or an assignment of this Agreement to any Person (the “**Assignee**”, in either event), the Purchaser shall cause the Assignee and the Purchaser (as assignor), to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement, and both the Assignee and the Purchaser shall enter into the Vendor's standard form of an assignment and assumption agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment or title re-direction to an Assignee and shall remain jointly and severally liable with the Assignee therefor.
- 13.03** In the event of any title re-direction or assignment of this Agreement to an Assignee, both the Purchaser (as assignor) and the Assignee shall also provide a similar representation, warranty and Certificate as required of the Purchaser in Section 11.01, to the satisfaction of the Vendor.

SECTION 14
PARTICIPATION AGREEMENT

- 14.01** In the event of a disposition where the Property is being sold to the Purchaser for a specified purpose and/or at less than market value, as determined by the Vendor, it is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property.
- 14.02** On or before Closing, to give effect to this Section, the Purchaser shall deliver a fully executed copy of the participation agreement set out in Schedule G (the "**Participation Agreement**"). The parties further agree that, on or before Closing, the Vendor will execute and deliver to the Purchaser an acknowledgement and direction of notice of Participation Agreement (the "**A&D Notice**") and the Purchaser will execute and deliver to the Vendor a reciprocal acknowledgement and direction of the Vendor's A&D Notice. The Purchaser covenants to have the notice of Participation Agreement registered against title to the Lands on Closing and acknowledges that in the absence of the delivery of the Participation Agreement and the registration of notice of the Participation Agreement on title, the Vendor would not have entered into this Agreement. At the request of the Vendor, the Purchaser shall also enter into a charge or other form of security, acceptable to the Vendor at its sole, unfettered discretion, to secure payment of the Profit (as that term is defined in the Participation Agreement). This Section 14 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 15
PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS

- 15.01** The Transfer/Deed of Land will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration ("**Land Transfer Tax Affidavit**"), which will be prepared by the Purchaser. The Purchaser shall be responsible for declaring the true value of the consideration pursuant to current Ministry of Finance guidelines, including declaring any monetary amounts apart from the Purchase Price that are assumed by the Purchaser as part of the Transaction, including those outlined in Section 16 of this Agreement (collectively, the "**Land Transfer Tax**"). Furthermore, the Purchaser shall pay Land Transfer Tax upon the registration of the Transfer/Deed of Land, calculated upon the true value of the consideration in accordance with Applicable Laws and land transfer tax policies, and covenants that it shall not:
- (a) pay the Land Transfer Tax directly to the Ministry of Finance prior to the registration of the Transfer and shall not make statements in the Land Transfer Tax Statements to this effect; and/or
 - (b) state in the land transfer tax statements of the Transfer/Deed of Land that the total consideration for the Transaction is a nominal sum as a result of paying the Land Transfer Tax directly to the Ministry of Finance.
- 15.02** The Purchaser acknowledges that the *Planning Act*, R.S.O. 1990, c. P.13 does not bind the Vendor and that the Vendor does not complete the *Planning Act* statements on the Transfer/Deed.
- 15.03** The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of all Land Transfer Tax, all registration fees and all other taxes and fees payable in connection with the registration of the Transfer/Deed of Land and, if applicable, any registration costs required to complete the Transaction as the Vendor may reasonably require.

SECTION 16
VENDOR'S LEGAL FEES, REFERENCE PLAN & APPRAISAL COSTS

- 16.01** The Purchaser shall reimburse the Vendor for any and all of the following fees and costs, including all applicable taxes:
- (a) All reference plan costs incurred by the Vendor in connection with the Property, in the amount of **Fifteen Thousand Five-Hundred Twenty-Four Dollars and Ninety-One cents (\$15,524.91)** Dollars plus HST. For clarity, this includes any reference plan costs incurred by the Vendor prior to the execution of this Agreement; and

- (b) All appraisal costs, including all applicable disbursements and taxes, incurred by the Vendor in connection with the Property or in contemplation of this Agreement and the sale of the subject Property, in the amount of \$9,081.00 plus HST.

All such fees and costs incurred by the Vendor pursuant to this Section shall be treated as an adjustment to the Purchase Price in the Vendor's favour in accordance with Section 18 of this Agreement.

SECTION 17 TENDER

- 17.01** Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Vendor and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the party tendering has completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor, and specifically when the tendering party's solicitor has electronically "signed" the Transfer/Deed of Land and any other closing document, if any, to be electronically registered for completeness and granted access to the other party's solicitors to same, but without the necessity for the tendering party's solicitor actually releasing such documents to the other party's solicitor for registration.
- 17.02** For any transfer of funds from the Vendor to the Purchaser (or the Purchaser's solicitor) in connection with an adjustment, return of the Deposit subject to Section 5.03, or any other payment in favour of the Purchaser, the Vendor may require a void cheque or letter from the banking institution confirming the recipient's banking account information prior to such transfer of funds. This provision shall survive and not merge on Closing.

SECTION 18 ADJUSTMENTS

- 18.01** Adjustments between the Vendor and the Purchaser shall be made on the Closing Date for local improvement rates, utility costs, rents, and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property, as well as those items otherwise expressly provided for in this Agreement. Any adjustments shall be made on the basis that, except as may be otherwise expressly provided for in this Agreement:
- (a) the Vendor shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Closing Date; and
- (b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Closing Date.
- 18.02** The Purchaser acknowledges that the Vendor makes payments in lieu of property taxes in respect of the Property pursuant to the *Municipal Tax Assistance Act*, R.S.O. 1990, c. M.59 and there will be no adjustments between the Vendor and the Purchaser for property taxes. From and after the Closing Date, the Purchaser shall be responsible for paying all applicable property taxes in respect of the Property, regardless of whether the Municipal Property Assessment Corporation assesses the Property at a value greater than the Purchase Price.
- 18.03** Without limiting any of the Purchaser's other obligations in respect of the Property after Closing, the Purchaser shall not, directly or indirectly, seek appeal or otherwise seek a change of the assessed value of the Property based on easements, restrictive covenants or lanes used as right of way as outlined in section 9 of the *Assessment Act*, as such section may be amended, superseded or replaced from time to time. Subject to the foregoing, if the Purchaser wishes to appeal any assessment in connection with the Property, the Purchaser shall give the Vendor prior written notice of same, keep the Vendor informed of all developments in connection with such appeal and permit the Vendor to participate in any such appeal at the Vendor's cost.

- 18.04** The Purchaser hereby indemnifies, covenants not to sue and save harmless each of the Province of Ontario, His Majesty the King in right of Ontario, the Vendor, and any employee, director, officer, appointee, or agent of His Majesty the King in right of Ontario or the Vendor, from any and all manner of actions, suits, damages, losses, costs, claims and demands of any nature whatsoever relating to or arising from a reassessment under the *Assessment Act* of the value of the Property. The Purchaser's obligations under this Section 18.04 shall survive and not merge on Closing.
- 18.05** Any adjustments that cannot be determined on the Closing Date shall be determined by the parties as soon after the Closing Date as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. On the Closing Date, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.
- 18.06** All adjustments to be made under Section 18.01 shall be raised and completed by the parties on or before the date which is no later than six (6) months from the Closing Date and no re-adjustment may be made by either party thereafter.
- 18.07** The Vendor's and Purchaser's obligations under this Section 18 shall survive and not merge on Closing.

SECTION 19 ELECTRONIC REGISTRATION

- 19.01** Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, and the *Electronic Registration Act*, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser 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 each solicitor receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of the Document Registration Agreement.
- 19.02** The Vendor and the Purchaser shall irrevocably instruct their respective solicitors to be bound by the terms of the Document Registration Agreement.

