



**THE CORPORATION OF THE MUNICIPALITY OF HURON EAST  
REQUEST FOR PROPOSAL**

**RFP # L-20-230**

**Request for Proposal to Purchase and Redevelop Failed Tax Property being  
23 Goderich Street East  
Seaforth, Ontario**

**Closing Date:**

**JUNE 4<sup>th</sup>, 2021  
5:00 p.m.**

## TABLE OF CONTENTS

### A. SUBMISSION OF PROPOSALS

1. Introduction.....	4
2. Term of the Project.....	5
3. RFP Schedule.....	5
4. Project Authority and Involvement.....	6
5. Project Stakeholders.....	6
6. Inquiries.....	6
7. Proposal Content.....	7
8. Evaluation of Proposal and Award of Property.....	8
9. Submission of Proposal.....	9

### B. PROJECT REQUIREMENTS

1. Introduction.....	10
2. Project Costs.....	10
3. Background of the Project.....	10
4. Available Resources.....	10
5. Objectives.....	11
6. Assumptions.....	11
7. Resource Requirements.....	12
8. Formal Contract.....	12

<b>APPENDIX “A” – Legal Description</b> .....	13
---	----

<b>APPENDIX “B” – Property Information</b> .....	14
--	----

<b>APPENDIX “C” – Past Municipal Involvement and Available Background Information</b>	19
---	----

<b>APPENDIX “C-1” – Street View, 2020</b> .....	22
---	----

<b>APPENDIX “C-2*” – UST Removal Report by Jeffrey Environmental Consultants Inc</b> (July 2020) .....	23
---	----

<b>APPENDIX “C-3” – TSSA Environmental Services Review Form (July 2020)</b> .....	24
---	----

<b>APPENDIX “C-4*” – Environmental Assessment Report by Jeffrey Environmental</b> Consultants Inc. (June 2013) .....	26
---	----

<b>APPENDIX “C-5” – Monitoring of Tank Removal &amp; Site Remediation by Golder</b> Associates Ltd. (1993) .....	27
---	----

<b>APPENDIX “C-6”</b> – 1994/1995 Correspondence related to removal of 11,350 litre tank on west property boundary -----	28
<b>APPENDIX “D”</b> – Title Search-----	29
<b>APPENDIX “E”</b> – Acceptance of Terms of Use for Property Information and Irrevocable Offer -----	30

\*Appendix C-2 and Appendix C-4 are large documents and for the electronic version of the document, only the cover page has been inserted. For electronic copies of these reports please click the links below.

[Appendix C-2](#)

[Appendix C-4](#)

### **A – SUBMISSION OF PROPOSALS**

#### **1. INTRODUCTION**

The Corporation of the Municipality of Huron East is soliciting proposals from qualified individuals to purchase, revitalize and/or restore the failed tax sale property listed in Appendix “A”.

The property being made available through this Request for proposal (RFP) is described within Appendix “B” of this RFP.

The primary objective of this call for proposals is to return the failed tax sale property to a productive and safe re-use so that the following community benefits can be realized in the near term (i.e within 2 of years) and in a meaningful way:

- a. Return and increase of annual property tax revenues
- b. Neighborhood support through improvement of property condition & standards and/or
- c. Addition of employment opportunities

Subject to award, it is the Municipality’s intent to negotiate an Agreement of Purchase and Sale with the successful proponent(s). Agreements of Purchase and Sale shall be completed within the timelines indicated on the next page and shall be acceptable to the Municipality of Huron East in its sole discretion and shall contain timelines for property revitalization and/or restoration milestones. Acceptance by the Municipality of the conditional offer to purchase will be based on Council approving the vesting of the property.

With an Agreement of Purchase and Sale in place and Council’s approval, the Municipality will vest title in the property, cancel the taxes owing in arrears and then transfer title to the successful proponent(s) as per the agreement. The Municipality does not own the property until the property has been vested and title has been transferred. Until that point, the current owner continues to have an opportunity to fully pay off all charges owing. Should this occur, deposits from interested proponents would be fully refunded.

### 2. TERM OF THE PROJECT

The term of the project shall be determined by the progress of negotiations of any Agreement(s) of Purchase and Sale which result from the RFP process.

### 3. RFP SCHEDULE

DATE	ACTION
April 30, 2021	RFP release date
May 17, 2021	Final date for submitting inquiries about the RFP
May 21, 2021	Final date for the Municipality to respond to inquiries about the RFP
June 4, 2021	RFP closes – Proposals due

Following award by Council, the proponent(s) will have up to 60 days to complete an Agreement of Purchase and Sale, close the transaction and take possession of the property.

Although every attempt will be made to meet all dates, the Municipality reserves the right to modify any or all dates at its sole discretion.

#### 4. PROJECT AUTHORITY AND INVOLVEMENT

The selection of any successful proposal will be by the Council of the Municipality of Huron East upon review and recommendation made by an evaluation committee consisting of municipal staff familiar with the environmental, planning, and financial aspects of the property. Final approval rests with Council. Participation in this RFP in no way guarantees the approval of any agreement with any party.

The Municipality is soliciting proposals for revitalization and/or restoration of the subject property using the authority to do so for Failed Tax Sale Properties as described within Part XI of the Municipal Act of Ontario.

Proponent(s) should note that the Municipality is not the owner, nor is it in a position of care or control of the subject property. The Municipality will vest title in the subject property only for the purpose of transferring title to a third party and only when an Agreement of Purchase and Sale has been completed with a successful respondent to this request for proposal.

#### 5. PROJECT STAKEHOLDERS

The Municipality of Huron East is the project authority for this Request for proposal.

#### 6. INQUIRIES

Any clarification of this document or request for additional information must be received by 4:00 pm on May 17, 2021 by email to:

Brad Knight, CAO/Clerk

Email: [bknight@huroneast.com](mailto:bknight@huroneast.com)

If necessary a written addenda will be issued. Should any proponent(s) find discrepancies in, or omissions from the specifications, or should a proponent(s) be in doubt as to their meaning, they must notify the Municipal staff contact indicated in this section in order to obtain clarification. No proponent(s) may claim any advantage from any error, inconsistency or omission in the RFP.

It is the responsibility of the proponent(s) to refer to the Municipality of Huron East website for any updates to this project.

### 7. PROPOSAL CONTENT

Each proposal submitted must include a demonstrated understanding of the Municipality's objectives as stated in this RFP, a demonstration of the proponent(s)'s capability to undertake the proposed revitalization and or restoration and information about the proposed revitalization and or restoration. To be considered complete, in addition to all other requirements stated within the RFP, each proposal must also provide:

- A signed and witnessed copy of the Form of Irrevocable Offer and Acceptance of Terms of Use for Property Information (Appendix "E"), and
- Proposal Deposit in the amount of 10% of your bid amount by certified funds.

The Municipality is bound to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and therefore any document(s) provided to the Municipality of Huron East in response to this RFP may be accessible to any member of the public through a valid freedom of information request unless specific criteria for confidentiality are met. In general, an entire proposal cannot be deemed business confidential and proponent(s) must indicate which portions of their proposals, if any, contain information that is confidential by virtue of it providing details that, if revealed to a competing business, would clearly place the proponent(s) at a competitive disadvantage. Notwithstanding the above, the Municipality of Huron East cannot guarantee that contents of proposals can be maintained as business confidential.

Each proposal must also contain each of the following elements:

1. Provide a comprehensive description of the intended use for the property
2. Indicate the proposed schedule for revitalization and/or restoration.
3. Demonstrate an understanding of the existing land use planning policies and regulations of the current Huron East Official Plan designations and Zoning and identify the nature and extent of any amendments to the Official Plan or Zoning By-Law that will be required to permit the submitted development concept. Relevant provisions of the Official Plan and Zoning By-Law are included in Appendix "B".
4. Provide a detailed financial plan for the purchase and revitalization and/or restoration of the property.

### 8. EVALUATION OF PROPOSALS AND AWARD OF PROPERTY

Submissions will initially be reviewed to ensure all eligibility requirements are met and where more than one complete submission exists for a property parcel, the proposals will be evaluated based upon the following criteria:

Proposed use of Land	50%
Financial Plan (including offer price)	40%
Revitalization/restoration completion and timing	10%

Based on the above, and subsequent to potential negotiations with individual proponent(s), Municipal staff may recommend to Council that municipal vesting of title and award of individual property takes place.

The Municipality of Huron East reserves the right to interview proponent(s) and/or request clarification related to proposals received and, at its sole discretion, may not award the property that is the subject of this call for proposals.

The award of the property that has been approved by Council will only result in a binding agreement upon the completion of an Agreement of Purchase and Sale between the Municipality of Huron East and any successful proponent(s), on terms satisfactory to the Municipality.

**No Obligation to Contract.** Submissions made in response to this RFP do not constitute the acceptance of a contract with the Municipality. Submissions constitute offers which the Municipality may or may not accept in its sole discretion. The Municipality further reserves the right to accept or reject any or all proposals or parts of proposals, or to accept any proposal considered in its best interest, and to request re-proposals on specified terms. The Municipality also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Municipality further reserves the right to award the contract in any manner as shall best serve the interests of the Municipality in the opinion of the Municipality. The Municipality reserves the right to include consideration of any outstanding claims against or by the Municipality, any record of poor performance with the Municipality and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Municipality.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Municipality and after negotiation, only by entering into a formal contract upon such acceptance of the terms, responsibilities, and specifications as required by the Municipality including but not limited to those set out herein. The Municipality reserves the right to reject an offer to supply goods and services presented in response to the Municipality's procurement processes where the Municipality determines that the person making the offer is in any way indebted to the Municipality and in its sole discretion is of the opinion that it is in the Municipality's best interests that the offer be rejected.



### 9. SUBMISSION OF PROPOSAL

Please submit a signed original of your proposal, two hard copies of the complete proposal in a sealed envelope, clearly labeled; signed by an authorized signatory, and proposal deposit of 10% of your bid by certified funds to:

The Corporation of the Municipality of Huron East  
72 Main Street South  
Seaforth, Ontario  
N0K 1W0

Attention: Brad Knight, CAO/Clerk  
Failed Tax Sale RFP – 23 Goderich Street East, Seaforth

Proposals **MUST** be received at this location **NO LATER THAN 5:00 P.M. LOCAL TIME, on June 4, 2021**. Proposals received after the above due date and time will not be considered.

The deposit shall be held by the Municipality of Huron East until:

the proposal is rejected by the Municipality in its sole discretion, or  
the date of irrevocability passes.

The deposit shall be returnable without interest to the proponent(s).

### **B – PROJECT REQUIREMENTS**

#### **1. INTRODUCTION**

The Corporation of the Municipality of Huron East wishes to vest title in a failed tax sale property for the purpose of transferring ownership to individuals so that the property will be revitalized and/or restored to the benefit of the Municipality and the neighborhood in which it exists.

General property information which is provided under the Tax Sale process can be found under Appendix “B”.

#### **2. PROJECT COSTS**

The Municipality of Huron East will not provide any funds to any proponent(s) in relation to this Request for proposal. All costs associated with the award of a property to a proponent(s) includes but are not limited to: subsequent title transfers, due diligence, development applications, inspections, engineering, remediation, construction, insurance, financing, land transfer tax, HST if applicable are the sole responsibility of the proponent(s). It is the successful proponent’s responsibility to obtain vacant possession.

Municipality of Huron East is not liable for RFP costs. The Municipality of Huron East is not liable for any costs incurred by the submitter of a proposal in responding to this Request for Proposal.

#### **3. BACKGROUND OF THE PROJECT**

The Municipality has been involved with this property in various capacities over the past 20 years including two property standards orders, and more information is provided in Appendix “C”.

#### **4. AVAILABLE RESOURCES**

The Municipality of Huron East shall remove the property taxes owing (back taxes) from property where there is a successful Agreement of Purchase and Sale and title transfer to the successful proponent as a result of this Request for proposal. Proponents are advised to exercise due diligence in relation to any liens that may be on title.

NOTE: A property having a non-governmental lien such as a mortgage or bankruptcy will have the lien eliminated at the time the Municipality vests the property for ownership transfer. Further, all Provincial Crown Interests will be removed from the property at the time the Municipality vests the property for ownership transfer. Federal Crown Liens would be negotiated with the Crown once an offer is received but the Municipality is in no position to provide any guarantees that it can be reduced or removed. As part of the 2020 failed tax sale, a title search was completed and a current title search is attached for information only. As noted above, proponents are advised to exercise due diligence in relation to any liens that may be on title.

### 5. OBJECTIVES

The objective of this RFP is to return failed tax sale properties to productive and safe re-use.

