



SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board

799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828



## REQUEST FOR OFFER

### SALE OF PROPERTY – Former site of Georgian Bay Community School

Located at: 125 Eliza Street, Meaford, Ontario N4L 1B4

**RFO # 22-00019**

**Issue Date: Thursday December 9<sup>th</sup>, 2021**

**Closing Location:**  
**Shared Purchasing Service Consortium of Grey Bruce**  
**Attn: Brian Hayman**  
**799-16<sup>th</sup> Avenue Hanover, Ontario N4N 3A1**

#### **Submission Deadlines:**

**Closing Date:** Tuesday January 18, 2022 at 11:00AM local time

**Open House/Site Viewing:** Thursday December 16<sup>th</sup>, 2021 at 10:00am **and**  
Friday December 17<sup>th</sup>, 2021 at 10:00am **and**  
Friday January 7<sup>th</sup>, 2022



## Table of Contents

Intent to Respond Form .....	4
1. Definitions .....	5
2. Background .....	7
3. Purpose/Scope .....	7
4. Site Visit .....	7
5. The Property .....	8
6. Submission Requirements .....	8
7. Timelines .....	9
8. Offer to Purchase .....	9
9. Withdrawal of Offer .....	9
10. Questions/Inquiries .....	9
11. Document Coordinator .....	10
12. Offer Opening .....	10
13. Offer Award Procedure .....	10
14. Terms & Conditions .....	11
15. Addenda .....	12
16. Debriefing .....	12
17. Municipal Freedom of Information & Protection of Privacy Act .....	12
18. Conflict of Interest .....	12
Appendix A - Offer to Purchase .....	13
Appendix B - Summary of Relevant Facts .....	8
Photos .....	9
AGREEMENT OF PURCHASE AND SALE .....	13
1. Definitions .....	13
2.0 Purchase Price .....	14
3.0 HST .....	14
4.0 Closing Date .....	14
5.0 Buyer Indemnity .....	14
6.0 Buyers Conditions .....	15
7.0 Sellers Conditions .....	16
8.0 Risk .....	16



SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board



799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828

9.0 Warranties, Representations and Covenants ..... 16

10.0 Discharge ..... 16

11.0 Preparation of Transfer/Deed Documents ..... 17

12.0 Electronic Registration ..... 17

13.0 Closing Deliverables ..... 17

14.0 Time ..... 18

15.0 Notice ..... 18

16.0 Headings ..... 18

17.0 Enforceability ..... 18

18.0 Governing Law ..... 18

19.0 Amendment of Agreement ..... 18

20.0 Successors and Assigns ..... 18

21.0 No Waiver ..... 19

22.0 Dispute Resolution ..... 19



### Intent to Respond Form

**\*NOTE\*** The Intent to Respond Form for this RFO should be submitted **immediately** in order for the Proponent to receive notification of any changes, alterations or Addenda to this RFO.

Please fill out all fields and return this form via e-mail to Brian\_Hayman@bwdsb.on.ca

**Attn: Brian Hayman**

RFO #	22-00019
RFP Name	Sale Of Property – Former site of Georgian Bay Community School
Closing Date	Tuesday January 18, 2022
Company Name	
Contact Name & Title	
Address	
Address	
City	
Province	
Telephone	
Fax	
E-mail Address	
Date	

- Yes, I would like to submit a response to this Request for Offer
- No, I do not wish to respond to this RFO.

Reason \_\_\_\_\_

RFO Addendums, changes, and any other related information released after the original Request posting date will be posted on the Board website at [https://www.bwdsb.on.ca/departments/purchasing/tender\\_documents](https://www.bwdsb.on.ca/departments/purchasing/tender_documents) as well as the official addendum will be sent to the email address listed above. If you do not submit this completed Intent to Respond Form, it is your responsibility to check the posting site for Addendums, changes or additional information.



## 1. Definitions

### DEFINITIONS

In this document, the following terms will be defined as:

**“Agreement”** means the Agreement of Purchase and Sale and all schedules forming part of the Agreement, including this Request for Offer

**“Business Day”** means any day on which the Bluewater District School Board normally conducts business

**“Buyer”** means company and company representative authorized to submit a bid in accordance with the terms and conditions set forth in this document.

**“Board”** means the Board of Trustees of the Bluewater District School Board

**“BWDSB”** means Bluewater District School Board.

**“Closing”** means the closing of this transaction, including the payment of the purchase price and the delivery of the closing documents in accordance with the provisions of the final agreement

**“Closing Date”** means the date agreed to between the Seller and Buyer in accordance with the agreement and this Request for Offer

**“Date of Acceptance”** means the date the Seller approves and signs the agreement from this Request for Offer

**“Irrevocable Date”** means the date by which the Seller must accept or reject the terms of this Offer. For the purposes of this Offer, the Irrevocable Date is 45 days from the Submission Deadline.

**“Must”** means mandatory. Proponents failing to comply with a “must” requirement will be deemed non-compliant.

**“Non-compliant”** means the submission will be eliminated from further evaluation.

**“Property”** means the property formerly known as Georgian Bay Community School described legally as PLAN 309 LOT 266 LOT 267 LOT;275 LOT 277 TO LOT 284 PT;LT268 PT LT273 PT LT274. Municipal address 125 Eliza Street, Meaford, Ontario N4L 1B4.

**“Purchase Price”** means the total consideration as set out in the agreement

**“RFO”** means Request for Offer.

**“Sale Approval”** means the necessary internal approvals from the Bluewater District School Board required to dispose of the Property

**“Shall”** means mandatory. Proponents failing to comply with a “shall” requirement will be deemed non-compliant.



SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board



799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828

**“SPSCGB”** means the Shared Purchasing Service Consortium of Grey Bruce, representing both the Bluewater District School Board and the Bruce Grey Catholic District School Board

**“Seller”** means the Bluewater District School Board

**“Submission Deadline”** means the final date and time that offers will be accepted

**“Vendor”** shall refer to the Bluewater District School Board



## 2. Background

The "Shared Purchasing Service Consortium of Grey-Bruce" (SPSCGB) provides the purchasing of goods and services for the Bluewater District School Board and the Bruce-Grey Catholic District School Board. The SPSCGB is committed to procuring with public funds the best value consistent with quality, performance, and delivery, through innovative and cooperative buying.