SECTION 20 CLOSING DELIVERABLES

- 20.01** Subject to the provisions of this Agreement, the Vendor covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser's solicitors on or before the Closing Date, each of the following:
- (a) vacant possession of the Property in an As Is Where Is condition, subject to the rights of others as set out in the Permitted Encumbrances;
 - (b) an assignment and assumption of the Permitted Encumbrances and the Tenancy Agreements, if any, in the form attached as Schedule H;
 - (c) notice to the tenant(s) or licensee(s) named in the Tenancy Agreements informing them of the sale of the Property and directing them to pay future rent to the Purchaser;
 - (d) an executed Transfer/Deed of Land in registrable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);

- (e) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (f) a direction regarding the payment of funds;
- (g) statement of adjustments;
- (h) Document Registration Agreement;
- (i) acknowledgement and direction re: notice of Participation Agreement as set out in Section 15, if applicable; and
- (j) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

20.02 Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor or the Vendor's solicitors on or before the Closing Date:

- (a) confirmation of wire transfer or direct deposit of certified funds for the balance of the Purchase Price due on the Closing Date;
- (b) a direction as to title, if necessary;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) HST Declaration and Indemnity, as contemplated in Section 4, if applicable;
- (e) a Purchaser's Certificate – Conflict of Interest & Restricted Person as set out in Schedule E;
- (f) a Purchaser's Acknowledgement, Indemnity and Release, substantially in the form attached as Schedule F;
- (g) Document Registration Agreement;
- (h) an assignment and assumption of the Permitted Encumbrances and the Tenancy Agreements, if any, in the form attached as Schedule H;
- (i) Participation Agreement, substantially in the form attached as Schedule G, and acknowledgement and direction re: notice of Participation Agreement as set out in Section 14, if applicable;
- (j) Charge pursuant to Section 14, if applicable;
- (k) a certificate of the Purchaser confirming that, as of the Closing Date, the representations and warranties of the Purchaser contained in this Agreement are true and accurate in all material respects as of the Closing Date and shall survive beyond the Closing Date; and
- (l) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

20.03 On Closing, the order of registration will be as follows:

- (a) the Transfer/Deed of Land;
- (b) the Participation Agreement, if any; and
- (c) Charge pursuant to Section 14, if applicable.

**SECTION 21
NOTICE**

21.01 Notices may be delivered by mail, personally or electronically (where by mail using a courier or registered prepaid mail enclosed in a sealed envelope) addressed to the Purchaser at

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

and to the Purchaser’s Solicitors at:

Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

and to the Vendor at:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure
c/o Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Attention: Vice President, Real Estate Transactions
E-mail: RET_Sales_Team@infrastructureontario.ca

And:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure
c/o Ontario Infrastructure and Lands Corporation
1 Dundas Street West
Suite 2000
Toronto, ON M5G 1Z3
Attention: Director, Legal Services (Real Estate)
E-mail: property.notices@infrastructureontario.ca

The time of giving of notice by mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if personally or electronically delivered prior to or during normal business hours, being the hours from 9:00 a.m. to 5:00 p.m. (EST or EDT, as the case may be) on a Business Day, shall be conclusively deemed to have been given and received at the time of such delivery (with the exception of notices delivered after normal business hours which shall be deemed to have been given the following Business Day). Either party may, by mutual consent, amend the manner by which notice may be delivered (and the time at which notice is deemed to have been given).

Notwithstanding the foregoing or anything to the contrary in this agreement, any notice delivered relating to a default must be delivered personally, by prepaid courier or by registered prepaid mail. A copy of such notice should also be delivered electronically. Delivery of such notices by electronic method(s) alone will not be considered sufficient.

Either party may at any time by giving notice to the other party (in the manner provided above) update its contact information for notice purposes, and thereafter the contact information most recently provided shall be deemed to be so changed.

SECTION 22 CONFIDENTIALITY

- 22.01** The Vendor and Purchaser shall take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended and Open Data may be released pursuant to the Digital and Data Directive as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
- 22.02** The Purchaser represents to the Vendor that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Vendor and in the possession of or under the control of the Purchaser pursuant to this Agreement. The Purchaser shall ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall not directly or indirectly disclose or use, either during the currency of or following the completion or termination of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the prior written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

SECTION 23 GENERAL

- 23.01** Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.
- 23.02** This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
- 23.03** Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 23.04** This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 23.05** This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 23.06** The Purchaser shall not register this Agreement or any notice of this Agreement on title to the Lands.
- 23.07** Each agreement and obligation of the parties in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

- 23.08** Wherever this Agreement makes reference to a requirement for the consent or approval of the Vendor, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Vendor.
- 23.09** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 23.10** This Agreement may be executed and transmitted by electronic transmission, which electronic copy shall constitute an original and legally binding instrument. This Agreement may be executed in counterparts and when each party has executed and delivered a counterpart, each counterpart shall be deemed to be an original and all counterparts, when taken together, shall constitute one and the same agreement. Delivery by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
- 23.11** If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 23.12** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

**SECTION 24
IRREVOCABLE PERIOD**

- 24.01** Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for forty-five (45) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said forty-five (45) day period, subject to an extension for a further period up to forty-five (45) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNING PAGE FOLLOWS]

OFFERED BY the Purchaser this _____ day of _____, 2026.

THE TOWNSHIP OF MINDEN HILLS

Per:

Name: <<Individual signing documents for corporation>>

Title: Authorized Signing Officer

Per:

Name: <<Individual signing documents for corporation, if there is a second person>>

Title: Authorized Signing Officer

I/We have the authority to bind the corporation.

ACCEPTED BY the Vendor this _____ day of _____, 2026.

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____

Name:

Title:

Authorized Signing Officer

By: _____

Name:

Title:

Authorized Signing Officer

**SCHEDULE A
LEGAL DESCRIPTION OF LANDS**

Pt Lt 4 Con 7 Minden as in H17222 Except the Easement Therein; Minden Hills

**SCHEDULE B
PERMITTED ENCUMBRANCES**

- (a) General Encumbrances:
- (i) Any notices of any leases (including expired leases) registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Closing Date and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
 - (ii) liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
 - (iii) any easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or use, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
 - (iv) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use of the Property for the purpose for which it is presently held;
 - (v) any cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
 - (vi) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
 - (vii) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
 - (viii) the provisions of Applicable Laws including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
 - (ix) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the present use of the Property;
 - (x) any undetermined or inchoate liens and charges (including any and all statutory rights of expropriation) incidental to construction or current operations, of the Property which relate to obligations not yet due or delinquent and which have not been registered in accordance with Applicable Laws;
 - (xi) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work;

- (xii) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands; and
- (xiii) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey
- (xiv) the provisions, restrictions and limitations contained in the *Land Titles Act* (Ontario) as amended, save and except Section 44(1)(11); and
- (xv) any Encumbrances: (i) filed by or at the request of the Purchaser; (ii) arising as a result of the acts or omissions of the Purchaser; or (iii) which are otherwise expressly approved by the Purchaser or as set out in this Agreement;

(b) **Specific Encumbrances:**

All instruments registered on title to the Property as of the Closing Date of this Agreement, including but not limited to:

1. Transfer registered on or around August 11th, 1960 as instrument number H17222
2. Bylaw registered on or around October 16th, 1969 as instrument number H46725
3. Plan Reference registered on or around May 1st, 2023 as instrument number 19R10802

TENANCY AGREEMENTS:

1. N/A

**SCHEDULE C
CHATTELS**

1. Small storage shed situated on the site (B10893).

**SCHEDULE D
PROPERTY DOCUMENTS**

1. Phase One Environmental Site Assessment, 1023 Judge Jordan Road, Minden Hills, Ontario. Prepared by EXP Services Inc., on September 28, 2023.
2. Surveyor's Real Property Report, Prepared by Tulloch Geomatics Inc., Deposited on June 1, 2023.
3. Plan 19R-10803, Prepared by Tulloch Geomatics Inc., Deposited on June 1, 2023.
4. Stage 1-2 Archaeological Assessment: 1023 Judge Jordan Road, Prepared by Stantec Consulting Ltd., on May 30, 2024.