### 6. ASSUMPTION

In preparing a response(s) to this Request for Proposal the proponent(s) will assume the following:

- a. The Municipality cannot fetter its discretion to make, approve or modify Official Plan policies or zoning by-laws by contract or agreement as a result of this RFP or consequent agreements;
- b. The Municipality of Huron East does not own the property, nor is it in care or control of the property. There is no right of entry on the property and doing so would be considered trespassing.
- c. Information available from the Municipality concerning the Site is as disclosed in this RFP. The Municipality makes no warranties or representations that the reports and information are accurate or complete. Any reliance on the provided information is at the sole risk of the proponent(s).
- d. The Municipality makes no warranties or representations as to the environmental condition of the Site or the condition of any structures on the Site. It is the responsibility of the proponent(s) to satisfy itself as to the condition of the Site and the fitness of the Site for any intended or proposed use. The Municipality assumes no liability for the condition of the Site whatsoever.
- e. Any agreement of purchase and sale will be for a sale of the Site on an "as-is-where-is" basis only. There will be no warranties or representations as to the environmental condition of the Site by the Municipality.
- f. Any agreement of purchase and sale will contain clauses obligating the purchaser to submit detailed revitalization and/or restoration plans within timeframes established in the Agreement of Purchase and Sale and will obligate the purchaser to meet those timeframes.
- g. Any agreement of purchase and sale will require indemnities to hold the Municipality harmless and indemnify the Municipality against any third party claims and regulatory orders issued related to the Site.

- h. Any agreement of purchase and sale will contain an option for the Municipality to take back title to the subject property, without compensation to the proponent(s), should the requirements and schedules for the revitalization and/or restoration of the subject property not be complied with in a meaningful way.
- i. Any contract entered into by the Municipality as a result of this RFP is subject to approval by Council.

### **7. RESOURCE REQUIREMENTS**

Proponent(s) are required to provide all resources required to prepare and submit a response to this request and for any follow-up by a successful proponent(s).

Successful proponent(s) will be required to provide securities, in amounts to be negotiated, that will be held by the Municipality of Huron East to ensure meaningful implementation of proposed project plans and schedules.

### **8. FORMAL CONTRACT**

Any proponent(s) awarded a property as a result of this Request for proposal will, within thirty (30) days of Council's authorization, be required to enter into a Formal Agreement of Purchase and Sale satisfactory to the Council of the Municipality of Huron East, which will incorporate or reflect all provisions set out in this RFP. All rights of cancellation vested with the Municipality.

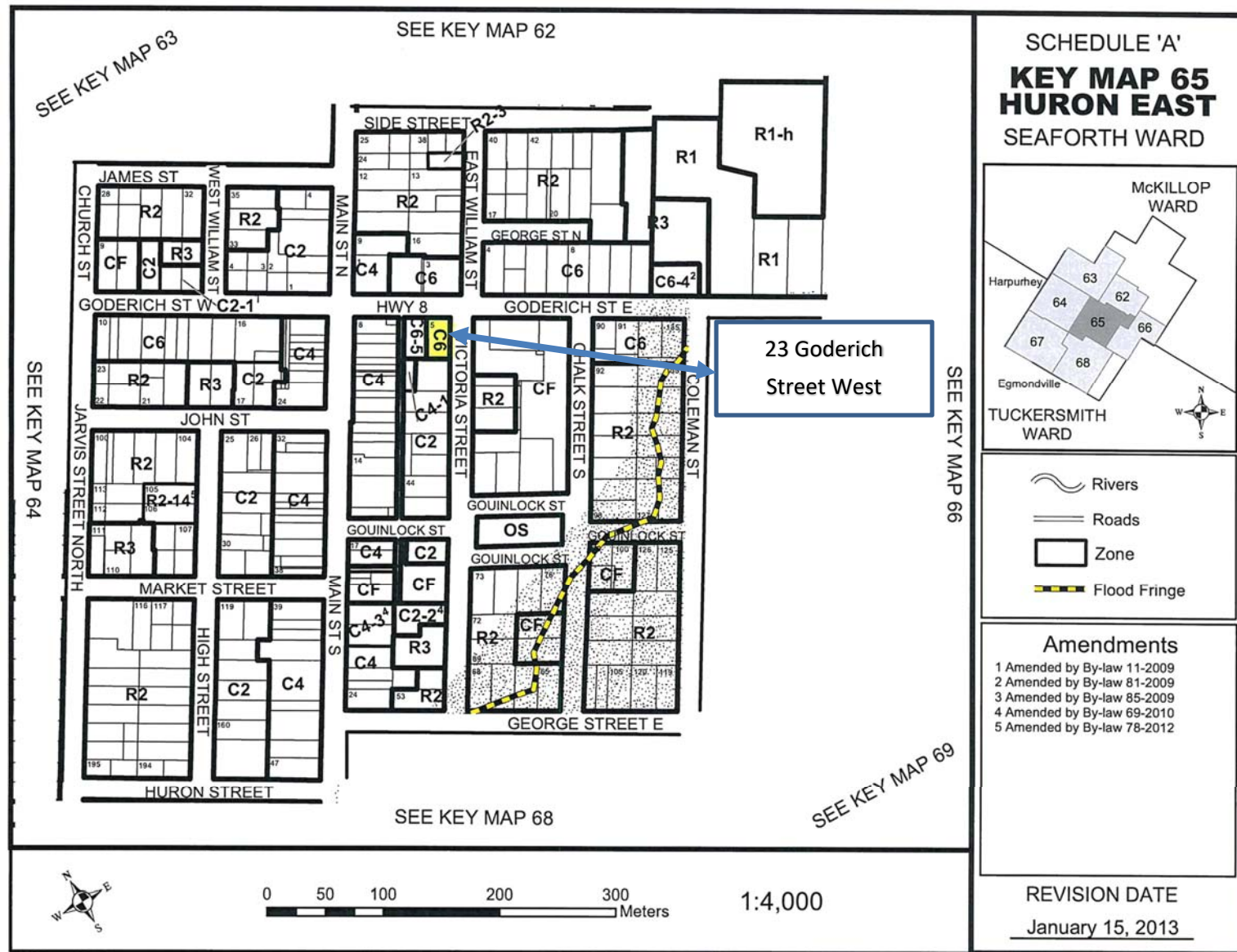
Agreements of Purchase and Sale will contain project milestones, reporting requirements and dates and also provisions for reversion of title to the Municipality of Huron East in the event that proposed project plans and/or milestones are not met.

**Municipality of Huron East  
RFP L-20-230  
Appendix “A” – Legal Description**

Part Lot 5, Plan 391, Seaforth as in R327630; Municipality of Huron East, County of Huron.

**Municipality of Huron East  
RFP L-20-230  
Appendix “B” – Property Information**

Property Roll Number:	40-40-390-013-00200-0000
Property Identification Number:	41296-0027
Civic Address:	23 Goderich Street East, Seaforth, Ontario N0K 1W0
Assessment Value:	CT 76,000
Annual Taxes:	\$1,750
Property Status:	Vacant, no buildings
Property Size:	Frontage: 66' (20.12m) Depth: 118' (35.97m) Area: .18 acres (724m <sup>2</sup> )
Official Plan Designation:	Highway Commercial
Zoning:	Fringe Highway Commercial (C6) (Key Map 65 attached and zone provisions attached)



## **SECTION 31**

### **FRINGE HIGHWAY COMMERCIAL – SEAFORTH / BRUSSELS ZONE (C6)**

Within this ZONE, no person shall establish any use of land or building, or erect or alter any building or structure for any purpose except in accordance with the following provisions:

#### **31.1 PERMITTED USES**

- art gallery
- artist, dance or photographic studio
- ambulance station
- assembly hall which is carried on entirely within a wholly enclosed building
- bed and breakfast establishment
- bottle depot
- brewers retail outlet
- business or professional office
- clinic
- convenience store
- dressmaking or tailor shop
- dry cleaning establishment
- dwelling converted
- dwelling units secondary to a commercial use within the rear portion or upper stories of a commercial building (*ZBLA 85-2009*)
- dwellings existing on the date of passage of this By-law and their strengthening, repair renovation, enlargement or replacement subject to the provisions of the R2 Section
- eating establishment, restaurant
- eating establishment, drive-through restaurant
- eating establishment, take-out restaurant
- eating establishment, portable food outlet, in accordance with any municipal By-laws
- farm produce sales outlet
- farmers market
- fire hall
- flea market
- funeral home
- gasoline bar
- government office
- group home, in a single detached dwelling
- health club
- home occupation in any permitted dwelling
- hotel
- laundromat
- liquor store
- motel
- motor vehicle sales and/or service establishment
- motor vehicle washing establishment
- parking area accessory
- parking lot
- personal services shop
- place of entertainment
- police facility
- printing establishment
- private club
- propane exchange facility (*ZBLA 25-2014*)
- public building
- park, public in accordance with the Urban Natural Environment and Open space (OS) Section
- sign printing establishment (*ZBLA 85-2009*)



- service and repair shop
- taxi stand
- tire sales establishment
- wholesale or warehouse use accessory to any of the foregoing permitted uses
- uses accessory to the permitted uses

### **31.2 ZONE PROVISIONS**

	<b>Full Service (Public Water and Public Sewer)</b>
Lot Area (minimum)	1,000 square metres
Lot Frontage (minimum)	20 metres
Lot Depth (minimum)	45 metres
Front Yard Depth (minimum)	7.5 metres from a Municipal Road 10 metres from a County or Provincial Highway
Interior Side Yard Depth (minimum)	3 metres except that where the interior side lot line abuts a Residential Zone, the minimum interior side yard shall be: 7.5 metres
Exterior Side Yard (minimum)	7.5 metres from a Municipal Road 10 metres from a County or Provincial Highway
Rear Yard Depth (minimum)	8 metres
Lot Coverage (maximum)	40 %
Landscaped Open Space (minimum)	20 %
Building Height (maximum)	11 metres

### **31.3 OUTDOOR STORAGE**

The outdoor storage of goods or materials shall be permitted only to the rear or side of the main building provided that:

- such outdoor storage is accessory to the use of the main building on the lot
- such outdoor storage shall be set back 3 metres from the side or rear lot line
- such outdoor storage does not cover more than 35% of the lot area nor exceed twice the ground floor area of the main building on the lot

### **31.4 OUTSIDE DISPLAY AREAS**

An outdoor display area shall be permitted in all yards provided:

- Such outdoor display area is for merchandise kept for sale on the premises
- Such outdoor display area is set back a minimum of 1 metre from any side or rear lot line; 3 metres from any front lot line; and 3 metres from any lot line which abuts a Residential zone
- Such outdoor display area does not cover more than 35% of the lot area
- Such outdoor display area is kept in a neat and attractive manner

### **31.5 PARKING, ACCESSORY BUILDINGS, PLANTING STRIPS, ETC.**

In accordance with the General Provisions Section.

### **31.6 MOTOR VEHICLE WASHING ESTABLISHMENT - STACKING LANES**

See General Provisions

### **31.7 RE-ESTABLISHMENT OF A RESIDENTIAL USE**

Any building which has been used as a residence and subsequently converted to a commercial use may be returned to a residential use subject to the provisions of the R2 zone.

### **31.8 ZONE PROVISIONS FOR EXISTING DWELLINGS AND ACCESSORY DWELLING UNITS COMBINED WITH COMMERCIAL USE**

- An existing dwelling may be converted to create one or more additional dwelling units subject to the provisions of the R2 Zone of this By-law.
- A group home may be established in an existing dwelling subject to the provisions, of the R2 Zone.

- All or a portion of an existing dwelling may be used for a permitted commercial use subject to the provisions of the Section below. Any portion of the existing dwelling which is retained as an accessory unit or units shall be subject to the following:
- any dwelling unit or units shall form part of the main building and shall be to the rear and/or above the commercial use
- the dwelling unit or units shall be completely self-contained and have separate and direct access to a yard or street
- the minimum floor area of an accessory dwelling unit shall be as follows:
  - Bachelor Unit 37 square metres
  - One Bedroom Unit 55 square metres
  - Two Bedroom Unit 65 square metres
  - Three Bedroom Unit 84 square metresplus 9.3. square metres for every bedroom in excess of 3
- A building which is used for a commercial use may also contain one or more dwelling units in combination with a permitted use provided the residences meet the requirements of the accessory residence provisions of this section.
- all other requirements of this By-law shall be complied with.

### **31.9 SPECIAL ZONES**

#### **C6-1**

The area zoned C6-1 may only be used for the following uses:

- assembly hall which is carried on entirely within a wholly enclosed building
- clinic
- indoor sports recreational facility
- an eating establishment which shall mean a building or part thereof, used for the serving of food or refreshments to the public, with the serving and consumption of food taking place within the building except for a terrace or patio or other open areas adjacent to the building where the serving and consumption of food and refreshments may take place on a temporary or seasonal basis
- a motel
- a landscaping and garden supply establishment
- a police facility
- funeral home
- public park in accordance with in accordance with the Urban Natural Environment and Open space (OS) Section (*Seaforth, Key Map 66, OMB Order #R850321*)

#### **C6-2**

The following provisions apply to the lands zoned C6-2:

- may be used for a truck garage and existing residence.
- may have a minimum rear yard of 3 metres.

All other provisions of this By-law shall apply. (*Seaforth, Pt. Lot 10, Conc. 1, HRS, Pt. 2&3 22R1747, Key Map 68, ZBLA 17-1990*)

#### **C6-3**

The following provisions apply to the lands zoned C6-3:

- The area zoned C6-3 may only be used for the following uses:
  - motor vehicle washing establishment
  - farm produce sales outlet
  - a convenience store without food consumption
  - a landscaping and garden supply establishment
  - a real estate office
  - building supply and sales establishment
- The area zoned C6-3 may have a minimum landscaped open space of 17%.