These two School Boards have two (2) Administration Centers and a combined total of approximately sixty (60) Schools throughout Bruce and Grey Counties. Together both Boards serve an area of 8,673 square kilometers in size and are defined by the borders of Bruce and Grey Counties.

## 3. Purpose/Scope

The Bluewater District School Board (BWDSB) is selling the property located at 125 Eliza Street, Meaford, Ontario N4L 1B4. This property is known as the former Georgian Bay Community School which is currently vacant. The 6.3 acre (+/-) property with 14,178 square meter (+/-) building is being offered for sale as is, where is, without warranty of any kind and is subject to the conditions contained herein. Please refer to Appendix B – Site Details for additional information.

## 4. Site Visit

Three site visit dates have been scheduled for Thursday December 16<sup>th</sup>, 2021 at 10:00am, Friday December 17<sup>th</sup>, 2021 at 10:00am, and Friday January 7<sup>th</sup>, 2022 at 10:00am where potential buyers can visually inspect the property.

No questions or requests for information will be addressed during the site walkthrough. All questions or requests for information must be detailed in writing and emailed to the Document Coordinator.

On the date of the site visit, prior to attending, each attendee must complete and pass the Government of Ontario's COVID-19 School and Child Care Screening self-assessment. The self-assessment is available at <https://covid-19.ontario.ca/school-screening/>

Attendees who have passed the screening will be required to provide their full name, company information, contact phone number, and confirm they have passed the screening.

Although the Board will not be obligated to accommodate any additional requests for a hosted walkthrough, the Board reserves the right to schedule an additional visit if extenuating circumstances apply.

The Board has the right to cancel or reschedule the scheduled site visits without obligation to Bidders. Any costs incurred are the responsibility of the Offeror



## 5. The Property

The BWDSB is offering for sale the property legally described as; PLAN 309 LOT 266 LOT 267 LOT;275 LOT 277 TO LOT 284 PT;LT268 PT LT273 PT LT274, Roll No. 421049100229600. Municipal address 125 Eliza Street, Meaford, Ontario N4L 1B4; and shown on Appendix "B" attached hereto (hereinafter the "Property"). The Property is offered "as is, where is".

## 6. Submission Requirements

All submissions of offers must be in a sealed envelope and submitted to:

Shared Purchasing Services Consortium of Grey-Bruce c/o Bruce Grey Catholic Education Centre  
799 16<sup>th</sup> Avenue  
Hanover, Ontario N4N 3A1  
Attn: Brian Hayman

Submissions of Offer must be received before 11:00am local time on Tuesday January 18, 2022. Submissions received after this deadline will not be accepted and will be returned unopened to the Offeror. Please note that Offerors are solely responsible to ensure that their submissions are received by Purchasing Services on or before the deadline. The electronic date and time stamp located in the front reception area of the Bruce-Grey Catholic Education Centre will be considered official.

Submissions received at any other location will not be considered. Facsimile, telephone, verbal or electronic submissions will not be accepted. Upon the submission deadline of this Request for Offer, all Offers submitted will be irrevocable by the Offeror and will remain open for acceptance for a period of ninety (90) days from the submission deadline.

Where indicated, the submission must be signed by an authorized representative of the Offeror. Any unsigned submissions will be rejected.

The Board will not be responsible for, nor reimburse the Offeror for, any expenses incurred by the Offeror in the preparation of their submission. Except as expressly and specifically permitted herein, no Offeror shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFO, and by submitting an Offer the Offeror shall be deemed to have agreed that it has no claim.

Every Offer must be for all the Property on the enclosed Offer to Purchase, and shall be completed without interlineations, alterations or erasure of or with respect to any pre-printed text provided. The SPSCGB reserves the right to reject any Offer where the preprinted text has been altered.

Submissions must include a deposit of ten percent (10%) of the value of the offer (exclusive of applicable taxes) being submitted. The deposit shall be in the form of a certified cheque or bank draft drawn on a financial institution in Canada, satisfactory to the Board and payable to "Bluewater District School Board". Any offers received without the required deposit will be rejected.





**\*No Interest will be paid by the BWDSB on any deposits.**

For further clarification, Appendix A – Offer to Purchase

## 7. Timelines

Issue Date	Thursday December 9 <sup>th</sup> , 2021
Site viewing/Open House	Thursday December 16 <sup>th</sup> , 2021 @ 10:00am, Friday December 17 <sup>th</sup> , 2021 @ 10:00am, and Friday January 7 <sup>th</sup> , 2022 @ 10:00am
Submission Deadline	Tuesday January 18, 2022 @ 11:00:59 am

## 8. Offer to Purchase

An offer must be submitted on the attached “Offer to Purchase Form” (Appendix A) along with any Addendum/Addenda issued related to this RFO.

## 9. Withdrawal of Offer

An Offeror may request that a submitted Offer be withdrawn. The withdrawal shall be allowed if the request is received before the closing time for this RFO. Withdrawal requests must be directed to the Document Coordinator via email.

Withdrawal requests made by email will be accepted with the receiving time at the SPSCGB being the official time of receipt.

Withdrawal requests received after the RFO closing time will not be permitted. The party concerned shall be informed by email that the withdrawal request arrived too late for consideration.

