

Policy, Priorities and Budgeting Committee
Comité des politiques, des priorités et des budgets

Agenda 14
Ordre du jour 14

Thursday, September 14, 2000 - 9:15 a.m.
Le jeudi 14 septembre 2000 - 9 h 15

Victoria Hall, First Level
Bytown Pavilion, City Hall

Salle Victoria, niveau 1
Pavillon Bytown, hôtel de ville



**Confirmation of Minutes
Ratification des procès-verbaux**

Minutes 13 (August 31, 2000)
In-Camera Minutes 9 (August 31, 2000)

Procès-verbal 13 (Le 31 août 2000)
Procès-verbal 9 huis clos (Le 31 août 2000)

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Information Items Articles pour information

- | | | |
|----|---|----------------------------------|
| 1. | Contracts Awarded for the period April 1 to June 30, 2000 Contrats adjugés pour la période du 1er avril au 30 juin 2000 Ref.: ACS2000-FN-COM-0004 | 1 City Wide |
|----|---|----------------------------------|

Action Items Articles pour exécution

- | | | |
|----|--|---|
| 2. | Sale of Surplus City Property - 2490 Don Reid Drive - Ottawa Business Park Vente de biens-fonds excédentaires de la Ville- 2490, chemin Don Reid - le Parc commercial d'Ottawa Ref.: ACS2000-CO-ECD-0002 | 13 OT3 - Southgate |
|----|--|---|

Regional Matters Questions régionales

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External Relations Matters Questions de relations extérieures

Correspondence Correspondance

Members' Reports - Enquiries
Rapports des membres - demandes de renseignements

Councillor/Conseillère Diane Deans, Chairperson/Présidente

Councillor/Conseiller Jim Bickford, Vice-Chairperson/Vice-président

Councillor/Conseillère Inez Berg

Councillor/Conseiller Richard Cannings

Councillor/Conseiller Ron Kolbus

Councillor/Conseiller Brian Mackey

SEF

September 1, 2000

ACS2000-FN-COM-0004
(File: FCA1200/0110)

Department of Finance

Ward/Quartier
City Wide

- Policy, Priorities and Budgeting Committee / Comité des politiques, des priorités et des budgets
- City Council / Conseil municipal

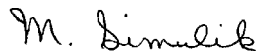
Information

1. Contracts Awarded for the period April 1 to June 30, 2000
Contrats adjugés pour la période du 1^{er} avril au 30 juin 2000

Information

In accordance with the provisions of the Purchasing By-Law approved by City Council on September 1, 1999, attached is a list of contracts awarded through the Supply Management Division for the period April 1 to June 30, 2000.

The Acting City Treasurer certifies that all contracts awarded under Delegation of Authority for the Period April 1 to June 30, 2000 are in compliance with the Purchasing By-Law.



September 1, 2000 (10:41a)

Marian Simulik
Acting City Treasurer

JB:kr/cds

Contact: Jeff Byrne - 560-2129, ext. 5175

List of Supporting Documentation

Document 1 List of Contracts Awarded under the Purchasing By-Law for the period April 1 - June 30, 2000

Part II - Supporting Documentation

Document 1

| List of Contracts awarded under Delegation of Authority April 1 to June 30, 2000 | | | | |
|---|---|---|--|--|
| Contract Number | Requirement | Successful Contractor | Contract Amount | “C” Competitive Process “S” Sole Source |
| 00900-91381-T01 | Catch Basin and Manhole Repair and Rebuilding | Concordia Paving Ltd. | \$118,887.70 (Sch “A”) \$309,358.40 (Sch “B”) | C |
| 01400-72050-T01 | Pump Station Maintenance | Peacock Inc. | \$61,189.98 | C |
| 01400-91585-T01 | Cleaning and Video Inspection Services | Sewer-Matic Inspection & Reconstruction Services Inc. | \$102,987.50 | C |
| 01400-96873-T01 | Special Sewer Cleaning and Emergency Services | Sewer-Matic Inspection & Reconstruction Services Inc. | \$111,387.00 | C |
| 00C3192 | Construction of Sewers, Road and Watermain in Ivy Crescent, Putman St and Bertrand St | Taggart Construction Limited | \$1,562,104.77 | C |
| 01300-75000PPO-T01 | Ball Diamond Aggregates and Playground Sand | Spratt Aggregates Greely Sand and Gravel | \$24,058.25 \$10,391.25 | C |
| 0863-05-T1/96 | Tires and Related Services | Attersley Tire Service | \$80,500.00 | C Extension of existing contract |
| 00400-51585-T01 | Self Propelled Ride-on Vacuum Sweeper | Tennant Company | \$31,366.25 | C |