(*Seaforth, Key Map 68, Lots 32, 33 & 34 R.P 391, 7 Pt. Lot 10, Con 1 H.R.S., By-law 26-1989 as amended by OMB Order #R900120, By-law 35-1992 as amended by OMB Order #R930072 and as amended by By-law 20-1996*)

**Municipality of Huron East  
RFP L-20-230  
Appendix “C” – Past Municipal Involvement  
and Background Information Available**

Preamble – The Municipality of Huron East is an amalgamated municipality (2001) which now includes the former Town of Seaforth. The subject property was a former gas station and the Municipality has information on file that documents remediation work that was undertaken by Petro Canada in 1993. The property was not being used as a gas station when it was sold to the current owner in 2003 and has not been used for a gas station during the period that the property has been owned by the current owner. The Municipality has issued two Property Standards Orders and took measures to remedy the Orders and has information on file that documents the works undertaken by the Municipality in 2020.



March 2021

The Owner failed to comply with a 2020 Property Standards Order to remove all piping, the fuel island and underground fuel tanks pursuant to a TSSA Order issued on April 23, 2013. The Municipality initiated measures to remedy the Order and contracted Jeffrey Environmental Consultants Inc. to coordinate the decommissioning and permanent removal of underground storage tanks. The Municipality, through Jeffrey Environmental Consultants Inc. hired Claybar Contracting to remove tanks, associated piping and the pump island. A street view with the description/location of tanks that was provided to Claybar Contracting is attached as Appendix “C-1”. Jeffrey Environmental Consultants Inc. produced a UST Removal Report dated July 2020 and a TSSA Environmental Services Review Form, attached as Appendix “C-2” and “C-3” respectively.

2013



The Owner failed to comply with a 2013 Property Standards Order to demolish an unsafe building and to remove the gas pumps from the pump island. The Municipality initiated measures to remedy an unsafe situation and retained Jeffrey Environmental Consultants Inc. to coordinate the project. The building was demolished and removed by Huron East staff and the fuel pumps, hydraulic hoist and interceptor removal was completed by Rathwell and Rathwell Ltd. An Environmental Assessment report prepared by Jeffrey Environmental dated June 2013 is attached as Appendix "C-4".

1993

Information filed with the Municipality indicates that Petro Canada removed 3 underground storage tanks and performed site remediation in advance of installing 3 new underground tanks (these tanks were removed by the Municipality in 2020). Golder Associates Ltd. was retained by Petro Canada to monitor the removal of the Petro Canada tanks and petroleum hydrocarbon impacted soils. The Golder report dated November 17, 1993 is attached as Appendix “C-5”.

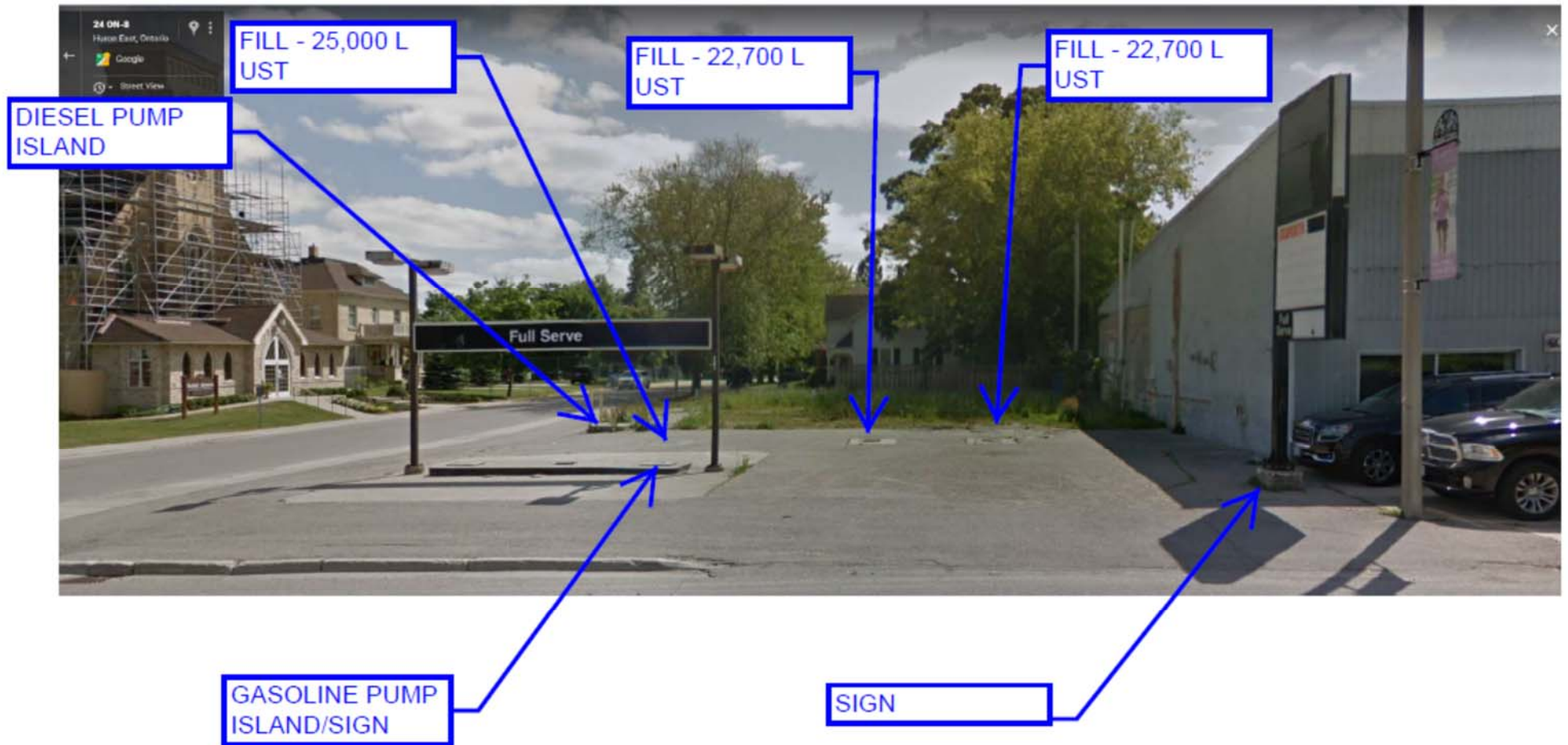
1994/1995

On page 4 of the 1993 Golder report it is noted that *“an abandoned storage tank.....found to be filled with sand.....and was left in place to the close proximity to the foundation of the adjacent building”*.

A letter from Petro Canada to TSSSA dated April 19, 1993 (note → letter should be dated 1994) summarizes 1993 remedial work and asks for a deviation from the TSSA Inspector’s Order to temporarily leave the tank in place. See letter dated July 12, 1994 from Ross & Ross solicitors for owner of the property (James Floyd) to TSSA regarding the original order to be complied with and the tank removed. Petro Canada did complete the removal of the tank on December 13, 1994 as documented in a letter from Jacques Whiteford Environmental dated February 15, 1995. The Petro Canada letter, Ross & Ross letter and report from Jacques Whiteford are attached as Appendix “C-6”.



Municipality of Huron East  
RFP L-20-230  
Appendix "C-1" – Street View, 2019



**Municipality of Huron East  
RFP L-20-230  
Appendix “C-2” – UST Removal Report by Jeffrey Environmental Consultants Inc.  
(July 2020)**

---

**UST REMOVAL REPORT**

**23 GODERICH STREET EAST  
SEAFORTH, ONTARIO**

[Full Report  
Available Here](#)

**Prepared for:**  
Municipality of Huron East  
72 Main Street - P.O. Box 610  
Seaforth, Ontario N0K 1W0

**Prepared by:**  
Jeffrey Environmental Consultants Inc.  
616 Bluenose Court  
Waterloo, Ontario N2K 4C5

**July 2020**

**Reference No. 1194(03)**

---

## Municipality of Huron East

RFP L-20-230

## Appendix "C-3" – TSSA Environmental Services Review Form (July 2020)



Technical Standards and Safety Authority  
345 Carlingview Drive  
Toronto, Ontario M9W 6N9  
Fax: 416.231.4078  
Customer Service: 1.877.682.8772  
Email: [fs submissions@tssa.org](mailto:fs submissions@tssa.org)  
[www.tssa.org](http://www.tssa.org)

## Environmental Review Services

*Technical Standards and Safety Act*  
Fuels Safety Regulations

Please submit completed application and supporting documentation by mail, fax, or email (in pdf format).		For Office Use Only	
Check applicable fuel type: <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Liquid Fuels		Property Use: <input type="checkbox"/> Residential (Single Family Dwelling) <input checked="" type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Other	
<b>SUBMISSION TYPE</b>			
<input checked="" type="checkbox"/> Response to Inspectors' Orders Order No.: E-071946 Service Request No.:		<input checked="" type="checkbox"/> Equipment Removal/Site Closure <input type="checkbox"/> Equipment Upgrade <input type="checkbox"/> Leak <input type="checkbox"/> Discovery <input type="checkbox"/> Spill	
Description: Removal of a 15,000 L premium gasoline UST, a 25,000 L regular gasoline UST, a 25,000 L diesel fuel UST, a gasoline pump island, a diesel fuel pump island and associated piping.			
<b>A. OWNER INFORMATION</b> - Please check all that apply: <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Property			
Company Name:		Corporation No.:	
Street No./911 Number, if applicable: 41792		Street Name: Summerhill Road	
Unit/Suite:		PO Box: R.R. #2	
City/Town: Seaforth		Province: Ontario	
Telephone No.:		Postal Code: N0K 1W0	
Fax No.:		Cell No.:	
Email:			
Print Name of Contact Person: Clinton Stumpf			
<b>B. LOCATION ADDRESS</b> Same as: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D Legal Description attached <input type="checkbox"/>			
(Where appliance/equipment is or was installed/inspected. Note this must be a delivery or fire route address.)			
Company Name:		Legal Description attached <input type="checkbox"/>	
Street No./911 Number, if applicable: 23		Street Name: Goderich Street East	
Unit/Suite:		PO Box:	
City/Town: Seaforth		Province: Ontario	
Telephone No.:		Postal Code: N0K 1W0	
Fax No.:		Cell No.:	
Email:			
Print Name of Contact Person: Clinton Stumpf			
<b>C. TECHNICAL CONTACT</b> Same as: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> D			
(Company TSSA should communicate with on behalf of the owner.)			
Company Name: Jeffrey Environmental Consultants Inc.		Street Name: Bluenose Court	
Street No./911 Number, if applicable: 616		PO Box:	
Unit/Suite:		Province: ON	
City/Town: Waterloo		Postal Code: N2K 4C5	
Telephone No.: 519-635-7965		Cell No.: 519-635-7965	
Fax No.:			
Email: <a href="mailto:mjeffrey@jeffreymenvironmental.com">mjeffrey@jeffreymenvironmental.com</a>			
Print Name of Contact Person: Mark R. Jeffrey, P. Eng.			






Technical Standards and Safety Authority  
345 Carlingview Drive  
Toronto, Ontario M9W 6N9  
Fax: 416.231.4078  
Customer Service: 1.877.682.8772  
Email: [fssubmissions@tssa.org](mailto:fssubmissions@tssa.org)  
[www.tssa.org](http://www.tssa.org)

## Environmental Review Services

*Technical Standards and Safety Act*  
Fuels Safety Regulations

Location Address: 23 Goderich Street East, Seaforth, Ontario

<b>D. INVOICEE</b> (Company who will be invoiced for engineering and inspection services.)			
Company Name: Municipality of Huron East			
Street No./ 911 Number, if applicable: 72		Street Name: Main Street South	
Unit/Suite:		PO Box: 610	
City/Town: Seaforth		Province: Ontario	Postal Code: N0K 1W0
Telephone No.: 519-527-0160		Fax No.: 519-527-2561	Cell No.:
Email: <a href="mailto:bknight@huroneast.com">bknight@huroneast.com</a>			
Print Name of Contact Person: Brad Knight, CAO			Signature of Contact Person: 

Date form submitted (dd-mmm-yyyy): \_\_\_\_\_

### FEES FOR ENGINEERING AND INSPECTION SERVICES

Check box to request type of service.

- ☒ **Regular Service:** 30 working days for engineering and inspection services.  
**Standard Fee:** \$169.50 (13% HST included) per hour for engineering review and \$152.55 (13% HST included) for inspection services.
- ☐ **Rush Engineering Service Only:** 5 to 10 working days.  
**Fee:** 2 x Standard fee for engineering review.
- ☐ **Rush Engineering and Inspection Services:** 5 to 10 working days for each service.  
**Fee:** 2 x Standard fee for engineering review and inspection services.

**Legal Disclaimer** - In providing environmental review services, Technical Standards and Safety Authority makes no representations or warranties regarding the environmental state of a property, the presence or absence of contaminants at the property, or the fitness of the property or equipment for any particular use. TSSA does not authorize any party to rely on any finding, assessment or determination made during the course of an environmental review. TSSA reserves the right to make a final determination of who is the owner of a property or equipment regardless of the information provided in this form. TSSA will send invoices to the invoicee listed above for the convenience of the owner of the property or equipment; however, the owner remains responsible for the payment of any fees for environmental review services and TSSA retains the right to demand such payment from the owner instead of the invoicee at any time.