The withdrawal of an Offer does not disqualify an Offeror from submitting another Offer to the same RFO prior to the specified closing time. The Offer contained in the envelope bearing the latest date and time stamp shall be considered the intended Offer. The first Submission received shall be considered withdrawn and returned to the Offeror in the usual manner.

## 10. Questions/Inquiries

It shall be the responsibility of each Offeror to inform itself of all aspects of the Property. Should any details necessary for a clear and comprehensive understanding be omitted, or any errors, omissions or ambiguities appear in the RFO documents, or should the Offeror note facts which in any way conflict with the letter or spirit of the RFO documents, it shall be the responsibility of the Offeror to obtain clarification before submitting their Offer.

All questions or requests for clarification pertaining to this Request for Offer must be made in writing and sent via e-mail to the Document Administrator.

The SPSCGB and the Board are under no obligation to provide additional information but may do so at its sole discretion.



To maintain an open and transparent process, any inquiries received from potential Offerors may be shared with all potential Offerors who have expressed an interest in this Request for Offer. Any information being shared with all Offerors will not include the source of the inquiry, only the question and answer.

No communication is to be directed to anyone other than the specified Document Coordinator.

## **11. Document Coordinator**

Brian Hayman, Supervisor of Purchasing  
Shared Purchasing Services Consortium of Grey-Bruce  
Email : [brian\\_hayman@bwdsb.on.ca](mailto:brian_hayman@bwdsb.on.ca)

Any information provided by anyone other than the above mentioned Document Coordinator will not be considered binding, nor will it change the requirements of this RFO. The BWDSB reserves the right to provide questions and answers to all Offerors who have received the RFO documents.

Written answers or clarifications shall be shared with all Bidders and issued in the form of an addendum. The Board shall not be bound by any oral instructions, amendment, clarification, information, advice or suggestion from any other member of the Board's staff.

## **12. Offer Opening**

The opening will be held at 11:00 am, Tuesday January 18, 2022, at the Shared Purchasing Services Consortium located at 799 16th Ave Hanover, ON.

The total offer price and Offeror's name will be announced for each offer opened (excluding taxes), unless only one (1) offer is received, in which case only the Offeror's name shall be announced.

## **13. Offer Award Procedure**

After the review of all offers, the SPSCGB will retain the Deposit of the highest compliant offer. All other Deposits will be returned, without interest. The acceptance of a successful offer is subject to the approval of the Board of Trustees and the Ministry of Education.

The Deposit shall be held in trust by the SPSCGB, without interest, pending completion or other termination of this offer and shall be credited toward the Purchase Price on closing. If the Board accepts the offer, then such acceptance shall be communicated to the successful Buyer by notice in writing sent by the SPSCGB to the Buyer at the address set forth in its submission of Offer.

The successful Buyer will be required to complete the transaction in accordance with this RFO and the Agreement of Purchase and Sale incorporated herein (Schedule 1) and shall close the Agreement of Purchase and Sale arising out of acceptance of the Offer. The Buyer will pay the balance of the purchase price by certified cheque, bank draft or wire transfer made payable to "Bluewater District School Board" and sent to the Seller's Lawyer to be held in trust.

If the successful Offeror fails to complete the transaction on the agreed upon Closing Date, the



Offeror's deposit will be forfeited, as liquidated damages, in addition to any other right or remedy to which the Seller may be entitled.

The Board may, at its sole and absolute discretion and without incurring any liability, rescind the award of the Buyer and proceed with the selection of another Offeror.

The Offerors agree that in submitting an Offer, in reply to this document, that they recognize the Board as the sole arbitrator in the selection or rejection of an Offer, and that they waive any and all rights to challenge the Board's decision in any manner before any organization, arbitrator, Tribunal, Government Body, or Court.

The Board shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any Offeror, prior to or subsequent to, or by reason of the acceptance or the non-acceptance by the Board of any Offer or by reason of any delay in the acceptance of an Offer.

If more than one substantially compliant Offer is received where the Purchase Prices are identical, and are at least Fair Market Value, the Offeror with the highest, first received compliant Offer will be deemed the Offer with priority.

## **14. Terms & Conditions**

This is not a guarantee of sale. The Board reserves the right to accept or reject all or any part or none of any Offer. The highest or any Offer may not necessarily be accepted. The SPSCGB reserves the right to cancel this Request for Offer without any penalty or cost.

Where the SPSCGB, for any reason decides that an insufficient number of Offers to Purchase have been received or that all offers received were unsatisfactory, then the SPSCGB reserves the right to withdraw or cancel this RFO and/or re-issue the RFO.

The SPSCGB may, at its discretion, reject any offer where the Offer to Purchase or related document contains any erasure, change, over-writing, white-out, cross-out or strike out, where the same has not been initialed by the Offeror, or where in the absolute discretion of SPSCGB staff, the effect of that amendment is ambiguous or otherwise unclear.

The Offeror acknowledges and agrees that nothing contained herein, in the RFO documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this Offer, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the Board, shall in any manner legally bind the Board, in any circumstances, to accept any offer, or the highest offer, or only an offer submitted in compliance with the requirements of the Offer documents, or any offer at all. The Offeror further acknowledges and agrees that the Board shall have complete and unrestricted liberty in this regard and may reject any or all Offers or may accept any Offer in whatever manner, at whatever proposed price, on whatever terms and for whatever reasons as the Board, in its absolute discretion, considers to



be in its own best interests, all without liability or obligation of any kind to the Buyer.

The Agreement of Purchase and Sale (Schedule 1) contained herein shall be the Agreement executed between the Seller and the Buyer upon final award and acceptance of an offer.

## **15. Addenda**

Changes or revisions that are considered to, at the sole discretion of the SPSCGB, alter the intent of this RFO will be issued as a formal addendum. All addendum/addenda will be issued in the same manner for all Offerors who have received a copy of this RFO. Offerors may be notified by addendum of any additions, deletions and/or changes to the specifications or terms contained in this RFO. Any addenda issued will be governed by the terms and conditions in this RFO. All addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven (7) days of the closing date, the closing date may be extended. Interpretations, corrections or changes in the RFO documents made in any other manner will not be binding and Offerors shall not rely upon such interpretations, corrections or changes.

