

'AMENDED' - SELLING INFORMATION -
(THIS IS NOT A TENDER)

PLEASE NOTE: The land as well as the building and improvements being sold “as is/where is”. The Vendor makes no representation or warranties to the condition of the building or any improvements on the property.

- Municipal Address: **7 Serpentine Street, Copper Cliff, ON**
On which is situate the building commonly referred to as the former Copper Cliff Fire Hall
- Legal Description: PIN 73599-0173(LT), Surface Rights Only, formerly Parcel 40945, SES, Lot 79, Plan M-1025, Township of McKim, City of Greater Sudbury
- Approximate Size of Site: 602 square meters (6,480 square feet)
- Official Plan & Zoning: The lands are designated “Mixed Use Commercial” in the Official Plan and are zoned “C2”- General Commercial, in Zoning By-law 2010-100Z.

An Official Plan amendment and/or rezoning of the Property may be required to accommodate a Purchaser's intended use. Interested Purchasers should consult their own advisors to inform and satisfy themselves on all related matters. Supplemental information may also be available from the City's Development Approvals Section.
- Environmental: The Purchaser is advised to consult the *Environmental Protection Act* and the Purchaser's own advisors to determine if a record of site condition may be required, upon a change of use or if other obligations may arise under this or other legislation.
- Heritage Act: This Property has been designated as a Property of Cultural Heritage Value or Interest Under Section 29, Part IV of the Ontario Heritage Act. Copy of By-law 2021-47 is attached.
Interested Purchasers should consult their own advisors to inform and satisfy themselves on all related matters. Supplemental information may also be available from the City's Strategic and Environmental Planning Section. As well as some additional information on the City's web site <https://www.greatersudbury.ca/play/arts-culture-and-heritage/heritage-sites/>
- Property Improvements: The property is improved with a one-storey building approximately 1,300 square feet in size (not including basement). The building was constructed circa 1910 as the town fire hall.

There are concerns regarding the building's deteriorating structural components. Interested Purchasers should consult their own advisors to inform and satisfy themselves on all related matters. Please see attached copy of the Structural Condition Evaluation Report prepared by A2S Consulting Engineers dated May 5, 2016, for some additional information.

- Re-Occupancy: Prior to re-occupying the building, all safety issues must be addressed to the satisfaction of the City's Chief Building Official, including but not limited to any identified in the Structural Condition Evaluation Report prepared by A2S Consulting Engineers dated May 5, 2016, referenced above.
- Services Available: The Property is serviced with municipal water and sewer. Interested purchasers are advised to satisfy themselves regarding all issues of interest.
- Easement: Easements will be reconveyed to the City after closing; along the west property line to accommodate a fire hydrant lead, and over the southeast corner to accommodate a section of a sanitary sewer main, as outlined in the Agreement of Purchase and Sale.
- Energy Costs: 2021 hydro \$3,142 (building is currently heated with electric heaters)
2021 water \$505 (no consumption, standby fee)
Please note this is not an accurate representation of Energy Costs as the building is vacant.
- *The boiler system has been disconnected.
- Taxes: The Property is not currently subject to real property taxes. Real property taxes will be assessed by MPAC upon the acquisition by the Purchaser.
- Development Charges: Development/redevelopment on all or any part of the Property being offered for sale may trigger development charges in accordance with the City's Development Charges By-law. Interested Purchasers are advised to satisfy themselves on this matter.

Asking Price: \$109,000 (plus HST)

Should you have any questions please contact City of Greater Sudbury, Real Estate Section, at (705) 674-4455 ext 4373 or email realestate@greatersudbury.ca

If you wish to submit an offer to purchase the subject property, kindly complete the attached form of Agreement of Purchase and Sale and submit it to: tanya.rossmann-gibson@greatersudbury.ca, or if email is not available to you, by mail to, CITY OF GREATER SUDBURY, Real Estate Section, Attention: Tanya Rossmann-Gibson, Property Administrator, PO Box 5000, Stn A, 200 Brady Street, Sudbury, ON P3A 5P3

This information is provided to assist the Purchaser in making its own enquiries. The Vendor does not represent or warrant that matters referenced above are the only matters for investigation by a Purchaser.