**List of Contracts awarded under Delegation of Authority
April 1 to June 30, 2000**

| Contract Number | Requirement | Successful Contractor | Contract Amount | “C” Competitive Process “S” Sole Source |
|-----------------|---|---|---|---|
| 09000-82-T01/98 | Firefighter Bunker Suits | Starfield Safetywear Manufacturing Co. | \$177,402.00 | C Exercising option in existing contract |
| 0968-73-T01/99 | Storm Sewer Catch Basin Sump Cleaning East/West City of Ottawa | Sewer-Matic Inspection & Reconstruction Services Inc. | \$93,090.00 East \$93,090.00 West | C Exercising option in existing contract |
| 0968-74-T01/99 | Road Sweeping Services | C T M Sweeping Co. | \$138,521.31 | C Exercising option in existing contract |
| 00700-88540-T01 | Supply 6% and 12% Sodium Hypochlorite | R.E.M. Charette Swish Maintenance Ltd. | \$28,152.00 (Sch “A” & “B”) \$3,615.60 (Sch “C”) | C Exercising option in existing contract Co-operative |
| 00100-92868-T01 | Miscellaneous Road Reinstatement at various locations City Wide | Laurent Leblanc Ltd. | \$52,002.00 | C |
| 00900-91066-T02 | Lower Roof Replacement at J A Dulude Arena | Couvreur Rolland Boudreault et Fils Ltee | \$52,211.72 | C |
| 00C3280 | Construction of Sanitary Sewers in St. Laurent Blvd. from Donald St to Easement | K.C.E. Construction Ltd. | \$181,106.38 | C |
| 00900-91066-T03 | Roof Replacement at Tom Brown Arena | Ron Robinson Roofing Inc. | \$163,159.69 | C |
| 00C3189 | Construction of Sewers, Road and Watermain in Hawthorne Avenue | Graydex Ottawa Inc. | \$888,688.93 | C |

**List of Contracts awarded under Delegation of Authority
April 1 to June 30, 2000**

| Contract Number | Requirement | Successful Contractor | Contract Amount | “C” Competitive Process “S” Sole Source |
|------------------|---|---|--|--|
| 01300-50575-T01 | Nursery Stock Trees | V. Kraus Nurseries Ltd. Cramer Nursery Inc. Dutchmaster Nurseries Uxbridge Nurseries | \$948.75 (Item 11) \$632.50 (Item 10) \$24,023.50 (Items 1,2,4,5, 13) \$27,910.50 (Items 6,7,8,9,12,14) | C Co-operative |
| 0939-27AA-P01/95 | Leased Convenience Photocopiers | Lanier Canada | \$94,100.00 | C Exercising option in existing contract |
| 00299-96132-P02 | Site Remediation and SubDrain Installation-Heron Road Yard Project Management | Conor Pacific Environmental Technologies | \$37,450.00 | S Specialized knowledge and experience/urgency |
| 0910-13-G01/98 | Elevator Maintenance Service | Dover Elevator Canada | \$52,644.00 | S Original manufacturer |
| 00600-91829-P02 | IT Professional Consulting Services | VK Computer Systems Inc. | \$93,500.00 | S Short-term IT requirement staffing |
| 00600-91829-P02 | Y2K Testing and Quality Assurance for the period 1 January 2000 to 30 April 2000. | VK Computer Systems Inc. | \$41,730.00 | S Unique knowledge, Y2K requirement |
| 00600-91829-P01 | Programmer/Analyst with primary expertise in Crystal-Writer, Oracle and GIS functionality | AJJA Information Technology Consultants | \$77,040.00 | C |