All Offerors shall confirm receipt of all addenda if applicable. It is the sole responsibility of the proponent to ensure they have received any addenda that have been issued. A copy of all addenda issued must be submitted along with your Offer.

## **16. Debriefing**

All Offerors are entitled to a debriefing not later than sixty (60) calendar days following award/ non-award notification. No debriefing will be provided after the sixty (60) calendar day period following award/non-award notification has passed.

In the event an Offeror wishes to review the award(s) with respect to the RFO process, and subject to having attended a debriefing, the Offeror must submit a protest in writing to the SPSCGB not later than ten (10) calendar days following the debriefing. Any protests received after the ten (10) calendar day period following the debriefing will not be considered.

## **17. Municipal Freedom of Information & Protection of Privacy Act**

All submissions become the property of the SPSCGB and are subject to disclosure under the Municipal Freedom of Information & Protection of Privacy Act, R.S.O. 1990, M.56. Any information supplied by the proponent that is to be considered confidential must be clearly identified as such. Although the Act provides for some protection for third party business interests, the SPSCGB cannot guarantee that any information provided can be held in confidence.

## **18. Conflict of Interest**

Offerors shall disclose to the SPSCGB any potential conflict of interest. If a potential conflict of interest does exist, the SPSCGB may, in its sole discretion, withhold the award until the matter is resolved, or may award to the next compliant offer if the matter cannot be resolved. No employee or Trustee of the Board may submit an offer to purchase the property from the Board, whether personally, in partnership, or with a direct or indirect interest in a bidding company.



**Appendix A - Offer to Purchase**

To: Bluewater District School Board  
351 1<sup>st</sup> Avenue N.  
PO Box 190  
Chesley, ON N0G 1L0

Re: Sale of Property legally known as PLAN 309 LOT 266 LOT 267 LOT;275 LOT 277 TO LOT 284 PT;LT268 PT LT273 PT LT274, in the Town of Meaford, in the County of Grey and the Province of Ontario. Roll No. 421049100229600. Municipal address 125 Eliza Street, Meaford, Ontario N4L 1B4

I/We hereby offer to purchase the property (land and building(s)) described above for the amount of \$..... (Dollars).  
In accordance with the terms and conditions contained in the Request for Offer # 22-00019 and the Agreement of Purchase and Sale annexed hereto. (Applicable taxes extra)

I/We understand that this offer must be received by the Shared Purchasing Service Consortium of Grey-Bruce no later than 11:00:59 am local time on Tuesday January 18, 2022, and that in the event of this offer being accepted, I/We shall be notified of its acceptance in writing.

I/We understand this offer submitted is irrevocable by the Offeror for a period of ninety (90 days) from the date of submission deadline.

I/We enclose a deposit of ten percent (10%) of the offered price (excluding applicable taxes) in the form of a certified cheque or bank draft for the sum of \$ ..... (Dollars) in the name of the Bluewater District School Board.

This offer is submitted pursuant to the terms and conditions contained in the Request for Offer # 22-00019:

Dated at ..... this ..... Day of ....., 20 .....

Buyer Name/Company Name: .....

Address: .....

Postal Code: ..... Phone Number: .....

Signature: ..... (I/We have binding Authority)

Name Printed: .....

Date: ..... Title: .....

E-mail: .....

Witness Signature: ..... Date: .....

Witness Name Printed: .....

Note:

- If the Offeror is a Corporation, the Seal must be affixed under the signature of a duly authorized officer or officers of the corporation.
- If the Offeror is not a Corporation or a Partnership, the Offeror must sign in the presence of a witness who must also sign.
- If the Offeror is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.



SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board



799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828

## Appendix B - Summary of Relevant Facts

The facts presented in Appendix B are for assistance in consideration only and are not to be considered on a standalone basis. The Offeror will be responsible for completing their own inspections and exercising their own due diligence as to the conditions of the property. The following photos have been obtained for the School Board to use as representative only and may not be an exact or comprehensive representation of the property.

This property receives full Municipal servicing. There are multiple street access points with the main access from Eliza Street. The site is a large irregular shaped parcel of land located in a residential area.

Civic Address	125 Eliza Street, Meaford, Ontario N4L 1B4
Legal Address	PLAN 309 LOT 266 LOT 267 LOT;275 LOT 277 TO LOT 284 PT;LT268 PT LT273 PT LT274
Roll #	421049100229600
Shape:	Irregular
Site Area:	6.3 (+/-) approx. acres
Easements:	None known
Building size:	2 storey approx. 14,178 sq.m.
Built:	1956 – Constructed 1962 - Addition 1967 - Addition
Heating:	Double Boiler System
Electrical:	600-volt, 1600 amp
Plumbing:	Typical Complement
Basement:	Partial, Finished
Foundation:	Concrete block
Exterior Walls:	Brick Veneer



SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board



SCHOOL BOARD

799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828

Photos





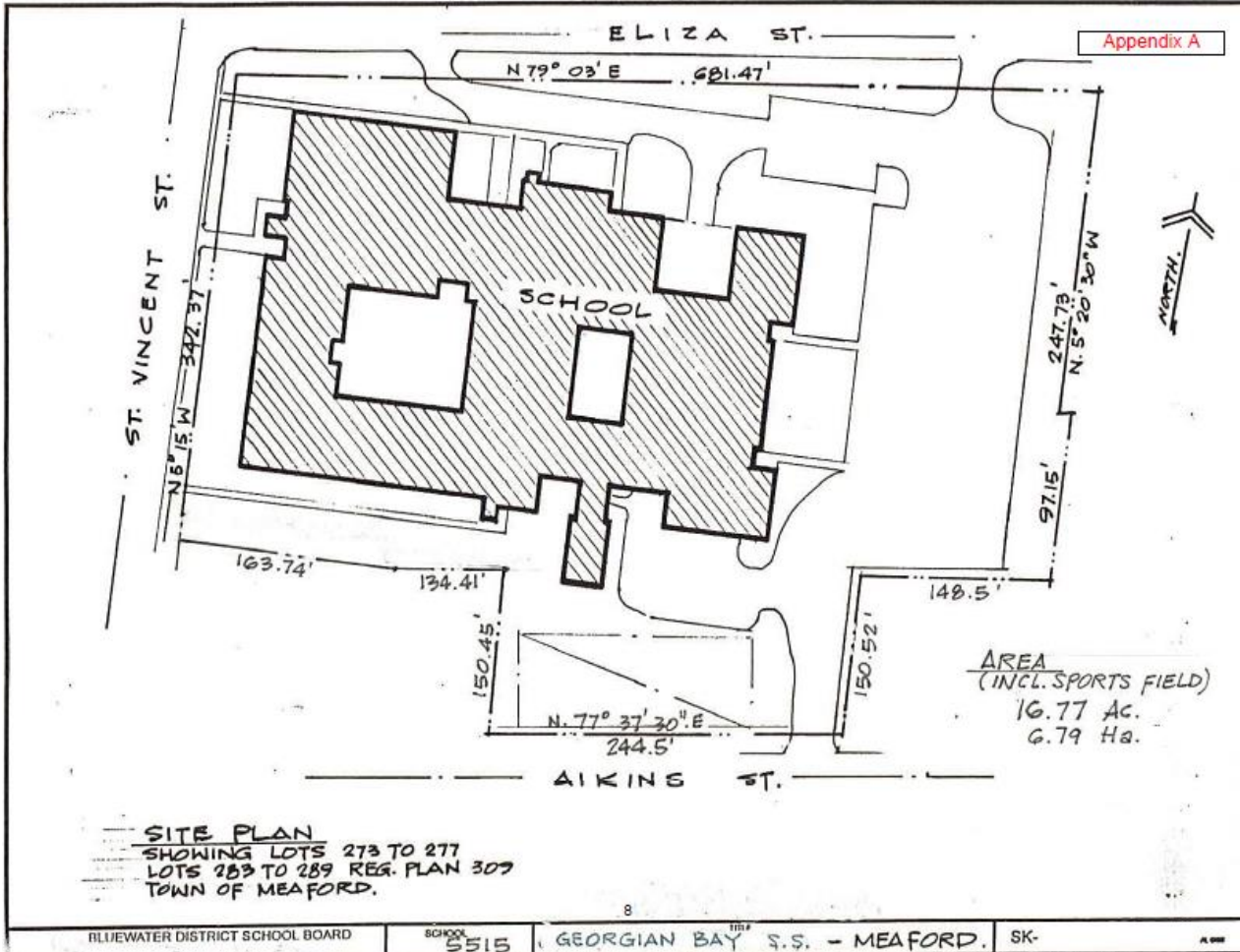
SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board



SCHOOL BOARD

799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828







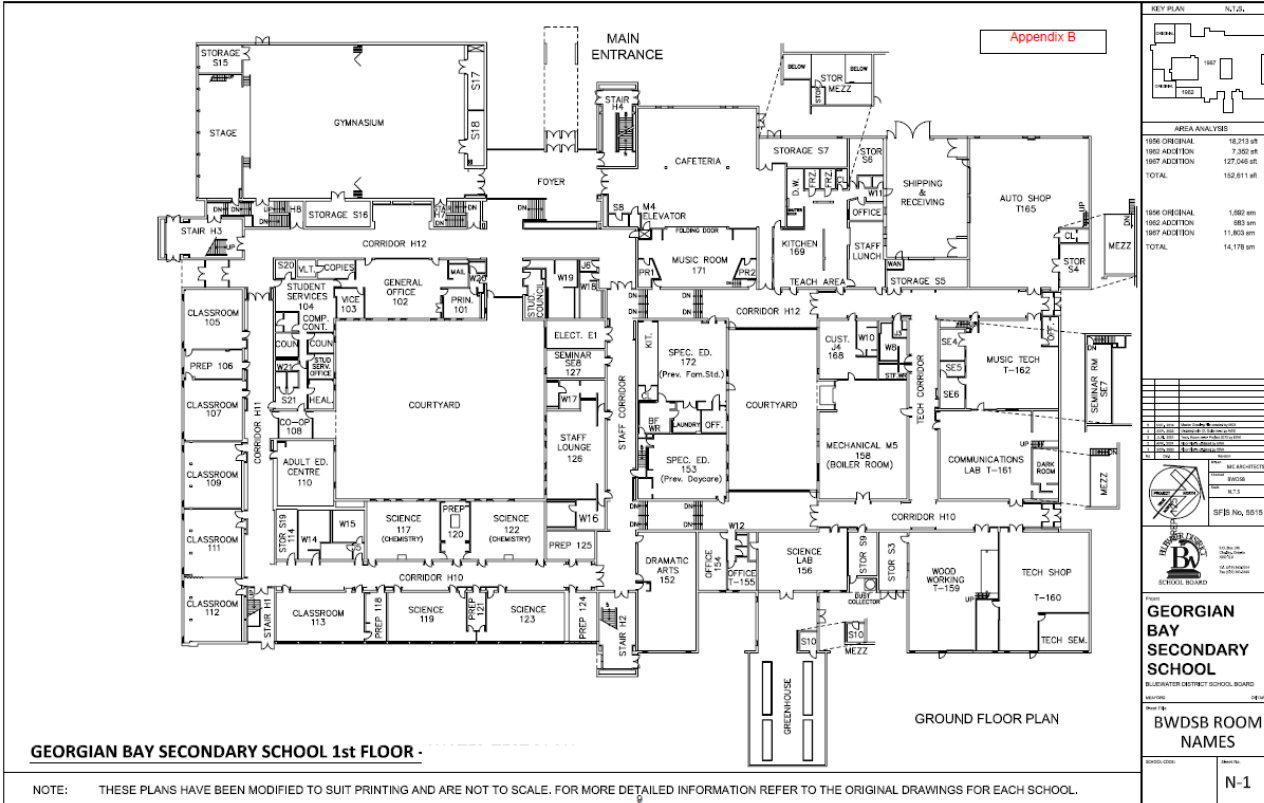
SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board