**SCHEDULE E
PURCHASER’S CERTIFICATE – CONFLICT OF INTEREST & RESTRICTED PERSON**

TO: His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Vendor**”)

RE: The Township of Minden Hills (the “**Purchaser**”) purchase from the Vendor of the property legally described as Pt Lt 4 Con 7 Minden as in H17222 Except the Easement Therein; Minden Hills, being whole of PIN 39189-0086 (LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser and the Vendor, accepted <<Date IO accepted APS>>, as may be amended from time to time (the “**Purchase Agreement**”)

The Purchaser hereby certifies that as at the Purchaser’s time of execution of the Purchase Agreement and as of the Closing Date:

1. The Purchaser and Ontario Infrastructure and Lands Corporation (“**OILC**”) are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the Purchase Agreement, which would lead to the presumption that the parties are not arm’s length parties.
2. The Purchaser and the Vendor are arm’s length parties and the Purchaser has received no special knowledge nor special consideration in entering into the Purchase Agreement, which would lead to the presumption that the parties are not arm’s length parties.
3. There are no outstanding legal disputes or actions between the Vendor and Purchaser.
4. The Purchaser is not in conflict with OILC (or any of its employees) with respect to the above transaction.
5. The Purchaser is not in conflict with the Vendor (or any of its employees) with respect to the above transaction.
6. The Purchaser is not a Restricted Person as that term is defined in the Purchase Agreement.

DATED as of the ____ day of <<Month>>, 2026.

THE TOWNSHIP OF MINDEN HILLS

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

**SCHEDULE F
PURCHASER’S ACKNOWLEDGEMENT, INDEMNITY AND RELEASE**

TO: His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Vendor**”)

RE: The Township of Minden Hills (the “**Purchaser**”) purchase from the Vendor of the property legally described as Pt Lt 4 Con 7 Minden as in H17222 Except the Easement Therein; Minden Hills being the whole of PIN 39189-0086 (LT) (LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser and the Vendor, accepted <<Date IO accepted APS>>, as may be amended from time to time (the “**Purchase Agreement**”)

In consideration of the closing of the Transaction, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. The Purchaser hereby acknowledges that the provisions and obligations contained in the Purchase Agreement (including, without limitation, Sections 5 and 11 of the Purchase Agreement) shall not merge, but shall survive the Closing Date and shall be continuing obligations of the Purchaser in accordance with the terms of the Purchase Agreement.
2. The Purchaser hereby acknowledges that all representations, warranties and covenants provided for in the Purchase Agreement are true and accurate in all material respects as of the Closing Date and shall survive on and beyond the Closing Date, and further agrees to indemnify the Vendor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the Vendor is responsible in law, from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith.
3. The Purchaser agrees to accept, assume and take title to the Property and any improvement thereon in an “As Is Where Is” condition in accordance with Section 5 of the Purchase Agreement.
4. The Purchaser acknowledges and agrees to be responsible for and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage or loss, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
5. The Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous

Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser’s Reports or any other report, document or information discovered during the course of the Purchaser’s due diligence or otherwise.

- 6. The Purchaser hereby indemnifies, covenants not to sue and save harmless each of the Province of Ontario, His Majesty the King in right of Ontario, the Vendor, and any employee, director, officer, appointee, or agent of the His Majesty the King in right of Ontario or the Vendor, from any and all manner of actions, suits, damages, losses, costs, claims and demands of any nature whatsoever relating to or arising from a reassessment under the *Assessment Act* of the value of the Property.
- 7. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
- 8. This Purchaser’s Acknowledgement, Indemnity and Release shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.
- 9. Unless otherwise defined herein, all capitalized terms used herein have the meaning ascribed to them in the Purchase Agreement.
- 10. The provisions of this Purchaser’s Acknowledgement, Indemnity and Release shall enure to the benefit of the Vendor and its successors and assigns and shall be binding upon the Purchaser and its successors and permitted assigns.

DATED as of the _____ day of <<Month>>, 2026.

THE TOWNSHIP OF MINDEN HILLS

Per: _____
 Name:
 Title:

Per: _____
 Name:
 Title:

I/We have authority to bind the corporation.

**SCHEDULE G
PARTICIPATION AGREEMENT**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

- and –

THE TOWNSHIP OF MINDEN HILLS

RECITALS:

- A. His Majesty the King in right of Ontario as represented by the Minister of Infrastructure (the “**Province**”) is the owner in fee simple of the lands described in Appendix “A” to this Participation Agreement (the “**Property**”).
- B. Ontario Infrastructure and Lands Corporation confirms that it is the designated agent of the Province.
- C. The **The Township of Minden Hills** (the “**Transferee**”) is the proposed transferee of the Property as at the date hereof pursuant to an Agreement of Purchase and Sale between the Province and the Transferee, fully executed on <<Enter Date>> (the “**Sale Agreement**”).

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the transfer of the Property from the Province to the Transferee and other good and valuable consideration, the parties hereto agree as follows:

1. For the purposes of this Participation Agreement

“**Base Amount**” means \$630,000.00.

“**Business Day**” means any day on which the Government of Ontario normally conducts business.

“**Capex**” means the cumulative total amount of the costs incurred by the Transferee after it acquired the Property or portion thereof in carrying out any and all capital improvements to or capital expenditures in respect of the Property or portion thereof less the amount of any amortization or depreciation taken in respect of any such costs (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes).

“**Closing Date**” means the date upon which the Property is transferred pursuant to the Sale Agreement, being <<Enter Closing Date>>.

“**Profit**” means the amount by which the Sale Price exceeds the Base Amount with respect to the Property or portion thereof.

“**Sale Price**” means the value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property or portion thereof, including all buildings and improvements, by a purchaser dealing with the Transferee, including the value of all chattels situate thereon which are then owned by the Transferee and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by such purchaser or taken back as part of the

consideration for such sale transaction, less the aggregate of the following:

- (a) any Capex;
- (b) any real estate commission payable by the Transferee in disposing of the Property or portion thereof to such a third-party purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Transferee in disposing of the Property or portion thereof.

“**Term**” means the period commencing on the Closing Date and expiring on the date which is twenty (20) years following the Closing Date hereof.

“**Transferee**” has the meaning ascribed to such term in the Recitals hereto, and shall also include any successor in title to and subsequent owners of the Property during the Term.

2. It is the express intention of the Province and the Transferee that there shall be no speculation with respect to all or any portion of the Property. In the event of a sale or proposed sale of all or any portion of the Property by the Transferee or any affiliated company of the Transferee as that term is defined in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, at any time during the Term, at the option of the Province, the Province shall have the right to:
 - (i) repurchase the Property at the Base Amount plus any Capex, or
 - (ii) require one hundred percent (100%) of any Profit to be paid to the Province and the amount of such Profit shall be a charge on the Property in favour of the Province until paid. At the request of the Province, the Transferee shall enter into a charge or other form of security, acceptable to the Province at its sole, unfettered discretion, to secure payment of the Profit.

For the purposes of this provision, the Transferee and the Province acknowledge that the purpose for which the Property is being purchased is for maintaining public and open space which is currently maintained by the Purchaser (the “**Purpose**”) [NTD: PURCHASER TO CONFIRM]. In the event that the Transferee does not begin to use and thereafter continue to use the Property for the Purpose within 2 years following the Closing Date, the Province shall then have the right to repurchase the Property at the Base Amount and the Transferee shall return the Property to the Province in the condition it was in immediately prior to the transfer of the Property from the Province to The Township of Minden Hills and, if applicable, the Transferee shall have the obligation to restore the Property to such condition at no cost to the Province.