**List of Contracts awarded under Delegation of Authority
April 1 to June 30, 2000**

| Contract Number | Requirement | Successful Contractor | Contract Amount | “C” Competitive Process “S” Sole Source |
|-----------------|--|---|---|---|
| 0645-00-T01/99 | Fine Paper for Printing Operations and convenience Photocopiers | Graphic Resources | \$83,050.00 | C Exercising option in existing contract Co-operative |
| 00010-91842-P05 | Value Engineering Services for the Ottawa Combined Sewer Overflow Storage Facility Detail Design | Stantec Consulting Ltd. | \$196,788.00 | C Council delegated authority to Commissioner of Urban Planning and Public Works |
| 00300-89031-T01 | Rubber Manhole & Catch Basin Adjustment Risers | Innovative Municipal Products Road Shop, div of Asphalt Engineering Co. Ltd. | \$54,283.45 (Sch “C”) \$125,715.70 (Sch “A” & “B”) | C |
| 01400-99046-T01 | Security Services, Mobile Inspections and Alarm Response | Adjajo Holdings o/a Norcon Canada | \$119,394.88 | C |
| 00900-92678-T01 | Site Remediation at Tweedsmuir Yard | R.W. Tomlinson Ltd. | \$237,911.19 | C |
| 00C3277 | Construction of Sewers, Road and Watermain in Willow, Bell, Gladstone, Lebreton and Eccles | Ottawa-Greenbelt Construction Company Limited | \$5,528,708.19 | C |
| 00C3216 | Construction of Road and Watermain in Robin Lane from Churchill to Dead End | Brenning Construction (1986) Ltd. | \$131,453.83 | C |
| 01000-91842-P01 | Information Technology Technical Support Services to Develop Map Info GIS Data Base System | QSP Geographics | \$48,150.00 | S Unique expertise |

**List of Contracts awarded under Delegation of Authority
April 1 to June 30, 2000**

| Contract Number | Requirement | Successful Contractor | Contract Amount | “C” Competitive Process “S” Sole Source |
|-------------------|---|---|-----------------|---|
| 01300-75070-T01 | Ready Mix Concrete | Mirad Mobile Mix Limited | \$173,650.00 | C |
| 00900-91066-T05 | Roof Replacement at Lowertown Complex | Tricrest Services (a div. of 3232298 Can Inc.) | \$67,772.00 | C |
| 00900-91066-T04 | Roof Replacement at Lakeside Gardens | Couvreur Rolland Boudreault et Fils Ltee | \$100,668.25 | C |
| 00900-91273-T01 | Landscape Development Work at Central Park, Rosebery Pedestrian Access | ALC/UCC Site Construction Inc. | \$89,736.40 | C |
| 0550-38AA0-P01/98 | Millenium Coin Kits for McKay Guardian Parking Meters | J.J. MacKay Canada Limited | \$113,775.00 | C |
| 00C3255 | Construction of Sanitary Sewers, Road and Watermain in Cole, Ravenhill and Golden | K.C.E. Construction Ltd. | \$1,016,029.09 | C |
| 00600-34521-Q01 | Installation of an Exhaust Extraction System | Nederman Canada Ltd. | \$97,156.00 | S Standardization with original equipment. |
| 01099-90742-T01 | To amend contract due to unanticipated Geotechnical Soil Investigation Service requirements | Oliver, Mangione, McCalla & Associates a div. of Trow Consulting Engineers Ltd. | \$53,344.04 | C Pricing as per original tender |
| 00C3266 | Construction of Sewers, Road and Watermain in Hinchey/Carruthers/Lyndale | W.B. Maloney Construction Company | \$1,693,172.28 | C |