SCHOOL BOARD

799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828





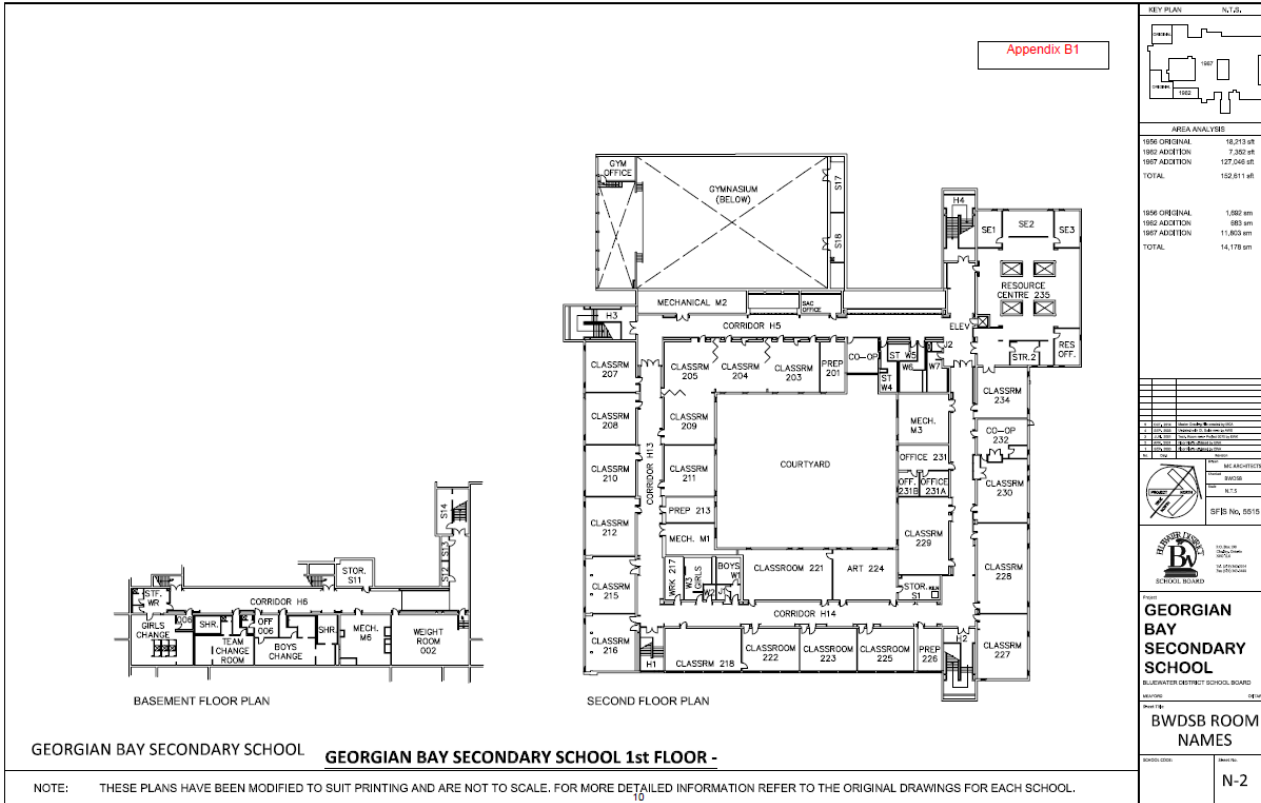
SHARED PURCHASING SERVICE CONSORTIUM OF GREY-BRUCE

Bluewater District School Board  
Bruce-Grey Catholic District School Board



SCHOOL BOARD

799 - 16<sup>th</sup> Avenue, Hanover, Ontario N4N 3A1 Telephone (519) 364-5820 Fax (519) 364-5828



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

### **Bluewater District School Board**

(hereinafter called the "Seller")

-And-

### **"Buyer Name"**

(hereinafter called the "Buyer")

WHEREAS the seller is the registered owner of the property located at Property") ("the AND WHEREAS the Buyer hereby offers to purchase the property from the Seller on the terms and conditions hereinafter set out;

NOW THEREFORE in consideration of the mutual terms and covenants hereinafter set out and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows;

### **1. Definitions**

In this agreement:

**"Agreement"** means the Agreement of Purchase and Sale and all schedules forming part of the Agreement, including the Request for Offer dated \_\_\_\_\_

**"Business Day"** means any day on which the Bluewater District School Board normally conducts business

**"Buyer"** means company and company representative authorized to submit an offer in accordance with the terms and conditions set forth in this document.