3. In determining the Base Amount and calculating the Profit for the proposed sale of any portion of the Property, if applicable, the Base Amount shall be adjusted and calculated on a pro-rata basis based on the acreage of such portion being transferred, as shown by evidence (e.g. a reference plan) provided by the Transferee to the Province at no cost to the Province, to the satisfaction of the Province
4. With respect to any capital improvement costs or other costs or expenses involved in the calculation of the Sale Price, Profit or the price at which the Province is to repurchase the Property in accordance with this Agreement, the Transferee shall provide all documents, records and invoices in sufficient detail, at no cost to the Province, to allow analysis and approval of such calculation(s) by the Province.
5. At least fifteen (15) Business Days prior to the scheduled completion of a transfer of title to the Property or portion thereof, the Transferee shall deliver to the Province a sworn declaration setting forth the proposed Sale Price and if there is any Profit, including information used to calculate the Sale Price and Base Amount in accordance with this Participation Agreement, in reasonable detail to allow analysis and approval of the calculation of the Sale Price and Profit (if any) by the Province. The declaration shall also include the calculation of the Profit payable by the Transferee to the Province. Prior to the completion of any transfer of the Property or any portion thereof by the

Transferee, the Transferee must first obtain the approval of the calculation of the Sale Price and the Profit, in writing, from the Province, and make arrangements to pay the Profit to the Province, if any, which arrangements must be satisfactory to the Province, acting reasonably.

- 6. The Transferee acknowledges that the provisions of this Participation Agreement run with title to the Property, and the Transferee covenants not to sell, transfer or otherwise alienate the Property or any part thereof to any affiliated entity or any third party unless such transferee agrees in writing to assume the obligations of the Transferee herein and be bound by the terms of this Participation Agreement in respect of the Property or such part thereof, as the case may be, in a form satisfactory to the Province. In the event the Province exercises its option to take profit as outlined in Section 2, with respect to all or a portion of the Property, this Participation Agreement shall automatically terminate with the Province having no further interest in the Property or a portion of the Property, as the case may be.

General

- 7. The Transferee acknowledges that the Province may be required to obtain certain approvals to exercise any of its options or rights under this Participation Agreement.
- 8. On the Closing Date the Transferee will register in the appropriate land registry office a Notice of this Participation Agreement on title to the Property immediately following the transfer to the Transferee and prior to any mortgage or other instrument, or as the order of registrations is otherwise outlined in the Sale Agreement.
- 9. The Transferee acknowledges and agrees that the Province shall have all the rights and remedies of a secured party under the Personal Property Security Act and a mortgagee under the Mortgages Act in the event that such Transferee fails to pay any amount owing to the Province pursuant to this Participation Agreement
- 10. The Transferee agrees that, notwithstanding anything to the contrary herein set forth, in the case of a breach of this Participation Agreement, the Province will be entitled to exercise all of the remedies available to it at law.
- 11. Notices may be delivered by mail, personally or electronically (where by mail using a courier or registered prepaid mail enclosed in a sealed envelope) addressed to the Purchaser at:

 Attention: _____
 Telephone: _____
 Facsimile: _____
 Email: _____

and to the Purchaser’s Solicitors at:

 Attention: _____
 Telephone: _____
 Facsimile: _____
 Email: _____

and to the Vendor at:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure

c/o Ontario Infrastructure and Lands Corporation
 Real Estate Transactions
 1 Dundas Street West
 Suite 2000
 Toronto, ON M5G 1Z3
 Attention: Vice President, Real Estate Transactions
 Facsimile: 416-327-1906

And:

His Majesty the King in right of Ontario as represented by the Minister of Infrastructure
 c/o Ontario Infrastructure and Lands Corporation
 1 Dundas Street West
 Suite 2000
 Toronto, ON M5G 1Z3
 Attention: Director, Legal Services (Real Estate)
 Email: property.notices@infrastructureontario.ca

The time of giving of notice by mail shall be conclusively deemed to be the fifth (5th) Business Day after the day of such mailing. Such notice, if personally or electronically delivered prior to or during normal business hours, being the hours from 9:00 a.m. to 5:00 p.m. (EST or EDT, as the case may be) on a Business Day, shall be conclusively deemed to have been given and received at the time of such delivery (with the exception of notices delivered after normal business hours which shall be deemed to have been given the following Business Day). Either party may, by mutual consent, amend the manner by which notice may be delivered (and the time at which notice is deemed to have been given).

Notwithstanding the foregoing or anything to the contrary in this agreement, any notice delivered relating to a default must be delivered personally, by prepaid courier or by registered prepaid mail. A copy of such notice should also be delivered electronically. Delivery of such notices by electronic method(s) alone will not be considered sufficient.

Either party may at any time by giving notice to the other party (in the manner provided above) update its contact information for notice purposes, and thereafter the contact information most recently provided shall be deemed to be so changed.

12. Time shall in all respects be of the essence to this Participation Agreement and will remain of the essence notwithstanding the extension of any of the dates hereunder.
13. This Participation Agreement may be altered or amended only by an agreement in writing signed by the parties hereto.
14. Each of the parties hereto shall from time to time hereafter and upon reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Participation Agreement.
15. This Participation Agreement shall be binding upon and enure to the benefit of the Transferee and the Province and their respective successors and permitted assigns. The Transferee will not mortgage, charge or pledge its interest in the Property without first requesting the mortgagee, chargee or pledgee to enter into an agreement with the Province to be bound by this Participation Agreement in the event that it takes possession of, or becomes the owner of, the Property and to bind any purchasers of the Property to be bound by this Participation Agreement jointly and severally with the Transferee.
16. This Participation Agreement and the rights and obligations of the Transferee and the Province shall be determined in accordance with the laws of the Province of Ontario.
17. This Participation Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by electronic/facsimile transmission and each

of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNING PAGE
FOLLOWS]**

DATED the <<Day>>, day of <<Month>>, 2026.

THE TOWNSHIP OF MINDEN HILLS

Per: _____

Name: <<Individual Signing Documents for Corporation>>

Title: Authorized Signing Officer

Per: _____

Name: <<Individual Signing Documents for Corporation, if there is a second person>>

Title: Authorized Signing Officer

I/We have the authority to bind the Corporation.

DATED the <<Day>>, day of <<Month>>, 2026.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AS REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

Per: _____

Name: <<Director/Project Manager's Name>>

Title: <<Title>>, Real Estate Transactions

Authorized Signing Officer

APPENDIX "A"

Pt Lt 4 Con 7 Minden as in H17222 Except the Easement Therein; Minden Hills

SCHEDULE H
ASSIGNMENT AND ASSUMPTION OF PERMITTED ENCUMBRANCES AND TENANCY AGREEMENTS

THIS AGREEMENT dated as of the <<Day>> day of <<Month>>, 2026.

B E T W E E N:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE

(the “Assignor”)

-and-

THE TOWNSHIP OF MINDEN HILLS

(the “Assignee”)

RECITALS:

- A. Pursuant to an agreement of purchase and sale, accepted the <<Day>> of <<Month>>, 2026, as amended from time to time (the “Purchase Agreement”), in respect of the property described as Pt Lt 4 Con 7 Minden as in H17222 Except the Easement Therein; Minden Hills being the whole of PIN 39189-0086 (LT) (the “Property”), between the Assignor and the Assignee, the Assignor agreed to sell and the Assignee agreed to purchase the Property pursuant to the terms and conditions set out therein;
- B. Pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor’s right, title and interest in and to:
 - a. the Permitted Encumbrances, as defined in the Purchase Agreement (the “Permitted Encumbrances”); and
 - b. the leases and agreements, if any, pertaining to the Property as more particularly described on Schedule “A” attached, each to the extent such lease or agreement affects the Property (the “Tenancy Agreements”), together with the rents and other benefits thereunder; and
- C. The Assignee has agreed to enter into this Assignment and Assumption of Permitted Encumbrances and Tenancy Agreements (the “Assignment”) and to assume as and from the date of this Agreement all of the Assignor’s rights and obligations, if any, set out in the Permitted Encumbrances and the Tenancy Agreements.