**Municipality of Huron East**

**RFP L-20-230**

**Appendix “C-4” – Environmental Assessment Report by  
Jeffrey Environmental Consultants Inc. (June 2013)**

---

**ENVIRONMENTAL ASSESSMENT  
REPORT**

**23 GODERICH STREET EAST  
SEAFORTH, ONTARIO**

[Full Report  
Available Here](#)

**Prepared for:**

Municipality of Huron East  
72 Main Street - P.O. Box 610  
Seaforth, Ontario N0K 1W0

**Prepared by:**

Jeffrey Environmental Consultants Inc.  
616 Bluenose Court  
Waterloo, Ontario N2K 4C5

**June 2013**

**Reference No. 1194(02)**

---

Municipality of Huron East

RFP L-20-230

Appendix "C-5" – Monitoring of Tank Removal & Site Remediation by  
Golder Associates Ltd. (1993)

**Golder Associates Ltd.**

2180 Macdonnell Boulevard  
Mississauga, Ontario, Canada L4N 5S3  
Telephone: (416) 567-4444  
Fax: (416) 567-5564



November 17, 1993

931-1614

Petro-Canada Products  
5140 Yonge Street  
Suite 200  
North York, Ontario  
M2N 6L6



Attention: Mr. Ken Tedder

RE: **PETRO-CANADA OUTLET #51902**  
**23 GODERICH STREET EAST**  
**SEAFORTH, ONTARIO**

Dear Mr. Tedder:

Golder Associates Ltd. was retained by Petro-Canada Products to monitor the removal of Petro-Canada's underground storage tanks, associated distribution facilities and petroleum hydrocarbon impacted soil encountered in the excavation at the above referenced site (see Figure 1). This letter summarizes the excavation and monitoring activities which were started on September 21, 1993 and completed on September 23, 1993.

Based on the Ministry of Environment and Energy (MOEE) Generic Site Sensitivity Analysis Decision Tree (Appendix A), it was considered that a soil remediation criteria Level III would be appropriate for this particular site. The objective for this project included the removal of soils exceeding the Level III Criteria, (using a field screening soil headspace concentration of 10% LEL) encountered within the gasoline tank area, distribution line and pump island excavation and the removal of any liquid phase petroleum hydrocarbons or impacted groundwater encountered. We understand that this privately owned site will continue in use as a petroleum distribution facility.

Soil excavation, soil disposal and tank removal operations were carried out by Rathwell and Rathwell of Brucefield, Ontario under the supervision of their Mr. Bill Rathwell.

OFFICES IN AUSTRALIA, CANADA, GERMANY, HUNGARY, ITALY, SWEDEN, UNITED KINGDOM, UNITED STATES

## SOIL REMOVAL

Removal and disposal of soil was initiated on September 21, 1993 and completed on September 23, 1993. During this period, a representative from Golder's Environmental Division was on site to monitor combustible gas concentrations in the excavated soil and, based on this information, delineated areas to the contractor which required soil removal and off-site disposal. Soil headspace concentrations were monitored with a Gastech Inc. gastechtor, Model 1238 ME, calibrated to hexane gas and set to eliminate the measurement of methane gas present in the soil samples. During excavation operations, the Golder representative was in regular contact with Petro-Canada's Messrs. Rick MacFarlane and Ken Tedder, to inform them of ongoing site activities.

Excavated material exceeding 10% LEL was hauled off-site by John H. Mellwain Haulage, under contract to Rathwell and Rathwell and disposed at the Mid-Huron Landfill.

A total of thirty-eight (38) tandem dump truck loads of hydrocarbon impacted soil were removed from the site. The major portion of soil removed was excavated from the former underground gasoline storage tank area (see Figure 2) and a minor amount from the pump island area, as described in the following sections. In the underground gasoline storage tank area the excavation encountered approximately 0.3 m of sand and gravel fill beneath the asphalt pavement, underlain by sand fill (assumed to be tank backfill material) to the bottom of the excavation (i.e. to a depth of approximately 3.5 m to 3.7 m). In the pump island area, a silty clay fill with some sand and gravel was encountered to a depth of approximately 2.0 m below initial grade. The native soil encountered on site at or near the base of the excavation was generally a clay fill material.

In total, forty-one (41) soil samples were collected from various areas around the faces and base of the excavation approximately at the locations shown on Figure 3. Nine (9) verification samples were selected from the 41 samples collected and submitted to Barringer Laboratories of Mississauga, Ontario for BTEX (benzene, toluene, ethylbenzene, xylene) and TPH (total petroleum hydrocarbon) analyses. A summary of the sample locations and combustible headspace vapour concentrations is presented in Table 1. The results of the soil chemical analyses are presented on Table 2.

Of the nine samples submitted for analysis, four (4) samples exhibited concentrations of some parameters exceeding the MOEE interim soil remediation Level III criteria as summarized below:

SAMPLE NO.	PARAMETER EXCEEDENCE	MOEE LEVEL III CRITERIA (ppm)
SA-11	TPH (5,650 ppm) Benzene (14.5 ppm) Toluene (324 ppm) Total Xylenes (1,212 ppm)	5,000 2.0 100 50
SA-28	Benzene (4.8 ppm) Toluene (169 ppm) Total Xylenes (429 ppm)	2.0 100 50
SA-33	TPH (15,100 ppm) Benzene (7.3 ppm) Toluene (134 ppm) Ethylbenzene (108 ppm) Total Xylenes (544 ppm)	5,000 2.0 100 100 50
SA-40	Total Xylenes (98.7 ppm)	50

## GROUNDWATER

Groundwater was not encountered while excavating at this site.

## UNDERGROUND STORAGE TANK AREA

Golder's representative was on site to observe the removal of three (3) 22,700 litre, single wall steel underground storage tanks from the northwest corner of the property. We understand that disposal of the tanks was carried out by Rathwell and Rathwell.

Approximately 25 tandem dump truck loads of hydrocarbon impacted soil were excavated and removed from this gasoline storage tank area for off-site disposal. The combustible gas concentration (methane excluded) of the excavated material ranged from 10% LEL to >100% LEL. The impacted soil consisted mainly of the sand backfill from around and under the storage tank, excavated to a depth of approximately 3.6 m below grade and to approximately the limits are shown on Figure 2.

In addition to the three known underground storage tanks, two formerly unknown and abandoned storage tanks were encountered on-site at approximately the locations shown on Figure 2. One 2,273 litre (500 gal) steel, single wall storage tank was found in the centre of the north property boundary. It contained approximately 2,275 litres of liquid, comprised of water and 2 cm of floating product. The tank had no visible holes. The wastewater and product in the tank was pumped out and removed from site for disposal by Rathwell and Rathwell. The tank was also removed and disposed of off-site by Rathwell and Rathwell. Any impacted soil in the vicinity of this tank was removed in conjunction with the removal of impacted soil from the overall excavation.

The second formerly unknown and abandoned storage tank was encountered immediately north of the service station adjacent to the west property boundary. This storage tank was a 4,546 litre (1,000 gal) single wall steel tank, which, when uncovered, was found to be filled with sand. The tank was left in place due to its close proximity to the foundation of the adjacent building. It was considered that removal of this storage tank would have jeopardized the integrity of the adjacent 100 year old building which already exhibited evidence of structural damage. We understand that Mr. Barry Smith, Senior Inspector with the Fuels Safety Branch of the Ministry of Consumer and Commercial Relations of Ontario, was notified of the status of this storage tank. No liquid phase petroleum hydrocarbon was observed in this excavation.

#### **PUMP ISLAND AREA**

Approximately 13 tandem dump truck loads of hydrocarbon impacted soil was excavated and hauled off-site from the pump island area. The combustible gas concentrations of the excavated soil removed from this area ranged from 10% LEL to >100% LEL.

Excavation in this area included the removal of the pump island and the concrete apron which surrounded it, approximately to the limits presented on Figure 2. The excavation was taken to a relatively uniform base at 2.7 m below grade.

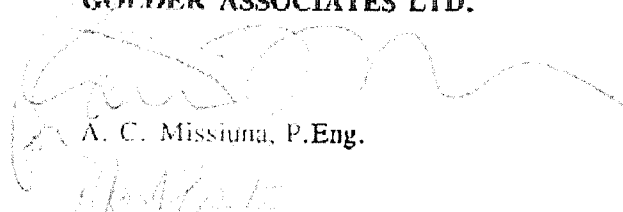
No liquid phase petroleum hydrocarbon was observed in the soil from this excavation.

## CLOSURE

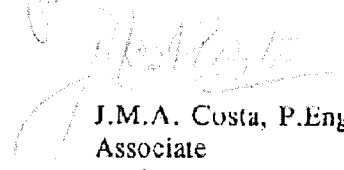
According to the project terms of reference, the overall excavation at this site was extended laterally and vertically until the field objectives had been met or further excavation was impractical. The reported information is considered to provide a reasonable representation of the general environmental conditions at the site. The data, however, were collected at specific locations, and sub-surface conditions may vary at other locations. The monitoring activities were also limited to a study of the contaminants specifically addressed in this report.

Yours truly,

**GOLDER ASSOCIATES LTD.**



A. C. Missiuna, P.Eng.



J.M.A. Costa, P.Eng.  
Associate  
Environmental Division

CB/ACM/JMAC/lsm/db

Att.: Tables 1 and 2  
Figures 1, 2 and 3  
Appendix A

931-1614 (1/1)

TABLE 1

SUMMARY OF SOIL VERIFICATION SAMPLE  
HEADSPACE VAPOUR CONCENTRATIONS  
PETRO CANADA OUTLET #51902  
SEAFORTH, ONTARIO  
SEPTEMBER 1993

Verification Sample No.	Sample Location	Sample Depth (m)	Vapour Concentration (%LEL)
SA-11	West wall, beneath abandoned 4500L tank	2.2	51 %
SA-12	South wall, middle of service bays	2.8	50 %
SA-24	Excavation base, Southwest corner of former pump island	2.7	4 %
SA-26	West wall, central to North end of wall	1.9	14 %
SA-28	North wall, West side to central area	1.8	> 100 %
SA-30	Excavation base, Northwest corner of former island apron	3.7	1.5 %
SA-33	North wall, central area to East side	0.9	> 100 %
SA-37	North wall, East side	2.1	> 100 %
SA-40	East wall, central to North end	0.9	87 %

\*\* Headspace vapour concentrations measured with a Gastech Inc. Gastector calibrated to hexane gas, methane screened out.

21-OCT-93  
CJB

931-1614  
TBL1.WK3



TABLE 2

**SOIL CHEMISTRY SUMMARY**  
**PETRO-CANADA RETAIL OUTLET #51902**  
**23 GODERICH STREET EAST, SEAFORTH, ONTARIO**  
**SEPTEMBER 21 TO 23, 1993.**

Parameter	Units	Method Detection Limit	MOEE Interim Soil Remediation Criteria Level III	SA-11	SA-12	SA-24	SA-26	SA-28
TPH	mg/Kg		5000	5650	202	< 20	87	3790
Benzene	mg/Kg	0.05	2.0	14.5	ND	ND	ND	4.8
Toluene	mg/Kg	0.1	100	324	ND	ND	ND	169
Ethylbenzene	mg/Kg	0.1	100	78.9	0.5	0.4	ND	70.2
Xylenes	mg/Kg	0.1	50	1212	2.0	0.6	0.1	429

Parameter	Units	Method Detection Limit	MOEE Interim Soil Remediation Criteria Level III	SA-30	SA-33	SA-37	SA-40
TPH	mg/Kg		5000	<20	15100	703	2520
Benzene	mg/Kg	0.05	2.0	ND	7.3	ND	1.2
Toluene	mg/Kg	0.1	100	ND	134	6.9	4.0
Ethylbenzene	mg/Kg	0.1	100	ND	108	5.2	20.0
Xylenes	mg/Kg	0.1	50	ND	544	26.5	98.7

## NOTES:



Indicates exceedance of MOEE Interim Soil Remediation Level III Criteria.

ND

Not Detected. Concentration below laboratory method detection limit.

Assumed hydraulic conductivity for native subsurface soil is less than or equal to  $10E-6$  cm/s.