**"Board"** means the Board of Trustees of the Bluewater District School Board

**"BWDSB"** means Bluewater District School Board.

**"Closing"** means the closing of this transaction, including the payment of the purchase price and the delivery of the closing documents in accordance with the provisions of this agreement

**"Closing Date"** means the date agreed to between the Seller and Buyer in accordance with Section 5.1 of this Agreement

**"Date of Acceptance"** means the date the Seller approves and signs this agreement

**"Must"** means mandatory. Proponents failing to comply with a "must" requirement will be deemed non-compliant.

**"Property"** means the property located at 125 Eliza Street, Meaford, Ontario N4L 1B4

**"Purchase Price"** means the total consideration as set out in Section 2.1 of this agreement

Schedule 1  
Included for Reference only until acceptance

**“Sale Approval”** means the necessary internal approvals from the Bluewater District School Board required to dispose of the Property

**“Shall”** means mandatory.

**“SPSCGB”** means the Shared Purchasing Service Consortium of Grey-Bruce, representing both the Bluewater District School Board and the Bruce Grey Catholic District School Board

**“Seller”** means the Bluewater District School Board

**“Submission Deadline”** means the final date and time that offers were accepted

## **2.0 Purchase Price**

- 2.1 The Seller agrees to transfer the Property to the Buyer and the Buyer agrees to accept the Property from the Seller for the Purchase Price “INSERT PRICE HERE” Canadian which shall be paid by the Buyer to the Seller for the Property, on Closing
- 2.2 The Seller and Buyer agree that any and all fixtures, improvements, trees, or shrubs within the Property are included in the Purchase Price. The Seller and Buyer agree that there are “no items to be excluded” from this transaction.
- 2.3 The Buyer submitted a 10% deposit in the amount of “INSERT PRICE HERE” Canadian by “Certified Cheque or bank draft” payable to the Seller. The deposit shall be held in trust by the SPSCGB without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on closing.
- 2.4 The balance of the Purchase Price, shall be paid prior to 4:00 p.m. on the Closing Date, by the Buyer to the Seller, by way of certified cheque or bank draft made payable to the Sellers lawyer or as they may direct.

## **3.0 HST**

- 3.1 If the sale of the property is subject to Harmonized Sales Tax (H.S.T), then such tax shall be in addition to the Purchase Price.
- 3.2 The Buyer acknowledges that the seller will not supply any warranty, statutory declaration or certificate with respect to the Property’s status or as to whether this transaction is an exempt supply in accordance with the provisions of the Excise Tax Act.
- 3.3 The Buyer agrees to provide to the seller, on or before closing, confirmation that the Buyer is an H.S.T. registrant under the Excise Tax Act, in a form satisfactory to the seller to the effect that the Buyer shall remit as required by the Excise Tax Act any H.S.T payable in respect of the sale property and shall indemnify the seller in respect of any H.S.T so payable.

## **4.0 Closing Date**

- 4.1 The closing date of this transaction shall be as determined by the Buyer and the Seller immediately following acceptance of the Offer.

## **5.0 Buyer Indemnity**

- 5.1 the Buyer acknowledges and agrees that:
  - a) it has satisfied itself with respect to the applicable land use regulations and agrees to purchase the property subject to such existing zoning and other land use policies and regulations
  - b) it shall not call for the production of any title deed, abstract, severance, survey, or other evidence of title to the Property, except those that are in possession or control of the Seller
  - c) It is acquiring the Property in an “As is Where is” condition, including improvements, structures, trees, and shrubs.
  - d) Any and all encroachments on the lands and premises or by

## Schedule 1

### Included for Reference only until acceptance

buildings or structures of the Board on adjacent lands, shall be accepted by the Buyer without any abatement to or reduction in the Purchase Price

- 5.2 in agreeing to purchase the property in an "As is Where is" basis, the Buyer acknowledges and agrees that":
- a) The Seller makes no representations to the Buyer as to the zoning of the Property or any improvements or structures, whether for the intended use or otherwise.
  - b) The Seller shall have no responsibility whatsoever to remedy any defect comply with any work order or complete any unfinished work.
  - c) The Seller confirms the existence of asbestos within the building.
  - d) The Seller make no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any PCB's, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called "Environmental Matters"). The Buyer is relying upon its own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Buyer, and the Seller, its successors, and assigns, will have no further liability in respect of any Environmental Matters. The Buyer covenants and agrees that this covenant shall survive and not merge on closing of this transaction, to indemnify and save harmless the Seller in respect of any claims, demands, losses, damages, in any way relates directly or indirectly to any Environment Matters and in respect of orders or claims, charges or requirements whatsoever of any Municipal, Provincial, Federal or other governmental body, board, commission, authority, department or Ministry , or employees, officials or representatives thereof.
  - e) The Buyer acknowledges having inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.
- 5.3 The Offeror covenants and agrees that effective as of the Closing Date, the Buyer shall forever release the Seller and its successors and assigns from and against all losses, damages, claims, fines, liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the property of any contaminant, pollutant, dangerous substances wastes (liquid or solid) or toxic substance or the escape thereof In the air or onto adjacent properties or Property including rivers, streams, and ground waters, (collectively the "Substances"), whether produced, created or generated before or after Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto. The Buyer, its successors and assigns, hereby agree to indemnify and hold harmless the Seller, its successors and assigns from any and all costs, claims, demands, liabilities and damages arising out of or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial, or municipal law, rules or regulations or by any regulatory authority. The Provisions of this section shall survive closing and any subsequent sale or transfer of the Buyer's interest in the Property. On closing, the Buyer shall in writing and in a form acceptable to the Board, provide its covenants respecting the indemnity and release and other contents of this paragraph.

## 6.0 Buyers Conditions

- 6.1 The Buyer agrees that no conditions are included with this offer

## Schedule 1

Included for Reference only until acceptance

### **7.0 Sellers Conditions**

- 7.1 Unless the seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement by the "insert Date", that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Buyer in full without deduction.
- 7.2 These conditions are included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer or its solicitor
- 7.3 The parties agree herein that there shall be no real estate commission payable by the Board on account of this agreement.

### **8.0 Risk**

- 8.1 All buildings on the property and all other things being purchased shall be and remain until closing at the risk of the Seller. Pending Closing the Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage, the Buyer may either terminate the Agreement and have all monies paid returned without interest or deduction or take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on Closing.
- 8.2 From and including the Closing Date, the property shall be entirely at the risk of the Buyer and the Buyer shall accept and assume all responsibilities and liabilities arising out or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.