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|-----------------|---|---|-----------------|---|
| 00900-93924-T01 | Millenium Fountain at York Street and Sussex Drive | Crolla Construction Corp. | \$212,342.52 | C |
| 2000-7 | HL3 Asphalt Overlay and Grinding and/or Planing on Designated Streets | Dibblee Paving & Materials Limited | \$988,792.30 | C |
| 2000-6 | HL3 Asphalt Overlay and Grinding and/or Planing on Designated Streets | Karson Kartage & Konstruction (1994) Ltd. | \$1,110,031.86 | C |
| 00400-07048-T02 | One (1) Truck with Articulated Crane | Surgenor Truck Centre | \$100,274.25 | C |
| 00400-07048-T03 | Two (2) Cabs and Chassis | Ottawa Motor Sales (1987) Ltd. Donnelly’s Ottawa Ford | \$140,105.40 | C |
| 0900-82-T01/98 | Firefighter Bunker Suits | Starfield Safetywear Manufacturing Co. | \$27,812.00 | C Extension of existing contract |
| 00900-91233-T01 | Wading Pool Upgrade at McNabb Park | E.R. Jonas Bldg. Restoration Ltd. | \$33,360.61 | C |
| 00900-91233-T01 | Wading Pool Upgrade at Sandy Hill Park | Crolla Construction Corp. | \$25,473.97 | C |
| 00499-76577-T01 | Lease of four (4) Vacuum Sweeper Machines | Joe Johnson Equipment Inc. | \$59,781.60 | C |
| 039-400-Q01/94 | Commercial Records Centre Services | Iron Mountain | \$68,634.00 | S Omnibus authorities during the Transition Period |

**List of Contracts awarded under Delegation of Authority
April 1 to June 30, 2000**

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|-----------------|---|----------------------------------|-----------------|--|
| 0966-52-Q03/97 | Production and Processing of Final City of Ottawa Residential and Commercial Tax Billings | Doculink International | \$77,533.50 | C Exercising option in existing contract |
| 97-11 | Waste Basket Cleaning Services | Goulbourn-Stittsville Sanitation | \$230,969.43 | C Exercising option in existing contract |
| 00D3273 | Construction of Storm Sewers and Catch Basins in Private Lanes | Teraflex Limited | \$294,206.13 | C |
| 00C3225 | Construction of Sewers, Road and Watermain in Waverley Street from Bank to Metcalfe | Graydex Ottawa Inc. | \$825,203.26 | C |
| 00400-06021-Q01 | To Turn and Re-Line Automotive Brake Drums and Shoes for Vehicles Over One Ton | Malmberg Truck and Trailer | \$28,750.00 | S Only heavy vehicle service depot in the Ottawa-Carleton area to provide this service. |
| 00900-90922-T06 | Reception Area Renovations at St. Laurent Complex | Garvey Construction Limited | \$60,376.20 | C |
| 00600-91450-T03 | Furnace Conversion at the Ottawa South Community Centre | A/C Mechanical Ltd. | \$30,765.71 | C |
| 0952-38-C1/97 | Employee Assistance Program | EAPlus | \$40,121.69 | C Omnibus authorities during the Transition Period |

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April 1 to June 30, 2000**

| Contract Number | Requirement | Successful Contractor | Contract Amount | “C” Competitive Process “S” Sole Source |
|-----------------|--|--|-----------------|---|
| 00200-92652-P01 | Municipal Emissions Modeling Tool Using GIS: Phase III Development Project | R.S. Parfett & Associates | \$80,000.00 | S Only GIS - based tool in market place for analyzing and forecasting greenhouse gas emissions in relation to urban planning decisions |
| 00200-92695-P01 | Functional Design of the McEwan Creek Water Quality and Erosion Control Study | Rideau Valley Conservation Authority | \$43,035.40 | S Continuation of conceptual design/watershed jurisdiction |
| 00400-06021-T01 | Misc. Raybestos Automotive Brake Parts, Moog Chassis Parts and Monroe Automobile Equipment | AutoParts Extra | \$31,050.00 | C |
| 00900-91036-Q02 | Control Panel Replacement at Sandy Hill Arena | Cimco Refrigeration | \$26,637.65 | S Warranty requirements |
| 0961-30-P01/98 | Temporary Help Services | -The People Bank -Excel Human Resources -Express Personnel Services -Adecco | \$250,000.00 | C extension option in Standing Offer |