21-OCT-93

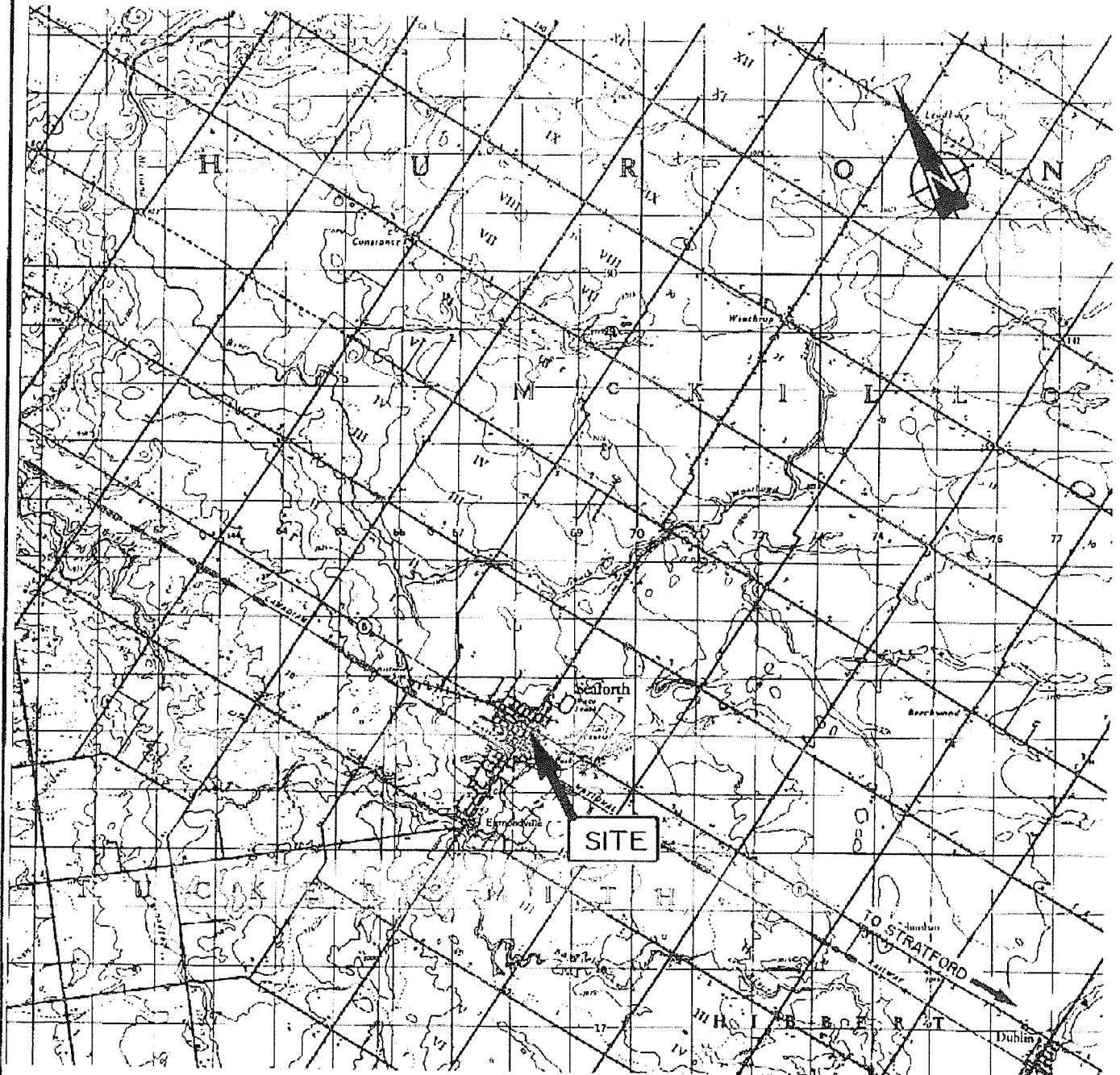
CJB

931-1614

SCHEM.WKS

# SITE LOCATION PLAN

FIGURE 1



SCALE 1:100,000



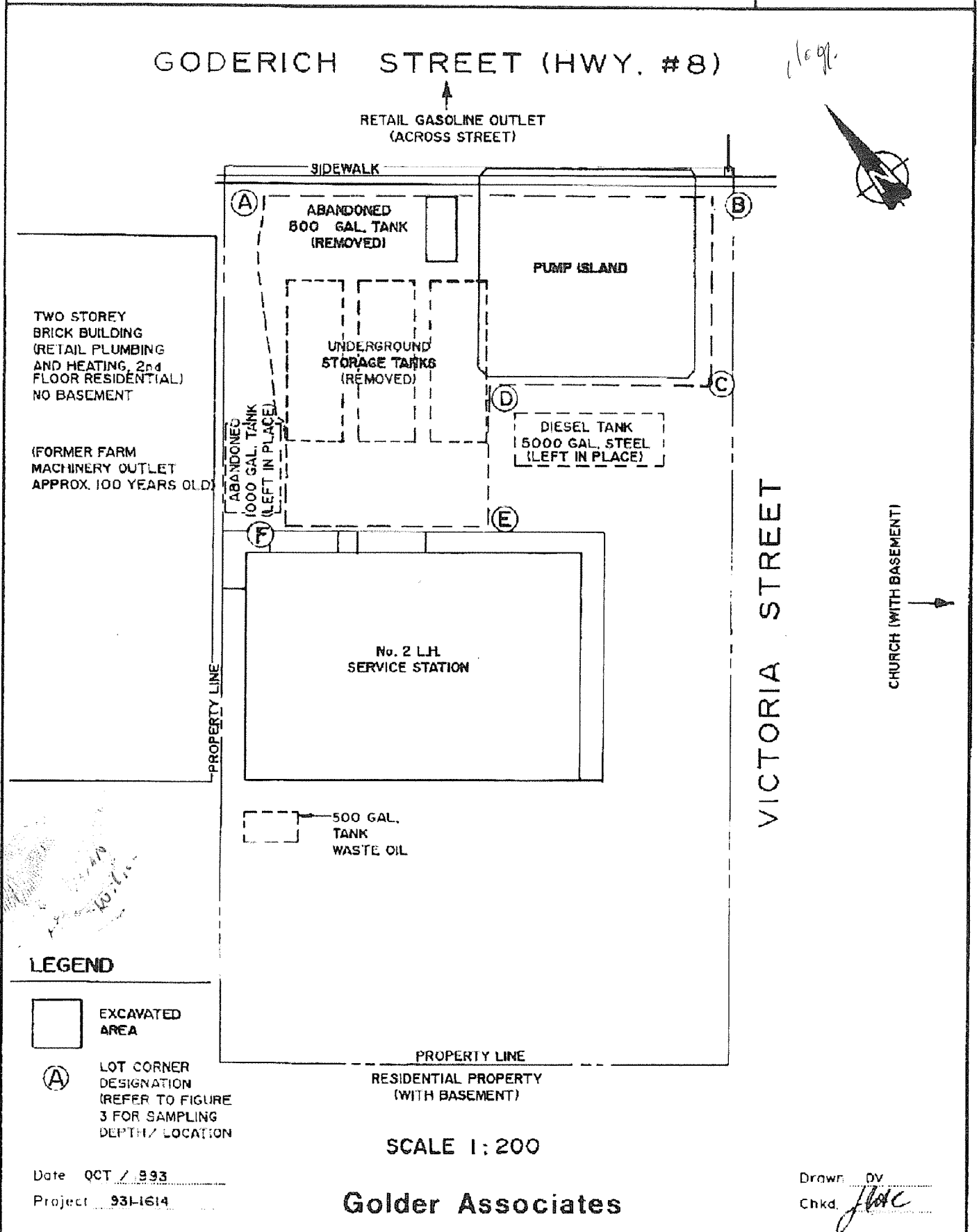
Date OCT / 1993  
Project 93I-1614

Golder Associates

Drawn DV  
Chkd. *gmac*

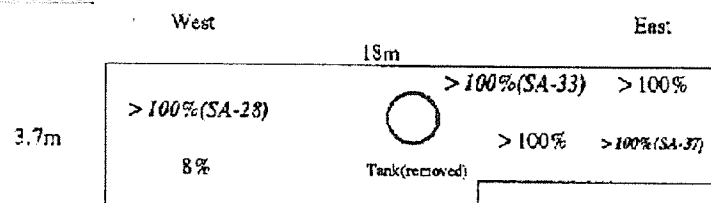
# SITE LAYOUT PLAN AND APPROXIMATE LIMITS OF EXCAVATION

FIGURE 2

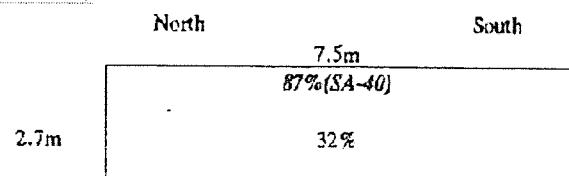


**FIGURE 3**  
**SUMMARY OF COMBUSTIBLE GAS HEADSPACE CONCENTRATIONS**  
**FROM SOIL SAMPLES TAKEN FROM WALLS OF EXCAVATION**  
**PETRO CANADA OUTLET #51902, SEAFORTH, ONTARIO.**

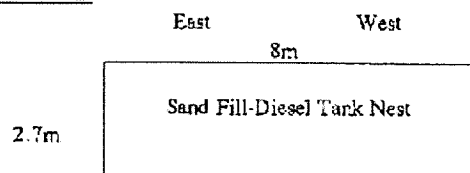
Wall A-B



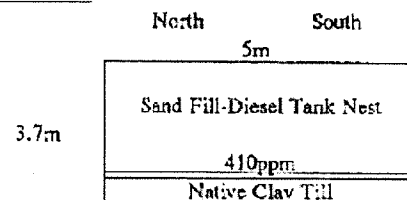
Wall B-C



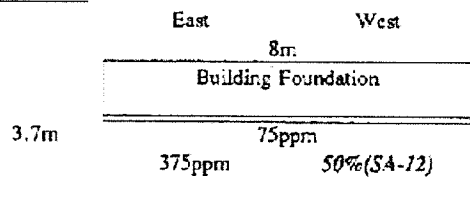
Wall C-D



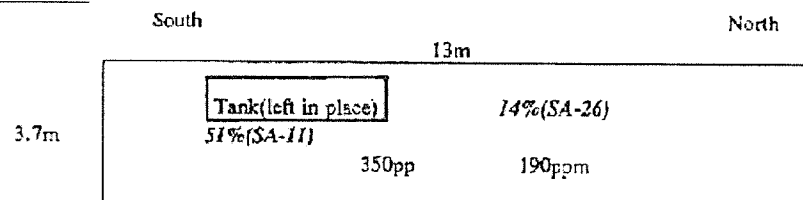
Wall D-E



Wall E-F



Wall F-A



Notes:

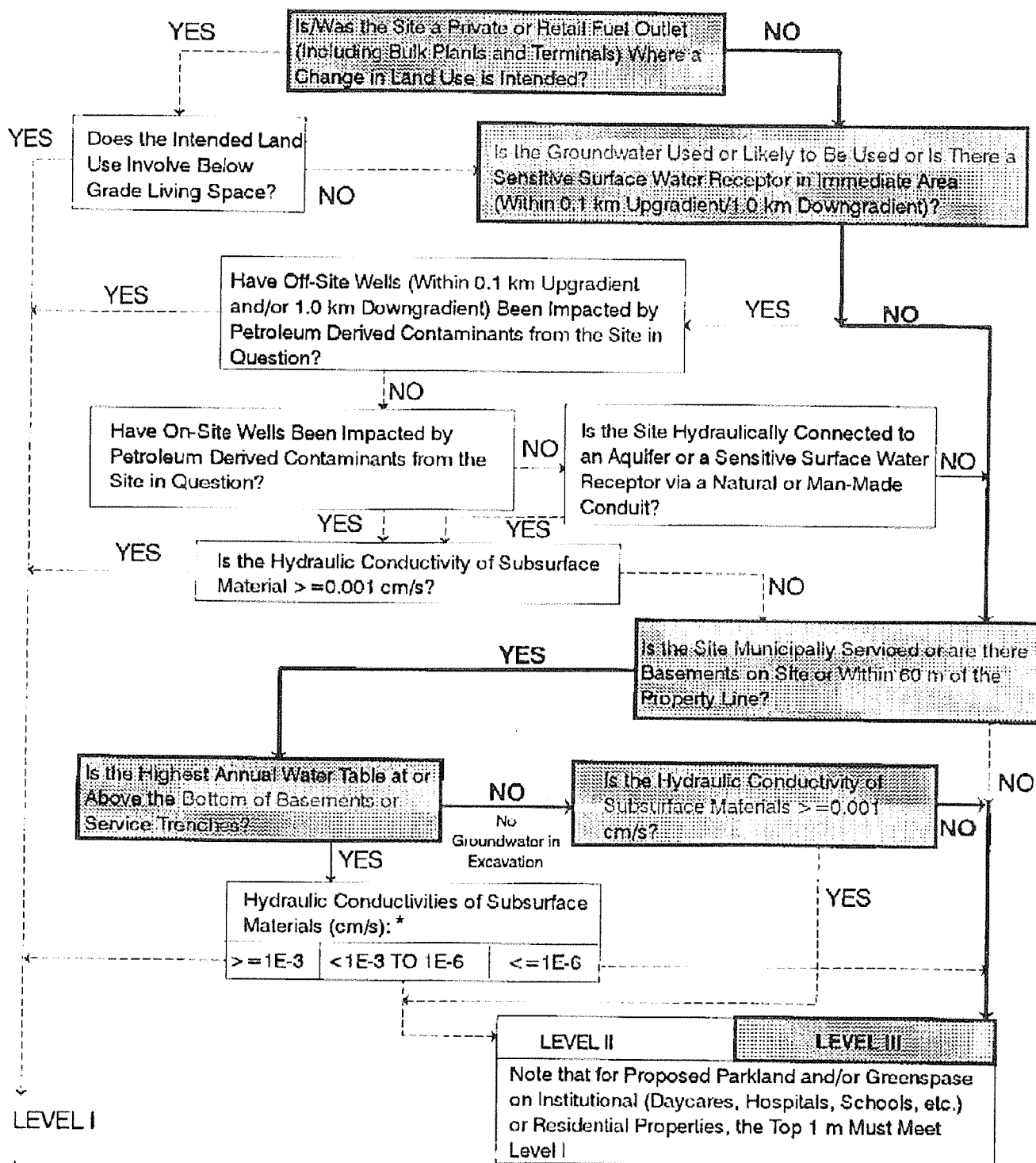
- Headspace readings taken with a Gastech Inc. Gastechlor
- Denotes location of wall verification samples and sample identification number.