NOW THEREFORE IN CONSIDERATION of the completion of the transaction contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Assignor assigns, transfers and sets over unto the Assignee as of the Closing Date:
 - (a) all of the Assignor’s right, title and interest in and to the Permitted Encumbrances, to the extent such right, title and interest is assignable and otherwise in accordance with the terms of the Purchase Agreement;
 - (b) any and all monies payable to the Assignor under the Permitted Encumbrances in respect of the period from and after the Closing Date;

- (c) the benefits of all warranties and covenants made or given by the parties to the Permitted Encumbrances, to the extent such warranties or covenants are assignable;
- (d) all other rights, benefits and advantages whatsoever to be derived from the Permitted Encumbrances; and
- (e) all of the Assignor's right, title and interest in and to the Tenancy Agreements, together with the unexpired residue of the terms of the Tenancy Agreements and any renewals thereof, the rents and all other amounts payable thereunder and all other benefits and advantages to be derived from the Tenancy Agreements, save and except for all rents and additional rents outstanding by, or subject to adjustment with, the tenants thereunder as at the date hereof in respect of periods prior to the date hereof, which are hereby expressly reserved unto the Assignor (collectively, the "**Assigned Rights**")

with full power and authority to demand, collect, or sue for, recover, receive and give receipts for all monies payable thereunder and to sue for damages for breach of any covenant or agreement or for performance thereof.

2. As of the Closing Date, the Assignee covenants and agrees with the Assignor to:
 - (a) assume those obligations of the Assignor under the Permitted Encumbrances which are to be observed or performed and shall be responsible for all obligations of the Assignor under the Permitted Encumbrances whether or not such obligations arose prior to the Closing Date (which obligations are herein called the "**Assumed Obligations**") and that the Assignee shall, from and including the Closing Date, observe and perform all Assumed Obligations whether or not such obligations arose prior to the Closing Date, including making all payments or otherwise performing all obligations of the Assignor in accordance with the provisions of the Permitted Encumbrances.
 - (b) assume all of the Assignor's obligations under the Tenancy Agreements and to observe and perform all of the Assignor's covenants, conditions, obligations and agreements contained in the Tenancy Agreements at the time and in the manner provided therein to the same extent as if the Assignee had been the original landlord or owner of the Property and as such had executed the Tenancy Agreements.
3. The Assignee agrees to indemnify and save the Assignor harmless from any and all claims, losses, damages, costs, disputes or other actions:
 - (a) arising pursuant to the Permitted Encumbrances in respect of any default on the part of the Assignee in the performance of the Assumed Obligations under the Permitted Encumbrances which occurs from and after the Closing Date; and
 - (b) in respect of the Tenancy Agreements with respect to any matter which relates to the period from and after the Closing Date.
4. The parties agree that if the assignment of any Permitted Encumbrances or Assigned Rights is prohibited at law or requires the consent of any other party or parties and such consent is not or cannot be obtained, the Assignor shall hold such Permitted Encumbrances or Assigned Rights in trust for the benefit of the Assignee and shall take all actions with respect thereto as the Assignee may direct for the Assignee's account and benefit, at the sole cost and expense of the Assignee, and in such case, the Assignee shall indemnify and save harmless the Assignor in, from or in respect of any such action taken by the Assignor under the direction of the Assignee.
5. Each of the parties shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things as may be reasonably required to give effect to this Assignment, including without limitation any specific form of assumption agreement required pursuant to any Permitted Encumbrances or Tenancy Agreements. The Assignee covenants and agrees to require all of its mortgagees and chargees of the Property to enter into all such documentation as may be required by the Assignor, and as may be required by the Permitted Encumbrances or Tenancy Agreements, from time to time, if required, in connection with the

foregoing, including any documentation as may be required by the Assignor, from time to time, to enable the Assignor to be released from the Permitted Encumbrances or Tenancy Agreements.

6. There is no representation, warranty or condition, statutory or otherwise, made, given, or intended by this Assignment, except as expressly set forth in this Assignment.
7. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties agree to the jurisdiction of the Courts of such Province.
8. This Assignment may be executed by the parties in separate counterparts (by original or electronic signature) each of which when so executed and delivered shall be deemed to be an original and both of which together shall constitute one and the same agreement.
9. This Assignment may be executed manually or by any form of electronic signature, whether digital or encrypted, and may be delivered by email or other means of electronic transmission, all of which shall constitute originals, and all of which taken together shall constitute one and the same instrument and have the same legal force and effect as delivery of an original, manually signed copy of this Assignment.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
11. All capitalized terms as used herein have the same meaning as those terms are defined in the Purchase Agreement except to the extent otherwise specifically provided herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Assignment has been executed as of the day and year first above written.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE, AS REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS CORPORATION

By: _____
Name: <<Director/Project Manager's Name>>
Title: <<Title>>, Real Estate Transactions
Authorized Signing Officer

THE TOWNSHIP OF MINDEN HILLS

By: _____
Name:
Title: Authorized Signign Officer

By: _____
Name:
Title: Authorized Signign Officer

I/We have authority to bind the corporation.

The Corporation of the Township of Minden Hills

By-law # 26-56

Being a by-law to provide for acquisition of Provincial Surplus land and to authorize execution of the Purchase and Sale Agreement for Pt Lot 4 Concession 7, as in H17222 Except the Easement Therein; Minden Hills, Except the Easement.

WHEREAS Section 9 of the Municipal Act, S.O., 2001, as amended, provides that municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Council of the Corporation of the Township of Minden Hills wishes to acquire the property located at Concession 7, Part Lot 4, as in H17222 Except the Easement Therein, being whole of PIN 39189-0086, Judge Jordan Road, Township of Minden Hills, listed as provincial surplus lands;

AND WHEREAS, Council of the Corporation of the Township of Minden Hills wishes to acquire the land described in Schedule "A" to facilitate passive recreation and enjoyment for its residents;

AND WHEREAS Council directed the Director of Finance/Treasurer to proceed with an offer to purchase the subject property;

AND WHEREAS the Seller has accepted the offer to purchase the subject property;

NOW THEREFORE, The Council of The Corporation of the Township of Minden Hills hereby enacts as follows;

1. That the Mayor and Clerk are hereby authorized to execute any further documentation to complete the Agreement of Purchase and Sale of Concession 7, Pt Lot 4, as in H17222 Except the Easement Therein, being whole of PIN 39189-0086, Judge Jordan Road, Township of Minden Hills, as attached hereto as Schedule "A";
2. That the Mayor and Clerk execute the required documents to complete the transaction on behalf of the Township of Minden Hills.

READ A FIRST, SECOND AND THIRD TIME, passed and signed and the Corporate Seal attached hereto, this 11th day of June, 2026.



Regular Council

STAFF REPORT

Subject: Report 26-24 Administration - Haliburton Highlands Water Trails Fees and Rates

Meeting: Regular Council - 11 Jun 2026

Report To: Mayor and Members of Council

From: Vicki Bull, Clerk

Department: Administration

Purpose:

The purpose of this report is to provide rate changes to Bylaw 15-02 regarding the Haliburton Highlands Water Trails (HHWT) program; and seek adoption of amending By-law 26-54

Recommendation:

That Report 26-24 Administration - Haliburton Highlands Water Trails Proposed Fees and Rates be received as information; and further,

That Council adopts By-law 26-54 being a by-law to amend Schedule "B" of By-law 15-02 to Establish and Regulate Camping Permits.

Background:

The Haliburton Highlands Water Trails program for the Poker Lakes Area is within the geographic area of Hindon; and along Highway 118 west of Carnarvon.

The program is administered and operated by the Township of Algonquin Highlands on behalf of Minden Hills via a shared services agreement since 2007.

The Haliburton Highlands Water Trails Management Model is supported by the Ministry of Natural Resources through a Land Use Permit with each partner Municipality.

Analysis:

The Township of Algonquin Highlands has reviewed and amended the program fees and rates for the provision of the camping reservation system. Changes are noted in yellow and reflect a 1.9 percent increase to align with inflation.

The proposed Minden Hills' Amending By-law 26-54 (Attachment 1); and Schedule "B" (Attachment 2) will replace the camping rates of Minden Hills By-law 15-02, (Attachment 3).

The Amended bylaw and scheduled B passed in 2025 (Bylaw 25-38) is noted as repealed in the proposed by-law.

By-law 15-02 in addition to rates provides the Set Fine Schedule, part 1 of Provincial Offences Act, allowing Staff to regulate the Operations of the Municipal Campgrounds permitting enforcement for individuals that: fail to carry a permit; produce a permit, occupying a site without a permit or occupying a site other then on permit issued.