### **9.0 Warranties, Representations and Covenants**

- 9.1 The Buyer agrees to accept title to the property subject to municipal requirements, including building and zoning by-laws, easements for hydro, gas, telephone and similar services to the Property or any part thereof, and to restrictions and covenants that run with the property or any part thereof, including but not limited to:
  - a) All registered and unregistered easements existing at the date of acceptance of this Agreement
  - b) Existing by-law(s)
  - c) Other agreements and restrictions on title to the extent that they have been complied with.
  - d) Any encroachment or location of existing fencing which differs somewhat from the property lines as surveyed; and
  - e) Any existing environmental conditions or contamination to the site
- 9.2 The Seller warrants and represents to the Buyer that the Seller is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the Income Tax Act, R.S.C. 1985, c.1
- 9.3 Any information provided by the Seller or its agents and any comments made by the Seller, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Buyer in allowing it to make its own inquiries. The Seller makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any information it has provided to the Buyer.
- 9.4 The Seller makes no representations to the Buyer regarding the title to or the condition of the Property
- 9.5 The Seller agrees to provide vacant possession of the Property to the Buyer on the Closing Date, unless otherwise agreed to in writing by the Seller and Buyer

### **10.0 Discharge**

- 10.1 The Seller agrees to discharge any existing mortgages, liens, or other encumbrances now registered against the Property on or before the closing date at the Seller's expense.

Schedule 1  
Included for Reference only until acceptance

### **11.0 Preparation of Transfer/Deed Documents**

- 11.1 The Transfer/Deed of the land will be prepared by the Seller, except for the Affidavit of Residence and value of the Consideration ("Land Transfer Tax Affidavit"), which will be prepared by the Buyer.
- 11.2 The Seller agrees to sign the Planning Act statements in the Transfer/Deed of Land.
- 11.3 The Buyer shall pay its own legal costs and registration costs. The Buyer shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property

### **12.0 Electronic Registration**

- 12.1 Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by the electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c.I.4, and the Electronic Registration Act, S.O 1991, c.44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other closing deliverables provided for herein and the release thereof to the 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 closing deliverables will be required to hold the same in escrow and not release same except in accordance with the terms of the latest Document Registration Agreement recommended from time to time by the Law Society of Upper Canada.

### **13.0 Closing Deliverables**

- 13.1 Subject to the provisions of this Agreement, the Seller covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Buyer or the Buyer's solicitor on or before the Closing Date, each of the following:
  - a) Vacant possession of the Property;
  - b) An executed Transfer/Deed of Land in registrable form duly executed by the Seller in favour of the Buyer (save for any Land Transfer Tax Affidavit);
  - c) Direction regarding the payment of fund;
  - d) Statement of Adjustments, which will be deliverable at least five (5) business days prior to the Closing Date;
  - e) Undertaking to re-adjust the statement of adjustments, if necessary, upon written demand following Closing; and
  - f) Such other deeds, conveyances and other documents contemplated in this Agreement or as the Buyer or its solicitors may reasonably require in order to implement the intent of this Agreement.
- 13.2 Subject to the provisions of this agreement, the Buyer shall execute or cause to be executed and shall deliver or cause to be delivered to the Seller or the Seller's Solicitor on or before the Closing Date:
  - a) Certified cheque or bank draft made payable to "Bluewater District School Board", the balance of the purchase price due on the Closing Date
  - b) Direction regarding title, if necessary;
  - c) Undertaking to re-adjust the statement of adjustments, if necessary, upon written demand following closing.
  - d) HST Declaration and indemnity, as contemplated in Section 3.3, if applicable
  - e) Buyer's Indemnification in accordance with Section 5.3 of this agreement; and
  - f) Such other resolutions and other documents as the Seller or its solicitors may reasonably require in order to implement the intent of this agreement

Schedule 1  
Included for Reference only until acceptance

## **14.0 Time**

- 14.1 Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the Seller and the Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

## **15.0 Notice**

- 15.1 Any Notice required to be given, served or delivered must be in writing and sent to the other part at the address indicated below, or to such other address as may be designated by notice provided by either party to the other

**For the Buyer:**

**And to the Buyers Solicitor at:**

**For The Seller:**

**And to the Sellers Solicitor at:**

- 15.2 Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if
- a) Delivered personally on a business day, then on the day of delivery;
  - b) Sent by prepaid registered post, then on the second day following the registration thereof;
  - c) Sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
  - d) Sent by facsimile or email, upon confirmation of successful transmission of notice.

## **16.0 Headings**

- 16.1 The headings inserted into this Agreement are inserted for convenience only and shall not be used as a means of interpreting this Agreement.

## **17.0 Enforceability**

- 17.1 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforcement of any provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

## **18.0 Governing Law**

- 18.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

## **19.0 Amendment of Agreement**

- 19.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, its respective agents, servants or employees unless done so in writing and signed by both parties.

## **20.0 Successors and Assigns**

- 20.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.



Schedule 1

Included for Reference only until acceptance

20.2 Neither party may assign all or any part of this Agreement without the prior written approval of the other party.

**21.0 No Waiver**

21.1 No term, agreement, provision, obligation or condition of this Agreement shall be deemed to have been waived by any party, unless such waiver is in writing and signed by the parties.

21.2 No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

**22.0 Dispute Resolution**

22.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.

22.2 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the Bluewater District School Board.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

**Bluewater District School Board**

Per: \_\_\_\_\_

Signature: \_\_\_\_\_

\*We have Authority to Bind the Board\*

**Buyer Name to be inserted here**

Per: \_\_\_\_\_

Signature: \_\_\_\_\_

\*We have Authority to Bind the Company\*