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April 1 to June 30, 2000**

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|------------------|--|---|-----------------|---|
| 00300-20890-Q01 | Sybari’s Antigen, Anti-Virus for Microsoft Exchange | Sybari | \$29,376.00 | S Emergency deployment of anti-virus software required as a result of the attack of “I Love You” virus |
| 00300-61500-T01 | Standing Offer for the Supply and Delivery of Office Products | Grand & Toy | \$383,778.00 | C |
| 01400-96873-Q01 | Manhole Sump Cleaning Services | Sewer-Matic Inspection & Reconstruction Services Inc. | \$34,561.00 | C |
| 00900-98888-T01 | Ice Storm Damage Repairs to Woodlots | Capital Arborists | \$80,036.00 | C |
| 00C3278 | Construction of Combined Sewer, Road and Watermain in Norman St. and Rochester St. | Vanson Construction Ltd. | \$1,493,096.19 | C |
| 00C3257 | Construction of Combined Sewer, Road and Watermain in Argyle Avenue | Graydex Ottawa Inc. | \$1,736,000.00 | C |
| 00900-91337-T01 | Sidewalk Construction on Belmont Avenue | Capital Construction (Ottawa) Ltd. | \$47,834.35 | C |
| 00500-81AA-T1/98 | Monthly Rental of Flasher Barricades | Beacon Lite Limited | \$58,263.60 | C |
| 00100-91339-Q01 | Install Catch Basin, Side Inlets and Culverts on Riddell Avenue | Central Paving Reg’d | \$30,388.00 | C |

**List of Contracts awarded under Delegation of Authority
April 1 to June 30, 2000**

| Contract Number | Requirement | Successful Contractor | Contract Amount | “C” Competitive Process “S” Sole Source |
|-----------------|---|---------------------------------------|-----------------|--|
| 00100-91337-T02 | Completion of Sidewalk Construction on Echo and Graham | Capital Construction (Ottawa) Ltd. | \$31,356.35 | C |
| 00299-96871-G01 | Disposal of Debris Generated from Road Sweeping Contract | Huneault Waste Management | \$99,510.00 | S Landfill regulated by MOE |

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August 31, 2000

ACS2000-CO-ECD-0002
(File: RBM 1690/)

Office of the Chief Administrative Officer

Ward/Quartier
OT3 - Southgate

- Policy, Priorities and Budgeting Committee / Comité des politiques, des priorités et des budgets
- City Council / Conseil municipal

Action/Exécution

2. Sale of Surplus City Property - 2490 Don Reid Drive - Ottawa Business Park

Vente de biens-fonds excédentaires de la Ville- 2490, chemin Don Reid - le Parc commercial d'Ottawa

Recommendation

That the sale of 1.643 acres of surplus City property at 2490 Don Reid Drive to the Canadian Teachers Federation, as detailed in the attached Agreement of Purchase and Sale (Document 1.), be APPROVED.



August 31, 2000 (10:47a)

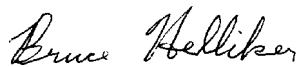
John Burke
Chief Administrative Officer

MC:mc

Contact: Mitchell Cogan - 244-5300 ext. 1-3449

Financial Comment

Subject to City Council approval, the net proceeds of approximately \$242,342.50 will be credited to the General Capital Reserve Fund account 5332711 9931. This submission requires Transition Board approval.