As part of Minden Hills support and facilitation of the HHWT program, the rates and fees within By-law 15-02 need to be updated to maintain the standardization of the Haliburton Highland Water Trails management areas.

Energy Impacts and Renewable Energy Readiness:

There are no energy or renewable impacts with this report.

Others Consulted:

Mr. Chris Card, Manager Parks, Recreation & Trails Department Algonquin Highlands

Attachments:

[Attachment 1 By-law 26-54 Amendment to By-law 15-02-Schedule B HHWTP](#)

[Attachment 2 Schedule B](#)

[Attachment 3 By-Law #15-02 Camping Permits Rates & Fees - Water Trails Program](#)

[Attachment 4 - Changes in Yellow - Schedule B](#)

Approved by

Vicki Bull, Clerk
Cynthia Fletcher, CAO

Status:

Approved - 03 Jun 2026
Approved - 03 Jun 2026

The Corporation of The Township Of Minden Hills

BY-LAW NO. 26-54

Being a by-law to amend Schedule “B” for By-law No. 15-02 a by-law for the Establishment and Regulation of Camping Permits and their Rates & Fees to be collected through The Haliburton Highlands Water Trails Program.

WHEREAS The Township of Minden Hills passed By-law No. 15-02 for the Establishment and Regulation of Camping Rates and Fees collected through The Haliburton Highlands Water Trails Program at its Regular Council Meeting of January 29, 2015;

WHEREAS The Township of Minden Hills passed amending By-law No. 25-38 Schedule “B” at its April 24, 2025 Regular Council Meeting;

NOW THEREFORE, The Council of The Corporation of the Township of Minden Hills enacts as follows:

1. That the attached Schedule, known as Schedule “B” within By-law 15-02 pertaining to the Camping Rates & Fees to be collected through The Haliburton Highlands Water Trails Program be amended.
2. That Amending By-law 25-38 be repealed.
3. This By-law shall come into force on the date of passing.

READ A FIRST, SECOND AND THIRD TIME, passed and signed and the Corporate Seal attached hereto, this 11th day of June, 2026.

Bob Carter, Mayor

Vicki Bull, Clerk

Schedule "B" Haliburton Highlands Water Trails - Camping and canoe rentals

Service	Detail	Fee
Administration fees	Campsite reservation (non-refundable)	\$10.00
	Change existing reservation (non-refundable)	\$10.00
	Cancel reservation - more than 7 days prior	60% refunded
	Cancel reservation - less than 7 days prior	40% refunded
COVID-19 lockdown required cancellation refund	In the event of a COVID-19 provincially mandated lockdown and related cancellation, a full refund will be processed minus the \$10 non-refundable reservation surcharge.	
Camping (per night)	Adult (18+ years of age)	\$14.09 per person
	Youth (6-17 years of age)	\$6.60 per person
	Child (0-5 years)	no charge
	Senior (60+ years)	\$11.62 per person
	Person with disability	50% discount
	Group site (11-16 people)	\$180.76
Rentals	16 foot canoe	\$49.98 per day
	17 foot canoe	\$55.98 per day
	16.5 foot canoe	No longer offered
	Canoe cancellation	\$20.00
	Car kit	\$17.55
	Additional personal floatation devices/paddles/boat/safety kit	\$5.56 each per day
	Damage Deposit-per canoe rental	\$200.00
	Damage deposit – flotation devices/paddles/boat safety kit/car kit	\$50.00
Rental Replacement/Repair	In house gel coat repair	\$50.00
	Paddle	\$55.00
	PFD	\$80.00
	Boat Safety Kit	\$30.00
	Car kit – foam block	\$10.00
	Car kit – cam strap	\$25.00
	Car kit – V Strap	\$25.00
	Car kit – quick loop	\$11.00
	Entire car kit	\$159.00
	Canoe requires factory repair	\$200.00
	Canoe seat	\$120.00
	Canoe yolk	\$120.00
	Canoe thwart	\$35.00

Promotional merchandise, applicable to schedule's D, E, H

Promotional merchandise being sold at any Parks, Recreation and Trails department locations (Tower, Trails Office, Dorset Recreation Centre and related events): The sale cost is the wholesale cost with a markup of between 50% – 150%, based on discretion of department coordinator, and is dependent upon market value of similar items at nearby retail locations

Note: all above fees subject to applicable taxes

The Corporation of the Township of Minden Hills

BY-LAW NO. 15-02

Being a By-law for the Establishment and Regulation of
Camping Permits and their Rates & Fees to be collected through
The Haliburton Highlands Water Trails Program

WHEREAS Part XII of the Municipal Act, 2001, S.O. 2001, provides that a Municipality may pass by-laws imposing fees or charges on any class of persons;

AND WHEREAS the Township of Minden Hills deems it necessary and appropriate to prescribe fees in the regulation and issuance of camping permits through the Haliburton Highlands Water Trails Program;

NOW THEREFORE the Council of the Township of Minden Hills hereby enacts as follows:

DEFINITIONS

In this By-law,

"Agent and person" means a person who is an authorized representative of an approved organization.

"Supervisor" means a person who is designated by Council as a person to have charge of camp sites under the Haliburton Highlands Water Trails program.

"Council" means the Council of the Township of Minden Hills.

"Camping party" means a person or group of persons authorized to occupy a campsite under one merit.

"Camping permit" means the form prescribed by the Township

"Campsite" means and shall include all campsites as defined in Schedule "A" herein.

"Disabled person" means a person who is the holder of a disabled person parking permit issued under regulations of the Highway Traffic Act or a national identity card issued by the Canadian national Institute for the Blind.

"Full rate" means the fee charged to persons other than seniors and disabled persons.

"Group campsite" are those sites designated for use by groups comprised of 11 – 16 persons.

"Officer" means By-law Officer, Municipal Law Enforcement Officer, Provincial Offences Officer or any member of the Ontario Provincial Police designated to enforce this by-law.

"Regulations" means the regulations made within this by-law or any other related by-law.

"Resident" means every person who is a property owner that resides seasonally or permanently within the municipality of the Township of Minden Hills.

"Senior citizen" means a person who is sixty years of age or over.

"Township" means the Township of Minden Hills.

Application

1. All lands and campsites affected by this By-law shall be designated and described in Schedule "A" herein.

Permits

2. Council may make regulations for issuing permits to persons to control the occupation and use of campsites under its authority.
3. Council may establish and charge, fees for the use of campsites or any facilities or services of campsites under its authority.
4. A person may reserve a campsite where reservations are available.
5. A camping permit authorizes the permittee and guests of the permittee to occupy the campsite designated until 12:00 noon of the departure date shown, pursuant to the terms of this bylaw and Schedule "D" attached hereto.
6. Every person to whom a permit has been issued under this by-law shall be 18 years or older.
7. Every person to whom a permit has been issued under this by-law, shall while camping or occupying a campsite, carry the permit on their person at all times.
8. Every person to whom a permit has been issued under this by-law, shall while camping or occupying a campsite, upon request of an officer, produce the permit for inspection by the officer.
9. An officer may cancel the permit of any person who has contravened any provision of this by-law and that person thereupon must immediately vacate the campsite and campground. If that person fails to do so, an officer may evict that person from the campground under the authority of the *Trespass to Property Act*.
10. The Supervisor may control the number of camping permits that may be issued for the purpose of,
 - a) Preventing the overcrowding of area campsites or facilities, or
 - b) Preserving or protecting the environment
11. No person shall occupy a campsite except under the authority of a camping permit issued by the Township
12. No person shall occupy a campsite other than on the site and date specified on the camping permit
13. No camping permit issued under this by-law may be assigned.
14. The number of persons authorized to occupy a campsite shall not exceed the number noted on the camping permit.
15. The Supervisor may issue a refund per the Refund Policy established by Council if a camping permit is surrendered or cancelled.
16. The class of person and fees payable for the use of campsites and their facilities or services are set out in Schedule "B" attached to this by-law.
17. If a court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, the remainder of the By-law shall be valid and remain in force.
18. Every person who contravenes any provision of this By-law:
 - a) Is guilty of an offence and upon conviction thereof, is liable to payment of a fine as set out in Schedule "C" of this By-law as provided for in the Provincial Offences Act.

b) And is convicted of an offence under subsection (a) and if the Municipality repairs or restores any of the facilities or other property that were damaged as a result of the offence, the cost to the Municipality of the repair or restoration is a debt due to the municipality by the person convicted of the offence and maybe recovered in a court of competent jurisdiction.