**APPENDIX A**  
**MOEE GENERIC SITE SENSITIVITY**  
**ANALYSIS DECISION TREE**

**November, 1993**

**931-1614**

## GENERIC SITE SENSITIVITY ANALYSIS



\* NORMALLY, WHEN GREATER THAN 2/3 OF THE SUBSURFACE MATERIALS (FROM SURFACE TO WATER TABLE) ARE OF A PARTICULAR TYPE, THE SITE WILL BE CONSIDERED TO BE COMPOSED OF THAT TYPE OF MATERIAL. HOWEVER, CONSIDERATION SHOULD ALSO BE GIVEN TO CHOOSING THE MOST CONDUCTIVE SUBSURFACE MATERIAL AS THE REPRESENTATIVE CONDUCTIVITY WHEN, EVEN THOUGH IT MAKES UP LESS THAN 2/3 OF THE SUBSURFACE MATERIAL, IT MAY REPRESENT A SIGNIFICANT CONDUIT FOR THE MOVEMENT OF PHASE-SEPARATED LIQUID PRODUCT. IN DETERMINING CONDUCTIVITY, THE PREFERRED APPROACH WOULD BE IN-SITU TESTS OR GRAIN SIZE ANALYSES BUT ALSO ACCEPTABLE IS VISUAL CONFIRMATION USING TABLES

Reference: Taken from "Interim Guidelines for the Assessment and Management of Petroleum Contaminated Sites in Ontario", Hazardous Contaminants Branch, MOEE, August 1993

Municipality of Huron East  
RFP L-20-230

Appendix "C-6" – 1994/1995 Correspondence related to removal of 11,350 litre tank on west property boundary

Petro-Canada Pro 15	Produits Petro-Canada
5140 Yonge Street, Suite 200	5140, rue Yonge, Bureau 200
North York, Ontario M2N 6L6	North York (Ontario) M2N 6L6
Telephone (416) 730-2000	Téléphone (416) 730-2000
Facsimile (416) 730-2151	Télécopieur (416) 730-2151

*Row Wraycraft*



April 19, 1993

Letter incorrectly dated April 19, 1993.  
The correct date is April 19, 1994.

Ministry of Consumer and Commercial Relations  
Fuels Safety Branch  
3300 Bloor Street West  
4th Floor, West Tower  
Etobicoke, Ontario  
M8X 2X4



Attention: Mr. T. Scott,  
Chief Inspector

Dear Sir;

Re: Petro Canada Retail Outlet No. 51902  
23 Goderich Street (at Victoria Street)  
Seaforth, Ontario

In accordance with Inspector's Order No. C-0033009 issued by Mr. Barry Smith (Senior Inspector) we have removed our equipment and completed a remedial excavation at the above referenced site. This work was carried out between 93/09/21 and 93/09/23 by a licensed contractor (Rathwell and Rathwell). The excavation was monitored on a full time basis by Golder Associates Ltd. (GAL) and a copy of their remediation report is attached. This site is owned by an independent operator and has since gone back into the petroleum retail business with another supplier.

As indicated the GAL report, the MOEE Level III remediation criteria is considered to be appropriate for this particular site. The resulting remedial excavation was extended as far as practicable to the property lines and adjacent structures. The soil remaining at the site meets the Level III criteria except in the vicinity of an abandoned steel tank encountered along the west property line (refer to Figure 2). This tank was left in place as its removal would have affected the structural integrity of the century old historical building which borders this property line. We therefore request a deviation from the Inspector's Order to temporarily leave this tank in place. This tank will be removed when the adjacent building is demolished or

A division of Petro-Canada

Une division de Petro-Canada

renovated. This deviation was discussed with and supported by Mr. Barry Smith during the remedial activities. A steel diesel tank which is owned by the site operator was also left in place.

Due to the occurrence of petroleum impacted soil exceeding the MOEE Level III criteria in the north and east walls of the excavation completed at the property lines, an offsite assessment in the adjacent roadways has been completed. The appropriate authorities have been notified of this work.

Should you have any questions or concerns, please do not hesitate to call me at (416) 730-2197.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ken Tedder', is written over the typed name.

Kenneth H. Tedder P.Eng  
Environmental Advisor  
RAO Group

fsblet



## **Ross & Ross**

---

*Barristers & Solicitors*

*Paul Ross, B.A., LL.B.  
Heather J. Ross, LL.B.*

**58 Elgin Avenue East  
P.O. Box 374  
Goderich, Ontario  
N7A 4C6**

**(519) 524-2161  
Fax (519) 524-5622**

July 12, 1994

Ministry of Consumer and Commercial Relations  
Fuels Safety Branch  
3300 Bloor street West  
4th Floor, West Tower  
Etobicoke, Ontario  
M8X 2X4

Attention: Mr. T. Scott  
Chief Inspector

Dear Sir:

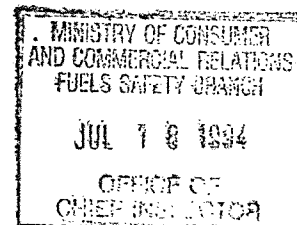
**RE: James Floyd and Petro Canada Retail Outlet No. 51902  
23 Goderich Street (at Victoria Street) Seaforth, Ontario**

We act for James Floyd and understand that he has in been in contact with you concerning an abandoned steel 1000 gallon tank which sits on his property.

Apparently, Petro Canada has indicated to Mr. Floyd, you will be issuing a deviation from Inspector's Order No. C-0033009 to leave the abandoned tank along the westerly property line in place.

We understand from Mr. Floyd that this, in fact, is not the case and that you will require the tank to be removed.

We would be obliged if you could confirm Mr. Floyd's understanding so that we in turn might pass this information along to Petro Canada.

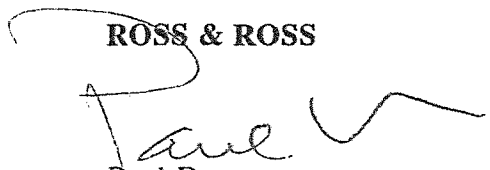


-2-

We would ask that you perhaps fax the information back to us in the interest of moving this matter ahead quickly. We thank you for your kind cooperation in this matter.

Yours very truly,

**ROSS & ROSS**



Paul Ross

PR:mds  
c.c. J. Floyd

Petro-Canada Products

Produits Petro-Canada

5140 Yonge Street, Suite 200  
North York, Ontario M2N 6L6  
Telephone (416) 730-2000  
Facsimile (416) 730-2151

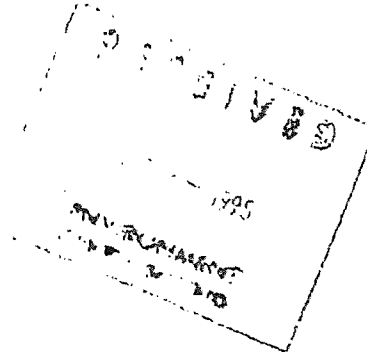
5140, rue Yonge, bureau 200  
North York (Ontario) M2N 6L6  
Téléphone (416) 730-2000  
Télécopieur (416) 730-2151

March 3, 1995



Ontario Ministry of the Environment and Energy  
985 Adelaide Street South  
London, Ontario  
N6E 1V3

Attention: Sol Essop  
Senior Hydrogeologist



Dear Sir;

Re: **Former Petro Canada Retail Outlet No. 51902**  
23 Goderich Street East (at Victoria Street)  
Seaforth, Ontario

Attached is the final supplementary remediation report prepared by Jacques Whitford Environment Limited concerning the removal of the remaining tank at the above referenced site. As indicated, concentrations of BTEX and TPH in the soil samples collected from the base and walls of the completed excavation did not exceed the MOEE Interim Guidelines Level III remediation objective, except for a marginal exceedance of benzene in Sample 4. However, the excavation can be considered to be in compliance with the objective as it meets the criteria in Section 8.2.5 of the Interim Guidelines.

Should you have any questions or concerns, please do not hesitate to contact me at (416) 730-2197.

Sincerely,

Kenneth H. Tedder, P.Eng.  
Environmental Advisor  
EH&S Team

cc. Ron Farrell, Ontario Ministry of the Environment and Energy  
Barry Smith, Fuels Safety Branch  
Jim Floyd, C. J.'s Auto Service



**Jacques Whitford  
Environment Limited**

Consulting Engineers  
Environmental Scientists

85 Citizen Court  
Unit 18  
Markham, Ontario  
Canada L6G 1A7

Tel: 416 495 8614  
Fax: 905 479 9326

Environmental Impact Assessment  
Environmental Engineering  
Environmental Protection Planning  
Hydrogeology  
Air Quality  
Public Consultation  
Archaeology & Heritage Planning

Geotechnical Engineering  
Materials Engineering & Research  
Mining Engineering

Danmouth, NS  
Sydney, NS  
Port Hawkesbury, NS  
Saint John, NB  
Fredericton, NB  
Moncton, NB  
Bathurst, NB  
Charlottetown, PE  
St. John's, NF  
Corner Brook, NF  
Hull, PQ  
Ottawa, ON  
Toronto, ON  
Calgary, AB  
Portland, ME  
Mexico, DF  
Moscow

Project No. 30451

February 15, 1995

Petro-Canada  
5140 Yonge Street, Suite 200  
North York, Ontario  
M2N 6L6

FIELD SUPPORT  
FEB 15 1995

Attention: Mr. Ken Tedder, P.Eng.

Re: **Site Remediation**  
**Former Petro-Canada Retail Outlet No. 51902**  
**23 Goderich Street East**  
**Seaforth, Ontario**

Dear Sir:

This report documents the results of our observations and monitoring activities during the removal of the underground storage tank and subsequent remedial excavation undertaken at the above captioned site. A previous remedial excavation was conducted at the site by Golder Associates Ltd. (Golder) in September, 1993; the results of which are documented in their report dated 93/11/17.

The results of a site sensitivity assessment conducted by Golder in 1993 indicated the site would be ranked as a low sensitivity site (i.e. Ontario Ministry of Environment and Energy (MOEE) Level III).

## EXCAVATION MONITORING

### Excavation Objective

The objectives for excavation, as established by Petro-Canada Products (Petro-Canada), were to remove the left in place underground storage tank, associated distribution and vent lines, and where practicable, petroleum hydrocarbon contaminated subsoils (associated with the tank) exceeding the MOEE Level III remediation criteria. In order to practically identify petroleum contaminated soils, a field screening criterion of 10 %LEL petroleum derived soil vapour concentration plus visual and olfactory evidence of TPH impact was adopted.



Mr. K. Tedder, P.Eng.  
Page 2  
February 15, 1995

### **Excavation Management**

Excavation monitoring and sampling was conducted in accordance with the Petro-Canada Draft Field Protocol for Environmental Site Assessment Version 2.0, dated October, 1992. JWEL personnel were on-site on 94/12/13 to monitor the removal of the abandoned underground storage tank and subsequent earthwork which was carried out by Rathwell and Rathwell Ltd. (R&R) of Brucefield, Ontario, under contract to Petro-Canada. The final limits of the remedial excavation are shown on Drawing No. 1. The depth of the completed excavation was approximately 3.0 m below grade.

Upon arrival on-site, monitoring was undertaken on a full-time basis throughout the excavation activities. Soil samples were recovered at selected locations during the excavation and along the completed walls and base of the final excavation, visually classified and analyzed in the field for petroleum derived vapour concentrations utilizing a Gastechtor Model 1238ME calibrated to hexane. Excavated soils which required disposal (i.e. exceeded the field screening criteria) were segregated and hauled by R&R to the Mid-Huron Landfill, in Clinton, Ontario.

### **Underground Storage Tank**

The underground storage tank unearthed during the excavation was previously left in place (age unknown) and filled with sand, apparently due to its close proximity to the adjacent century old building to the west (see Drawing No. 1). In order to remove the tank, shoring and bracing was constructed on the wall of the adjacent building. Shoring activities were conducted and supervised by R&R.

The excavated tank was constructed of steel and estimated to have a capacity of 11 350 L. No visible perforations were observed on the unearthed tank or lines. The tank and associated steel lines were hauled offsite as scrap by R&R.

### **Earthwork Volumes**

The total estimated in-place volume of excavated soil at the site was approximately 80 m<sup>3</sup> (160 tonnes based on a soil density of 2 tonnes/m<sup>3</sup>). A total of three truckloads of contaminated material with a mass of approximately 48 tonnes were removed from the site by R&R.