September 1, 2000 (10:48a)

for Marian Simulik
Acting City Treasurer

BH:cds

Executive Report

Reasons Behind Recommendation

On July 31, 2000, the City entered into a conditional Agreement of Purchase and Sale with the Canadian Teachers' Federation to acquire 1.643 acres of land in the Ottawa Business Park to construct a new 20,000 sq.ft. head office. The Agreement is included as Attachment 1 and contains the following details:

- Lot area of 1.643 acres
- Purchase price of \$242, 342.50
- Deposit of \$20,000 with interest payable to the Purchaser
- Closing on September 29, 2000 and conditional upon City Council and Ottawa Transition Board approval, adequacy of soils, financial viability of the project and approval of the Board of Directors.
- GST payable by the Purchaser.
- City prepare and register a survey plan and legal description.
- Requirement to commence construction of a minimum sized building of 10,000 sq.ft. within twelve months of closing and complete construction within another twelve month. Failure to comply provides the City with the option to reacquire the property.
- Real estate brokerage fee of 5% of the purchase price payable to Royal LePage Commercial Inc.

This sale to the Canadian Teachers' Federation is recommended for the following reasons:

- An independent appraisal (Document 2, On File with the City Clerk) has verified that the purchase price is within the current market value range for the property.
- The sale complies with the City and Transition Board regulations for disposal of surplus property, namely; the site has been declared surplus by City Council and has been advertised in local daily newspapers; the lands are not required for the new City of Ottawa since the sale of industrial lands has been part of the Business Park program since its inception; a market value appraisal has been completed.
- The development of a head office project is complimentary to the current uses in the Ottawa Business Park.
- The site is currently zoned to permit all aspects of the project.

Economic Impact Statement

This sale will result in no immediate economic impact, however, the City will gain property tax revenues arising out of the change in assessment.

Environmental Impact

No environmental impact is anticipated as the recommendation falls within the MEEP Automatic Exclusion List - Section I a) Administrative and Personnel Services.

Consultation

No public consultation was undertaken as this is an administrative matter only. Councillor Diane Deans is aware of this land sale.

Disposition

The Office of the CAO to seek approval of the sale from the Ottawa Transition Board following City Council approval.

The Office of the City Solicitor to prepare the necessary documents to complete the transaction.

List of Supporting Documentation

- Document 1 Agreement of Purchase and Sale
- Document 2 Appraisal Report Prepared by Higgs, Cameron Cyr & Wilson Ltd., Dated August 1, 2000 (On File with the City Clerk)

Part II - Supporting Documentation

Document 1

OTTAWA BUSINESS PARK - PURCHASE AND SALE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF OTTAWA

(the "**Vendor**")

AND: **CANADIAN TEACHERS' FEDERATION**

(the "**Purchaser**")

1. The Purchaser agrees to purchase from the Vendor the property, (the "Real Property"), situated in the City of Ottawa, Regional Municipality of Ottawa-Carleton being Part 6 as shown on the sketch attached hereto as Schedule "A" on the following terms and conditions.
2. The purchase price of the Real Property shall be two hundred, forty-two thousand, three hundred and forty two dollars and fifty cents (\$242,342.50) in lawful money of Canada based upon an area of 1.643 acres at one hundred and forty-seven thousand and five hundred dollars (\$147,500.00) per acre payable as follows:
 - (a) The sum of \$20,000.00 to be paid to the Vendor upon acceptance of this Agreement as a deposit to be held in trust in an interest bearing account and to be credited to the Purchaser on closing pending completion or other termination of this Agreement, and
 - (b) The balance of the purchase price, subject to adjustments, shall be paid to the Vendor on closing by certified cheque.
3. The closing date for this transaction shall be September 29, 2000, (the "Closing Date") or at a mutually agreed to earlier date, should the Purchaser wish to close on such earlier date, when vacant possession of the Real Property shall be given to the Purchaser.