19. By-law 13-14 is hereby repealed.

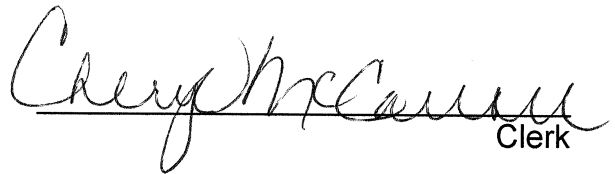
Effective Date

- 20. This By-law shall come into force and take effect on the 29th day of January, 2015.
- 21. The operating dates or camping season that the fees and camping permit requirements of this By-law shall be applicable to are from January 2nd to December 18th of each year.

READ A FIRST and SECOND time this 29th day of January, 2015.



Reeve



Clerk

SCHEDULE "A" to Bylaw No. 15-02

Township of Minden Hills
Haliburton Highlands Water Trails

Minden Hills LUP

Poker Lake System

Township	Lot	Conc	Saving & Excepting
Hindon	W ½ of north ½ 27	4	
Hindon	N pt 28 lying East of Big East Lake	4	
Hindon	29	4	
Hindon	N ¾ 30	4	.5 ha for Recreation Camp, Land Use Permit (see Minden MNR LUP files)
Hindon	S ½ of north ½ 24 lying east of Big East Lk	5	
Hindon	N ½ 26	5	
Hindon	S pt 27 lying south of Big East Lk	5	
Hindon	S ½ 28	5	
Hindon	W ½ of north ½ 20	6	
Hindon	N ½ 21	6	
Hindon	N ¾ 22	6	
Hindon	23	6	
Hindon	S ¼ 24	6	
Hindon	S ¼ 25.	6	
Hindon	N pt 26 lying north of Big East Lk	6	
Hindon	E pt 27 lying east of Big East Lk	6	
Hindon	E ½ of south pt 27 lying west of Big East Lk	6	
Hindon	W ½ of north ¼ 20	7	
Hindon	S pt 21 lying south of Poker Lk	7	
Hindon	W ½ of W ½ 22 lying north of Poker Lk	7	
Hindon	23	7	
Hindon	W ¼ of south ½ 18	8	
Hindon	20	8	
Hindon	N pt 21 lying north of Cinder Lk	8	
Hindon	W ¼ of S ¼ 22	8	
Hindon	N ½ 23 lying south of Cinder Lk	8	
Hindon	N ¼ 24	8	
Hindon	S ¼ 24	9	

SCHEDULE "A" to Bylaw No. 15-02

Township of Minden Hills
Haliburton Highlands Water Trails

Minden Hills LUP

Islands

Township	Lot	Conc	Saving and excepting
Hindon	Island on Big East Lk fronting Lot 28 and 29, Con 4		
Hindon	Island on Big East Lk fronting Lot 25, Con 5		
Hindon	Island on Big East Lk fronting Lot 27, Con 5		
Hindon	Island on Bentshoe Lk fronting Lot 22, Con 6		
Hindon	Island on Big East Lk fronting Lot 26, Con 6		
Hindon	Island on Big East Lk fronting Lot 27, Con 6		
Hindon	Island on Poker Lk fronting Lot 23, Con 7		
Hindon	Islands on Cinder Lk fronting Lot 20, Con 8		
Hindon	Island on Cinder Lk fronting Lot 22, Con 8		
Hindon	Island on Cinder Lk fronting Lot 21, Con 9		

South Jean Lake Area

	N ½ 13	13	
Hindon	12	14	.5 ha for Recreation Camp Land Use Permit (see Minden MNR LUP files)
Hindon	E ½ of south ½ 13	14	
Hindon	S ¼ of south ½ 14	14	

SCHEDULE "B" to Bylaw No. 15-02

Township of Minden Hills
Haliburton Highlands Water Trails

Camping Rates and Fees

Camping & Rental Program	Rates and Fees
ADMINISTRATION	
To Reserve Call Centre/Park	\$ 7.00
To Reserve - Internet	\$3.00
To Change Reservation	\$ 7.00
To Cancel (refund policy)	60% > 7 days prior to date of arrival 40% < 7 days prior to date of arrival
CAMPING (PER NIGHT)	
Per Adult (18+)	\$12.50
Per Youth 6 – 17	\$5.50
Per Child	No Charge
Per Senior 60+	\$9.75
Per disabled	50% off
Group Site (11 – 16 persons)	\$130.00
RENTAL	
16 ft canoe	\$34.00 per day
17 ft canoe	\$36.00 per day
16.5 ft canoe	\$40.00 per day
Car kit	\$7.00
Additional Personal Flotation Devices	\$2.50 each per day
Additional Paddles	\$1.00 each per day
Snowshoes	\$15.00 per day
Poles	\$5.00 per day
Skis/Poles/Boots (Age 18+)	\$25.00 per day
Skis/Poles/Boots (Age 17 & younger)	\$20.00 per day
Skis only	\$15.00 per day
Boots only	\$8.00 per day
Poles only	\$5.00 per day
Ski Package – ½ day	\$30.00
Snowshoe Package – ½ day	\$30.00

Note: All above fees subject to applicable taxes

SCHEDULE "C" to Bylaw No. 15-02

Township of Minden Hills
Haliburton Highlands Water Trails

Set Fine Schedule

THE CORPORATION OF THE TOWNSHIP OF MINDEN HILLS

PART 1 Provincial Offences Act

By-law No. 13-14, to Regulate and Provide for the Orderly use and Operation of Municipal Campgrounds and other Recreational Lands

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence creating provision or Defining Offence	COLUMN 3 Set Fine
1	Fail to carry permit	Section 7	\$55.00
2	Fail to produce permit	Section 8	\$55.00
3	Occupy campsite without permit	Section 11	\$200.00
4	Occupy campsite other than on permit	Section 12	\$100.00

Note: The penalty provision for the offences indicated above is Section 18 of By-law No. 13-14, a certified copy of which has been filed.

SCHEDULE "D" to Bylaw No. 15-02

Township of Minden Hills
Haliburton Highlands Water Trails

Additional Terms and Conditions

Land Use Permit

1. The permittee must maintain the boat launching areas in a clean, safe and usable condition, and must ensure that the area is kept clear of parked cars, campers, etc.
2. The permittee must remove on a regular basis all garbage collected from the campsites to an authorized waste disposal site.
3. The permittee must remove any hazardous trees from the campsite and boat launching areas.
4. The permittee must erect and maintain any required signs. Signs required by MNR will be supplied by MNR. All other signs will be provided by the permittee, but must be approved by MNR before being erected.
5. The permittee may charge fees for camping, boat launching and parking. Notwithstanding the foregoing, employees of Bell Canada, Ontario Hydro, and provincial and federal government departments are exempt from payment of boat launching and parking fees but only when using the site for purposes associated with carrying out their respective business activities.
6. MNR reserves the right to prohibit overnight camping at any campsite at any time, and shall provide the permittee with at least one week's notice of any campsite closures. In such cases, the permittee will provide the required sign(s), and the permittee will be responsible for erecting and maintaining the signs as well as enforcement of the closures.
7. The permittee may set aside a number of existing campsites, (in consultation with MNR staff), which will be designated day use only.
8. No new campsites or the expansion of existing campsites and access points can be undertaken without the written permission from the MNR Minden Area Office.
9. Mineral exploration activities may still take place within the permit area subject to the Public Lands Act and the Mining Act.
10. The cutting of trees (excluding condition 3), other than by an authorized harvesting operation, is not allowed without written authorization from the MNR Minden Area Office.
11. Forestry operations on Crown Land, as authorized in a Forest Management Plan, are permitted with the LUP area and must not be interrupted.
12. During the term of the LUP, the permittee must carry a minimum of \$2,000,000.00 liability insurance, pertaining specifically to their activities for this area, naming Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Natural Resources as an insured party.
13. A written summary of problems, complaints and comments to be submitted by year end.
14. The introduction of any fees and any fee increases will require consultation with the MNR staff at the Minden Area Office.