The remaining segregated material, which did not require offsite disposal was left on-site and used to backfill the excavation.



Mr. K. Tedder, P.Eng.

Page 3

February 15, 1995

### Subsurface Conditions

Subsoils encountered during the excavation were principally comprised of sand fill, overlying a clay till. The petroleum derived soil vapour concentrations measured in samples recovered from the walls and base of the completed remedial excavation are shown on Drawing No. 2. As indicated, soil vapour concentrations were less than 10 %LEL on the base, north and east walls of the completed excavation. However, soil vapour concentrations exceeding 10 %LEL were observed on the south and west walls of the completed excavation. These areas were not excavated further due to the physical constraints of the on-site and adjacent buildings; a polyethylene sheet was placed from the ground surface to the base of the excavation along these walls to minimize the possible migration of petroleum vapours back into the newly placed backfill.

No liquid phase petroleum product was observed during the remedial excavation.

Petroleum derived vapour concentrations measured on 94/12/13 were less than 5 ppm in the catch basins proximate to the site.

### Hydrogeology

Groundwater seepage was encountered at approximately 1.5 m below grade during the excavation. In total, approximately 4300 L of groundwater were pumped out of the excavation by R&R for eventual disposal by Laidlaw Environmental Services.

### Laboratory Analytical Program

#### *Sample Recovery*

A total of five soil samples, which exhibited the greatest apparent hydrocarbon contamination and/or vapour concentration from the completed excavation walls and base, were submitted to Environment Protection Laboratories Inc. (EPL) for analysis of concentrations of benzene, toluene, ethylbenzene, and xylenes (BTEX), and total petroleum hydrocarbons (TPH) comprised of purgeable and both hot and cold extractable hydrocarbons.



Mr. K. Tedder, P.Eng.

Page 4

February 15, 1995

### *Analytical Results*

The results of laboratory analyses on the five submitted soil samples recovered from the completed excavation, as well as the appropriate MOEE remediation criteria are summarized in Table 1; the sampling locations are shown on Drawing No. 2. As indicated, concentrations of BTEX compounds and TPH in all of the submitted soil samples were below the MOEE Level III criteria, with the exception of the marginal exceedence of benzene in Sample 4 (south wall of excavation).

However, as per Section 8.2.5 of the MOEE Interim Guidelines, compliance with verification sampling and Level III remediation has been achieved for the excavation based on the following:

- a) the arithmetic mean of the concentration of the contaminant in all verification samples is less than or equal to the applicable clean-up criterion for that contaminant, and;
- b) no single verification sample exceeds any applicable criterion by more than a factor of three, and;
- c) no more than one verification sample exceeds the applicable criterion.

### *Backfilling*

The backfill material consisted of segregated soils from the completed excavation which did not require disposal and imported sand fill. JWEL personnel were not on-site during the final backfilling and grading of the site.

### *SUMMARY*

1. One left in place underground steel underground storage tank and associated distribution and vent lines were unearthed and removed from the site. No visible perforations were observed on the unearthed tank or lines.
2. Subsurface petroleum hydrocarbon contamination characterized by soil BTEX and TPH concentrations exceeding the MOEE Level III criteria was excavated during the remedial excavation. In total, three truckloads of contaminated material with a total mass of approximately 48 tonnes were hauled from the site to the Mid-Huron Landfill in Clinton, Ontario.



Mr. K. Tedder, P.Eng.

Page 5

February 15, 1995

3. Liquid phase petroleum hydrocarbons were not observed in the subsoils during the removal of the underground tank and excavation of the contaminated soils.
4. Laboratory analyses indicated that all of the soil samples collected from the walls and bases of the completed excavations exhibited concentrations of BTEX and TPH below the MOEE Level III criteria, with the exception of Sample 4. However, overall the excavation area does meet the Level III remediation criteria (as per the MOEE guidelines).

### CLOSURE

The results in this report are based on surface and subsurface conditions identified during the field program. Should any conditions at the site be encountered which differ from those at the excavation locations, we request that we be notified immediately in order to assess the additional data and its effects on the above information.

Further, analysis has been carried out for a limited number of chemical parameters, and it should not be inferred that other chemical species are not present.

We trust the information presented herein meets your present requirements. Should you have any questions or require additional information, please do not hesitate to contact us.

Yours very truly,

JACQUES WHITFORD ENVIRONMENT LIMITED



Riyaz Punjani, P.Eng.



For Saleem Dedhar, M.A.Sc., P.Eng.

Distribution: (3) - Addressee

j:\projects\30451\freq3arp.f15





Project No. 30451

TABLE 1  
SOIL ANALYTICAL RESULTS AND COMPARATIVE REMEDIATION CRITERIA  
(mg/kg or ppm)

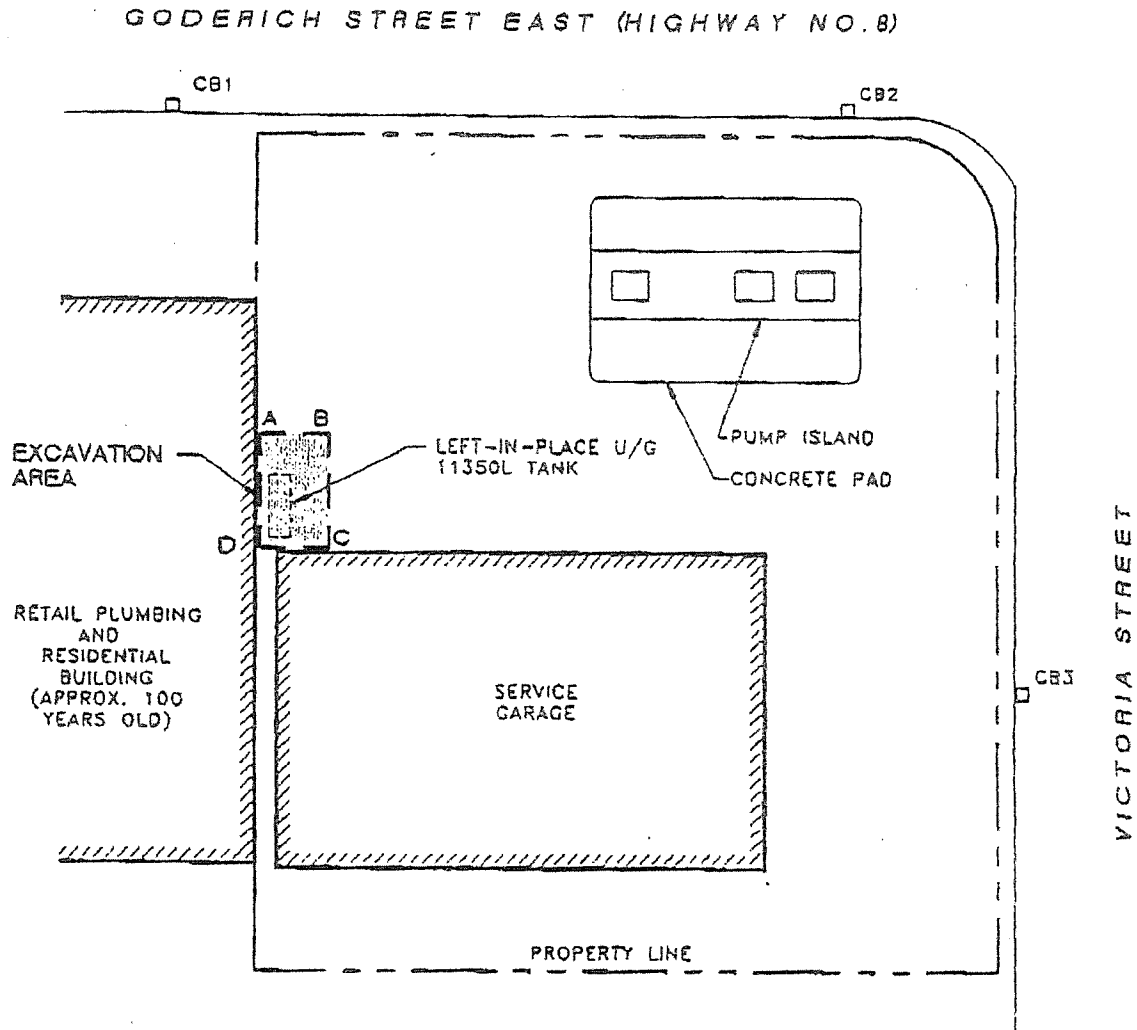
PARAMETER	Sample 1	Sample 2	Sample 3	Sample 4	Sample 5	ONTARIO GUIDELINES (Level III)
Benzene	< 0.05	1.46	< 0.05	25.0	1.37	2.0
Toluene	< 0.05	1.10	< 0.05	16.2	2.42	100
Ethylbenzene	< 0.05	1.88	< 0.05	5.90	4.84	100
Xylenes	0.14	8.58	0.27	45.7	19.17	50
TPH <sup>a</sup> (gasoline/diesel)	< 40	422	< 40	851	1887	5000
TPH <sup>a</sup> (heavy oils)	13	171	18	18	1080	5000
Field Petroleum Derived Soil Headspace Vapour Concentration	350 ppm	275 ppm	30 ppm	60 %LEL	40 %LEL	-

Notes:

- a - Ontario Ministry of Environment and Energy (MOEE) Interim Guidelines for the Assessment and Management of Petroleum Contaminated Sites in Ontario, (August, 1993). Level III (low) criteria.
- b - Total petroleum hydrocarbons comprised of both purgeable and cold extractable hydrocarbons (C<sub>1</sub> to C<sub>10</sub>).
- c - Total petroleum hydrocarbons comprised of hot extractables (C<sub>11</sub> and above).
- d - Exceeds MOEE Level III criterion.



10421-14



**LEGEND**



APPROXIMATE AREAL EXTENT OF EXCAVATION



CATCH BASIN

0 10 20 30m

SCALE 1:400

**SITE PLAN SHOWING AREAL EXTENT OF EXCAVATION**

**23 GODERICH STREET EAST, SEAFORTH, ONTARIO**

Job No.:  
30451

Dwg. No.:  
1

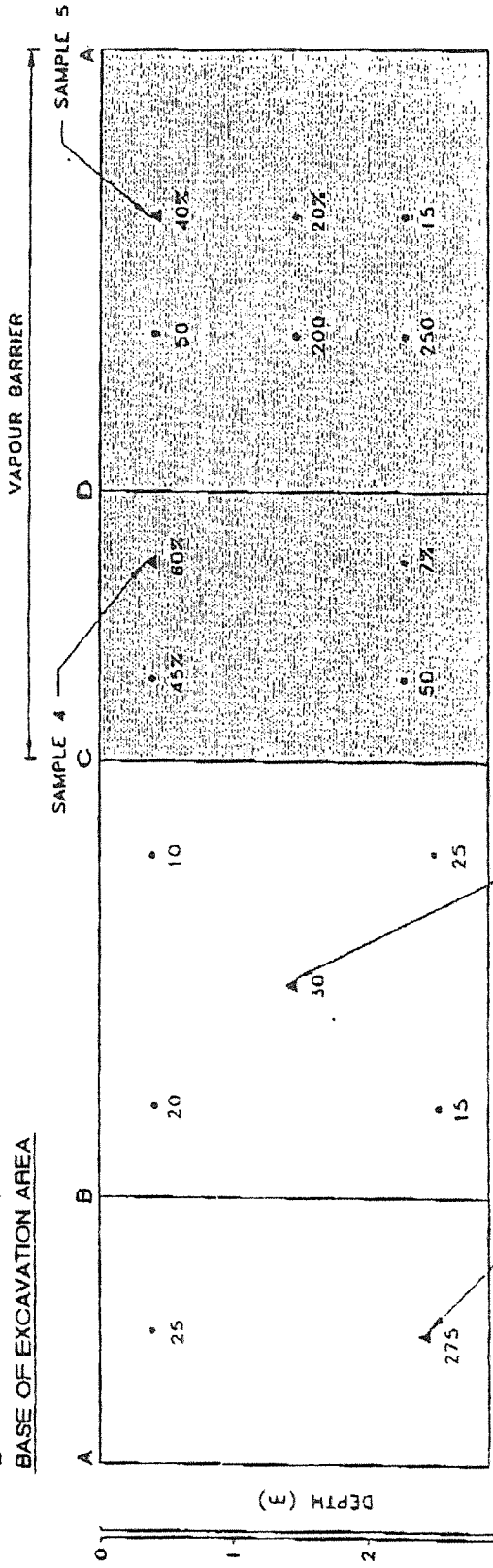
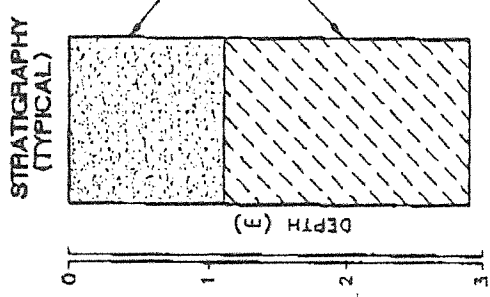
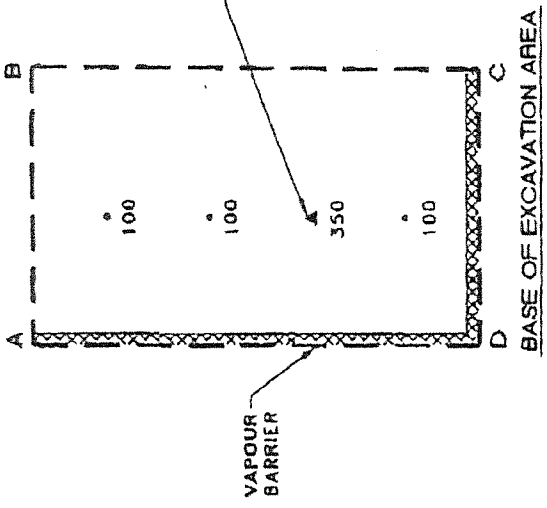
Date:  
05/01/00