4. Any Goods and Services Tax (GST) applicable to this transaction shall be in addition to and not included in the purchase price. If GST is payable, and if the Purchaser is a registrant for purposes of GST, the Purchaser may choose to self-assess in respect of GST and to provide to the Vendor before the closing date evidence that the Purchaser is a registrant for purposes of GST.
5. The obligation of the parties to complete this transaction is conditional upon the Council of the Vendor ("City Council") and the Ottawa Transition Board ("Transition Board) both accepting and approving this purchase and sale transaction. Should City Council or the Transition Board not approve this transaction, the deposit shall be returned to the Purchaser.
- 6(a) The obligation of the Purchaser to complete this transaction is conditional upon:
 - (i) the Purchaser, within thirty (30) days from the date of acceptance hereof being satisfied in its sole and absolute discretion as to the soil conditions of the Real Property, failing which this Agreement shall be null and void and the Purchaser's deposit with accrued interest returned.
 - (ii) the Purchaser, within thirty (30) days from the date of acceptance hereof being satisfied in its sole and absolute discretion as to the financial viability of the project, failing which this Agreement shall be null and void and the Purchaser's deposit with accrued interest returned.
 - (iii) the Purchaser, within thirty (30) days from the date of acceptance hereof being satisfied in its sole and absolute discretion that it may carry out its intended use on the Real Property.
 - (iv) the Purchaser, within thirty (30) days from the acceptance hereof, obtain the approval of its' Board of Directors.
- (b) These conditions are for the benefit of the Purchaser and may be waived by the Purchaser at any time in writing.
- (c) The Purchaser shall deliver notice(s) in writing to the Vendor, within the respective times stipulated to fulfil these conditions, confirming that these conditions are satisfied, not satisfied or waived and failing receipt of such notice(s), these conditions shall be deemed to be satisfied.
7. The Purchaser shall be permitted access to the Real Property to carry out the soil tests pursuant to subparagraph 6(a)(i) and (ii) above. The Purchaser shall save harmless and indemnify the Vendor at all times during such period of access and shall be liable for all claims, damages and losses howsoever arising from any action taken by itself, its

- agents, subcontractors, workers or invitees with respect to such access and soil tests.
8. The Vendor shall, at its expense, have prepared by a qualified Ontario Land Surveyor, a plan of survey/reference plan showing the extent of the Real Property, and the right-of-way over the Vendor's land in favour of the Purchaser for access to Coventry Road and shall provide a registerable legal description of the Real Property prior to the Closing Date.
 - 9(a) On the Closing Date, the Vendor will deliver a good and marketable title to the Real Property free from encumbrances, except (i) any subdivision, site plan or other agreement with The Corporation of the City of Ottawa or The Regional Municipality of Ottawa-Carleton and (ii) any utility easement affecting the Real Property or any registered rights-of-way or other registered easements, registered restrictions or covenants that run with the land, provided that such are complied with and do not materially and adversely affect, the value, use or enjoyment of the Real Property for the purpose of which the property is being used.
 - (b) The Purchaser has until August 31, 2000 or at a date that is fourteen (14) days from the waiving of all conditions under this agreement, (the "Requisition Period") to examine the title to the Real Property. If the Purchaser has any valid objection to the title the Purchaser must deliver a written description of the objection to the Vendor before the expiry of the Requisition Period. Then, if the Vendor, acting reasonably and in good faith, is unable or unwilling to satisfy the objection, and the Purchaser will not withdraw it, the Vendor may cancel this Agreement despite the Vendor's attempts to clear the objection or despite discussions with the Purchaser about it. Under these circumstances, the deposit shall be returned to the Purchaser with accrued interest and the Vendor and the Purchaser shall have no further liability to the other.
 - (c) The Vendor shall not be bound to produce any abstract of title or title deeds or any other evidence of title except as are in its possession.
 10. The Purchaser covenants and agrees to commence construction of a building with a minimum gross floor area of 10,000 sq.ft. by not later than twelve (12) months from the Closing Date, and to have substantially completed the said building within one (1) additional year from the end of the said twelve month period. Failing this, the Vendor may, at its option at any time after either of such dates, require the Purchaser to retransfer the Real Property to the Vendor free from encumbrances at a price equal to the purchase price paid by the Purchaser for the Real Property less twenty (20%) percent of the then current market value of the Real Property, whichever is lower. The Purchaser shall execute all such transfers and assurances as may be requisite in order to transfer good title to the Vendor with thirty (30) days of having being requested to do so by the Vendor. The Purchaser shall also pay to the Vendor, at the time of such retransfer, the reasonable legal and administrative fees of the Vendor including Land Transfer Tax and registration costs incurred to complete the retransfer.