Schedule "B" Haliburton Highlands Water Trails - Camping and canoe rentals

Service	Detail	Fee
Administration fees	Campsite reservation (non-refundable)	\$10.00
	Change existing reservation (non-refundable)	\$10.00
	Cancel reservation - more than 7 days prior	60% refunded
	Cancel reservation - less than 7 days prior	40% refunded
COVID-19 lockdown required cancellation refund	In the event of a COVID-19 provincially mandated lockdown and related cancellation, a full refund will be processed minus the \$10 non-refundable reservation surcharge.	
Camping (per night)	Adult (18+ years of age)	\$14.02 per person \$14.09 per person
	Youth (6-17 years of age)	\$6.48 per person \$6.60 per person
	Child (0-5 years)	no charge
	Senior (60+ years)	\$11.40 per person \$11.62 per person
	Person with disability	50% discount
	Group site (11-16 people)	\$177.39 \$180.76
Rentals	16 foot canoe	\$43.62 per day \$49.98 per day
	17 foot canoe	\$45.92 per day \$55.98 per day
	16.5-foot canoe	\$50.52 per day No longer offered
	Canoe cancellation	\$20.00
	Car kit	\$17.22 \$17.55
	Additional personal floatation devices/paddles/boat/safety kit	\$5.46 each per day \$5.56 each per day
	Damage Deposit-per canoe rental	\$200.00
	Damage deposit – flotation devices/paddles/boat safety kit/car kit	\$50.00
Rental Replacement/Repair	In house gel coat repair	\$50.00
	Paddle	\$55.00
	PFD	\$80.00
	Boat Safety Kit	\$30.00
	Car kit – foam block	\$10.00
	Car kit – cam strap	\$25.00
	Car kit – V Strap	\$25.00
	Car kit – quick loop	\$11.00
	Entire car kit	\$159.00
	Canoe requires factory repair	\$200.00
	Canoe seat	\$120.00
	Canoe yolk	\$120.00
	Canoe thwart	\$35.00

Promotional merchandise, applicable to schedule's D, E, H

Promotional merchandise being sold at any Parks, Recreation and Trails department locations (Tower, Trails Office, Dorset Recreation Centre and related events): The sale cost is the wholesale cost with a markup of between 50% – 150%, based on discretion of department coordinator, and is dependent upon market value of similar items at nearby retail locations

Note: all above fees subject to applicable taxes

The Corporation of The Township Of Minden Hills

BY-LAW NO. 26-54

Being a by-law to amend Schedule “B” for By-law No. 15-02 a by-law for the Establishment and Regulation of Camping Permits and their Rates & Fees to be collected through The Haliburton Highlands Water Trails Program.

WHEREAS The Township of Minden Hills passed By-law No. 15-02 for the Establishment and Regulation of Camping Rates and Fees collected through The Haliburton Highlands Water Trails Program at its Regular Council Meeting of January 29, 2015;

WHEREAS The Township of Minden Hills passed amending By-law No. 25-38 Schedule “B” at its April 24, 2025 Regular Council Meeting;

NOW THEREFORE, The Council of The Corporation of the Township of Minden Hills enacts as follows:

1. That the attached Schedule, known as Schedule “B” within By-law 15-02 pertaining to the Camping Rates & Fees to be collected through The Haliburton Highlands Water Trails Program be amended.
2. That Amending By-law 25-38 be repealed.
3. This By-law shall come into force on the date of passing.

READ A FIRST, SECOND AND THIRD TIME, passed and signed and the Corporate Seal attached hereto, this 11th day of June, 2026.

Bob Carter, Mayor

Vicki Bull, Clerk

The Corporation of The Township of Minden Hills

By-law No. 26-55

Being a by-law to authorize the Mayor and Clerk to execute an Automatic Aid Agreement between the Corporation of the Township of Minden Hills and the Corporation of the Town of Bracebridge

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

AND WHEREAS Section 9 the *Municipal Act*, 2001, c. 25, as amended provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act;

AND WHEREAS Section 11(2) the *Municipal Act*, 2001, S.O., 2001, c. 25, as amended, provides that a lower-tier municipality may pass by-laws for the provision of services that the municipality deems necessary or desirable for the public;

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF MINDEN HILLS ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute an Automatic Aid Agreement between the Corporation of the Township of Minden Hills and Corporation of the Town of Bracebridge, attached hereto as Schedule "A".

READ A FIRST, SECOND AND THIRD TIME, passed, signed and the Corporate Seal attached hereto this 11th day of June 2026.

Bob Carter, Mayor

Vicki Bull, Clerk

The Corporation of the Township of Minden Hills

By-law # 26-56

Being a by-law to provide for acquisition of Provincial Surplus land and to authorize execution of the Purchase and Sale Agreement for Pt Lot 4 Concession 7, as in H17222 Except the Easement Therein; Minden Hills, Except the Easement.

WHEREAS Section 9 of the Municipal Act, S.O., 2001, as amended, provides that municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS Council of the Corporation of the Township of Minden Hills wishes to acquire the property located at Concession 7, Part Lot 4, as in H17222 Except the Easement Therein, being whole of PIN 39189-0086, Judge Jordan Road, Township of Minden Hills, listed as provincial surplus lands;

AND WHEREAS, Council of the Corporation of the Township of Minden Hills wishes to acquire the land described in Schedule "A" to facilitate passive recreation and enjoyment for its residents;

AND WHEREAS Council directed the Director of Finance/Treasurer to proceed with an offer to purchase the subject property;

AND WHEREAS the Seller has accepted the offer to purchase the subject property;

NOW THEREFORE, The Council of The Corporation of the Township of Minden Hills hereby enacts as follows;

1. That the Mayor and Clerk are hereby authorized to execute any further documentation to complete the Agreement of Purchase and Sale of Concession 7, Pt Lot 4, as in H17222 Except the Easement Therein, being whole of PIN 39189-0086, Judge Jordan Road, Township of Minden Hills, as attached hereto as Schedule "A";
2. That the Mayor and Clerk execute the required documents to complete the transaction on behalf of the Township of Minden Hills.

READ A FIRST, SECOND AND THIRD TIME, passed and signed and the Corporate Seal attached hereto, this 11th day of June, 2026.

The Corporation of the Township of Minden Hills

BY-LAW NO. 26-57

**Being a by-law to confirm the proceedings of Council
at its Regular Council Meeting held on June 11, 2026**

WHEREAS under the authority of the *Municipal Act, 2001*, Municipal Council is required to exercise its powers by by-law unless specifically authorized to do otherwise;

AND WHEREAS in many cases, action which is taken or authorized to be taken by Council or by a Committee of Council does not lend itself to an individual by-law;

AND WHEREAS Council deems it expedient to confirm the proceedings of Council at its Regular Council Meeting of June 11, 2026;

NOW THEREFORE, The Council of The Corporation of the Township of Minden Hills enacts the following:

1. That the action of the Council of The Corporation of the Township of Minden Hills at its Regular Council Meeting on June 11, 2026, with respect to each resolution and other action passed and taken by the Council at its meetings, is hereby adopted, ratified, and confirmed as if such proceeding and action were expressly adopted and confirmed by by-law.
2. That the Head of Council and the proper officers of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Head of Council and Clerk, or their designates, are hereby authorized and directed to execute all necessary documents and to affix the corporate seal of the Municipality to all such documents.

READ A FIRST, SECOND AND THIRD TIME, passed and signed and the Corporate Seal attached hereto, this 11th day of June, 2026.

Bob Carter, Mayor

Vicki Bull, Clerk