Dwn. by:  
[Signature]

Appd.:  
[Signature]



Jacques Whitford



**WALLS OF EXCAVATION AREA**

**LEGEND**

- SOIL SAMPLE LOCATION
- ▲ SOIL SAMPLE SUBMITTED FOR LABORATORY ANALYSIS

HORIZONTAL SCALE 1:100  
VERTICAL SCALE 1:50

PETROLEUM DERIVED SOIL VAPOUR CONCENTRATIONS ON  
THE BASE AND WALLS OF THE EXCAVATION AREA  
(ppm unless noted %LEL)

Job No.: 30451	Dwg. No.: 2
Date: 95/01/30	Dwn. by: JMC
	Appd.: RP



Jacques  
Whitford

94/12/13

**Municipality of Huron East**  
**RFP L-20-230**  
**APPENDIX D – Title Search Completed on April 28, 2021**



**Ontario ServiceOntario**

LAND  
 REGISTRY  
 OFFICE #22

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

41296-0027 (LT)

PAGE 1 OF 2  
 PREPARED FOR LMcKay17  
 ON 2021/04/28 AT 10:13:42

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT LT 5 PL 391 SEAFORTH AS IN R327630; MUNICIPALITY OF HURON EAST

**PROPERTY REMARKS:**

ESTATE/QUALIFIER:  
 FEE SIMPLE  
 LT CONVERSION QUALIFIED

RECENTLY:  
 FIRST CONVERSION FROM BOOK

PIN CREATION DATE:  
 1999/12/20

OWNERS' NAMES  
 STUMPF, CLINTON WILLIAM

CAPACITY SHARE  
 BERO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/12/20 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/12/20**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/12/17 **</b></p> <p><b>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</b></p> <p><b>** SUBSECTION 49(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</b></p> <p><b>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</b></p> <p><b>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</b></p> <p><b>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</b></p> <p><b>** CONVENTION.</b></p> <p><b>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</b></p> <p><b>**DATE OF CONVERSION TO LAND TITLES: 1999/12/20 **</b></p>						
R38469	1959/09/04	SUBLEASE		*** COMPLETELY DELETED ***	THE BRITISH AMERICAN OIL COMPANY LIMITED	
R327630	1998/07/31	TRANSFER		*** COMPLETELY DELETED ***	BUMSTEAD FUELS LTD.	
R327631	1998/07/31	CHARGE		*** COMPLETELY DELETED ***	WILSON, WILLIAM BRIAN	
R333864	1999/05/10	CHARGE		*** COMPLETELY DELETED ***	SUNCCO INC.	
LT5755	2001/01/03	CHARGE		*** COMPLETELY DELETED ***	BUMSTEAD FUELS LTD.	
LT5791	2001/01/05	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***	CASTRILLI, AUGUSTO NICK	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: R327631 LT5827	2001/01/09	DISCH OF CHARGE		WILSON, WILLIAM BRIAN  *** COMPLETELY DELETED *** SUNOCO INC.	WAYPAM INC.	
REMARKS: R333864 LT17171	2002/06/20	DISCH OF CHARGE		*** COMPLETELY DELETED *** WAYPAM INC.		
REMARKS: RE: R327631 HC2977	2003/06/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** CASTRILLI, AUGUSTO NICK		
REMARKS: RE: LT5755 HC3504	2003/07/15	TRANSFER	\$70,000	BUMSTEAD FUELS LTD.	STUMPF, CLINTON WILLIAM	C
REMARKS: PLANNNNG ACT STATEMENTS HC3505	2003/07/15	CHARGE	\$62,000	STUMPF, CLINTON WILLIAM	BUMSTEAD FUELS LTD.	C
HC30651	2006/07/07	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE COUNTY OF HURON		
HC42992	2007/10/05	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE COUNTY OF HURON	
REMARKS: RE: HC30651 HC60331	2009/08/14	CERT TAX ARREARS		*** COMPLETELY DELETED *** CORPORATION OF THE COUNTY OF HURON	CORPORATION OF THE COUNTY OF HURON	
HC93862	2013/07/22	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE COUNTY OF HURON		
HC136651	2018/12/19	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE MUNICIPALITY OF HURON EAST		
REMARKS: HC93862 HC136655	2018/12/19	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE MUNICIPALITY OF HURON EAST		
REMARKS: HC60331 HC136656	2018/12/19	CERTIFICATE	\$95,125	THE CORPORATION OF THE MUNICIPALITY OF HURON EAST		C
REMARKS: TAX ARREARS						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

**Municipality of Huron East  
RFP L-20-230**

**Appendix E – Acceptance of Terms of Use for Property Information and  
Irrevocable.**

The undersigned hereby acknowledges by signing below that they are agreeing to the terms of the Agreement of Purchase and Sale hereto attached and are purchasing the property on an as is / where is basis without representation or warranty as the environmental condition of the property. The undersigned agrees that as a condition of closing, if they are chosen as the successful buyer, they will execute an agreement of purchase and sale in the form hereto attached.

1. Buyer's Name: \_\_\_\_\_
2. Purchase Price: \_\_\_\_\_
3. Address of Buyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Telephone Number of Buyer: \_\_\_\_\_
5. Email Address of Buyer: \_\_\_\_\_
6. Name of Lawyer for Buyer: \_\_\_\_\_

In Witness whereof, as of this \_\_\_\_ day of \_\_\_\_, 2021, I have hereunto executed this Agreement:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer  
  
Corporate Title:  
  
(if applicable)  
  
I have the authority to bind the Corporation.

## APPENDIX E

## AGREEMENT OF PURCHASE AND SALE

BUYER, \_\_\_\_\_, agrees to purchase from

SELLER, THE CORPORATION OF THE MUNICIPALITY OF HURON EAST, the following

## REAL PROPERTY:

Address 23 GODERICH STREET EAST, SEAFORTH ONTARIO fronting on the SOUTH side of GODERICH STREET EAST

in the TOWN OF SEAFORTH, MUNICIPALITY OF HURON EAST

and having a frontage of 66 FEET more or less by a depth of 118 FEET more or less and legally described as

PART LOT 5 PLAN 391, SEAFORTH AS IN R327630 (the  
property@)

PURCHASE PRICE: \_\_\_\_\_ Dollars (CDN\$) \_\_\_\_\_

DEPOSIT:  
Buyer submits ( HEREWITH ) TEN PERCENT OF THE PURCHASE PRICE Dollars (CDN\$) \_\_\_\_\_  
(Herewith/Upon acceptance)

by negotiable cheque payable to THE CORPORATION OF THE MUNICIPALITY OF HURON EAST to be held in trust without interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

**BUYER AGREES TO PAY THE BALANCE DUE ON CLOSING, BY CERTIFIED CHEQUE OR BANK DRAFT, SUBJECT TO USUAL ADJUSTMENTS.**

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

1. CHATELS INCLUDED: NONE – VACANT LAND

2. FIXTURES EXCLUDED: NONE – VACANT LAND

3. RENTAL ITEMS: The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:  
NONE

4. IRREVOCABILITY: This Offer shall be irrevocable by BUYER until 5:00 p.m. on the 3<sup>RD</sup> day of SEPTEMBER, 20 21,  
(Seller/Buyer)  
after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

5. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 4<sup>TH</sup> day of NOVEMBER, 20 21.  
Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

6. NOTICES: ~~Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Only if the Co-operating Broker represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement.~~ Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address.

FAX No. (519) 527-2324 OR Email Address jmckercher@devereauxmurray.ca (For delivery of notices to Seller)


FAX No. \_\_\_\_\_ OR Email Address \_\_\_\_\_ (For delivery of notices to Buyer)


7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be **IN ADDITION TO** the Purchase Price. If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the sale of the property is not subject to H.S.T. Any H.S.T. on chattels, if applicable, is not included in the purchase price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 4<sup>TH</sup> day of OCTOBER, 20 21, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, ~~that its present use ( ) may be lawfully continued and that the principal building may be insured against risk of fire.~~ Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, ~~Listing Broker and Co-operating Broker~~ shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller=s title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the ~~Requisite Deliveries~~) and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller=s control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion. Buyer agrees to accept Seller=s lawyer=s personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller=s or other mortgagee=s interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer=s liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyer on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller=s spouse has executed the consent hereinafter provided.
22. ~~**UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller=s knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
23. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
24. ~~**AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.~~
25. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.



DATED at \_\_\_\_\_, **ONTARIO** this \_\_\_\_\_ day of \_\_\_\_\_, **20 21** .  
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:


\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Buyer)  DATE \_\_\_\_\_, **2021**

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Buyer)  DATE \_\_\_\_\_, **2021**


I, the Undersigned Seller, agree to the above Offer. ~~I hereby irrevocably instruct my lawyer to pay directly to the Listing Broker the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Broker to my lawyer.~~

DATED at \_\_\_\_\_, **ONTARIO** this \_\_\_\_\_ day of \_\_\_\_\_, **20 21** .  
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

**THE CORPORATION OF THE MUNICIPALITY OF HURON EAST**  
**Per:**

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Seller) **Name:** \_\_\_\_\_  DATE \_\_\_\_\_, **2021**  
**Position:** \_\_\_\_\_  
**I have the authority to bind the Corporation**

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Spouse)  DATE \_\_\_\_\_

**CONFIRMATION OF EXECUTION:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties at \_\_\_\_\_ a.m. / p.m. this \_\_\_\_\_ day of \_\_\_\_\_, 20 **21** \_\_\_\_\_  
(Signature of Seller or Buyer)

**ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
(Seller) \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
(Seller) \_\_\_\_\_ DATE \_\_\_\_\_

Address for Service \_\_\_\_\_

\_\_\_\_\_  
Tel. No. ( ) \_\_\_\_\_

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

\_\_\_\_\_  
(Buyer) \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
(Buyer) \_\_\_\_\_ DATE \_\_\_\_\_

Address for Service \_\_\_\_\_

\_\_\_\_\_  
Tel. No. ( ) \_\_\_\_\_

Seller's Lawyer	JOHN C. MCKERCHER			Buyer's Lawyer			
Firm Name	Devereaux Murray Professional Corporation			Firm Name			
Address	77 Main Street South, Seaforth, Ontario N0K 1W0			Address			
Telephone	(519) 527-0850	Fax	(519) 527-2324	Telephone		Fax	

## **SCHEDULE A**

1. The Buyer agrees/acknowledges as follows:

(a) That this transaction is being completed pursuant to Part XI of the Municipal Act, 2001, S.O. 2001, c.25 (the "Act") and therefore:

(i) Title to the property will not be transferred to the Seller's name until the Completion Date; and

(ii) That the Seller reserves the right, up to including the Completion Date, to accept payment in full of property tax arrears, interest and costs from the registered owner or encumbrancers on title, which shall have the effect of terminating this Agreement. In such event, the deposit will be returned to the Buyer and the Seller shall have no liability for any costs incurred by the Buyer.

(b) That the Buyer is accepting the property on an "as is, where is" basis without any representation or warranty of any kind from the Seller, its employees, officers or agents, including without limitation:

(i) The zoning of the property or the ability of the property to be used for any intended use or purpose.

(ii) The environmental condition or quality of the property notwithstanding any reports, investigations or studies included with the information package with Request for Proposal #L-20-230.

In this regard, the Buyer acknowledges that the Buyer is solely responsible for completing its own investigations and studies as to the environmental condition of the property prior to signing this Agreement.

2. The Buyer agrees that the Buyer shall substantially complete, in the sole and unfettered discretion of the Seller, the construction and revitalization of the property in accordance with the plans it submits to the Seller with its Request For Proposal submission (the "RFP Plans") on or before January 1, 2024.

The Buyer shall execute an irrevocable power of attorney in favour of the Seller on closing of this transaction to grant the Seller the ability to execute such documentation as is necessary to complete the said transfer.

The Buyer agrees that this clause shall not merge and shall survive closing and notice of same shall be registered on title to the property in priority to any charge/mortgage registered by the Buyer.

In this regard, the Buyer agrees that the RFP Plans shall be incorporated by reference into this Agreement.

3. The Buyer indemnifies and saves harmless the Seller against any and all future claims, fines, actions and regulatory orders that may arise against the property. This clause shall not merge and shall survive closing.
4. The Seller agrees not to collect HST from the Buyer on the closing of the transactions herein provided that the Buyer provided the Sellers with the Buyer's HST number and a declaration and indemnity to self-assess for HST, in a form satisfactory to the Seller's solicitor.