- 11(a) In this paragraph, "Hazardous Materials" means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any government authority and any "contaminants", "dangerous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters.
- (b) The Vendor warrants that to the best of the Vendor's knowledge there are no Hazardous Materials on or affecting the Real Property except in substantial compliance with all laws, regulations, or orders rendered by any government authority, whether on or below the surface of the Real Property or located in structures or buildings erected thereon, including, without limitation, any urea formaldehyde foam type insulations, any asbestos or building materials containing asbestos, gasoline, PCB's or radioactive substances, nor, to the best of the Vendor's knowledge, are any Hazardous Materials present on properties currently owned by the Vendor adjacent to the Real Property which would affect the uses to which the Real Property may be put or the market value thereof.
- (c) The Vendor further warrants that it has not received notice of and has no knowledge, of any pending, contemplated, or threatened litigation or claim for judicial or governmental administrative action relating to the use of the Real Property by the Vendor or the Vendor's predecessors in title, the existence on the Real Property of, or leakage from the Real Property of, Hazardous Materials.
- (d) The Vendor further warrants that it has not received notice of, nor does the Vendor have any knowledge or information regarding, any compliance notice, order, directive, request, or advice from or issued by any government authority relating to the existence on, or leakage or emission from the Real Property of any Hazardous Materials.
- (e) The Vendor shall provide to the Purchaser within five (5) days of the acceptance of this Agreement all reports, studies, tests, and other documents relating to the soil or environmental conditions fo the Real Property in its possession or control.
12. All adjustments, including taxes, shall be made as of the date of closing.
13. The parties covenant and agree that the Real Property shall be subject to all statutes, by-laws, notice(s), orders, rules or regulations of all municipal, regional and other governmental authorities which are of general application, and specifically, shall be subject to Site Plan Approval under the provisions of the Planning Act, R.S.O. 1990, Chapter P.13.

14. Tender may be validly and effectively made upon the designated solicitors for the party being tendered upon. Payment must be made or tendered by certified cheque drawn on a Canadian chartered bank or trust company.
15. This Agreement is effective only if it does not offend the Planning Act, R.S.O. 1990, Chapter P.13, as amended, from time to time.
16. The Vendor confirms that the Vendor and any other person having to sign the Transfer will be residents of Canada on the Closing Date.
17. The Purchaser's lawyer will prepare the Transfer and it shall be registered at the Purchaser's expense.
18. Any written notice or delivery concerning this Agreement shall be made to either party, their lawyers or their agents at their respective last known addresses and may be made by facsimile. The facsimile copy or its transmission receipt is sufficient evidence of the original notice or document so delivered in this fashion.
19. The successors and assigns of the Vendor and the Purchaser are bound by and may benefit from the terms of this Agreement.
20. All the time periods and dates referred to in this Agreement must be strictly observed by both parties.
21. This offer shall be irrevocable by the Purchaser until 5:00 p.m. on the 31st day of July, 2000 (the "Irrevocable Date"), after which time, if not accepted by the Vendor, this offer shall be null and void and of no further force and effect and the deposit without deduction shall be forthwith returned to the Purchaser.

Purchaser's Acceptance signed on July 24,2000.

Original Signed by Mary-Lynn Campbell, Business Administrator

PER: (Name & Title)

I/We have the authority to
bind the Corporation.

The lawyer for the Purchaser is

Richard O'Reilly
Nelligan Power
66 Slater Street, Suite 900
Ottawa, Ontario
K1P 5H1

Vendor's Acceptance signed on July 31, 2000.

THE CORPORATION OF THE CITY OF OTTAWA

Original Signed By John S. Burke

John S. Burke, Chief Administrator Officer

The lawyer for the Vendor is Janet L. Mitchell, Office of the City Solicitor, The Corporation of the City of Ottawa, 111 Sussex Drive, Ottawa, Ontario K1N 5A1.