The Vendor makes no representations or warranties about the property described above and assumes no liability for the accuracy or completeness of the above noted information. It is recommended that any interested party satisfy itself in all respects as to the condition of the property and the suitability of the property for its own purposes.



7 Serpentine Street,
Copper Cliff

PIN 73599-0173,
Lot 79, Plan M-1025,
Lot 12, Concession 2,
Township of McKim

NTS

Date: 2019-02-15

By-Law 2021-47

**A By-Law of the City of Greater Sudbury to Designate the Property
Municipally Known as 7 Serpentine Street, Copper Cliff as a Property of
Cultural Heritage Value or Interest Under Section 29, Part IV of the *Ontario Heritage Act***

Whereas Section 29, Part IV of the *Ontario Heritage Act* authorizes the council of a municipality to design a property within the municipality to be of cultural heritage value or interest on the terms set out therein;

And Whereas council for a municipality may only designate a property under Section 29 Part IV of the *Ontario Heritage Act*, if the property meets one or more of the criteria as prescribed under O.Reg 9/06;

And Whereas 7 Serpentine Street was evaluated against the criteria in O.Reg 9/06, and Council for the City of Greater Sudbury determined that the property has cultural heritage value or interest;

And Whereas notice of intent to designate 7 Serpentine Street as being of cultural heritage value or interest was published in a newspaper having general circulation in the municipality on January 30, 2021 and was also served on the owner and on the Ontario Heritage Trust, in accordance with the requirements of section 29 of the *Ontario Heritage Act*;

And Whereas no notice of the objection to the proposed designation has been served on the Clerk of the City of Greater Sudbury, and the time for filing such objections has passed;

Now therefore, Council of the City of Greater Sudbury hereby enacts as follows:

Designation

1.-(1) Pursuant to the authority granted under section 29 of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 as amended, Council for the City of Greater Sudbury hereby designates, as being of cultural heritage value and interest, the property:

- (a) municipally known as 7 Serpentine Street, Copper Cliff;
- (b) legally described as PIN 73599-0173(LT), being Surface Rights Only, Lot 79 on Plan M1025 Township of McKim; and
- (c) owned by the City of Greater Sudbury.

(2) The descriptive statement of cultural values for the property described in subsection 1(1) is found in Schedule "A" attached to and forming part of this By-law.

Registration

3. The City Solicitor is hereby authorized and directed to register a copy of this Designating By-law to be registered on title to the property affected in the land titles office for the land registry division of Sudbury (No. 53).

Notice

4. The City Clerk is hereby authorized and directed to cause:
- (a) a copy of this By-law to be served on the owner of the land described in section 1 of this By-law, and on the Ontario Heritage Trust;
 - (b) notice of the passing of this By-law to be published in a newspaper of general circulation within the City of Greater Sudbury; and
 - (c) the property to be entered into the municipal register of property in accordance with section 27 of the *Ontario Heritage Act*.


Plaque

5. The General Manager, Growth and Infrastructure is authorized to install a plaque or interpretive panel reflecting the designation of the building as of cultural heritage value or interest, on the building at 7 Serpentine Street, of a type and in a location to be determined by the General Manager, Growth and Infrastructure.

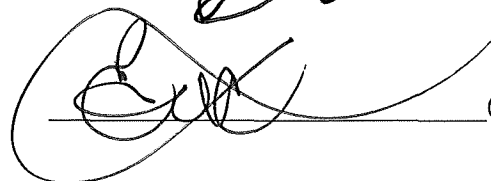
Effective Date

6. This By-law shall come into full force and effect upon passage.

Read and Passed in Open Council this 13th day of April, 2021



Mayor



Clerk

Description and Statement of Cultural Heritage Value or Interest: 7 Serpentine Street

Property Number: 021380201

Civic Address: 7 Serpentine Street

Lot/Concession: Plan M-1025, Lot 12, Concession 2, Township of McKim (City of Greater Sudbury)

Description of Property

7 Serpentine Street is in Lot 12, Concession 2 in the geographic McKim Township, Plan M1024 and Lot 79 PCL 40945. The lot is approximately square with each side approximately 38 metres long. The Fire Hall is located at the north-west corner of the subject property and covers the northern half of the lot. A driveway runs along the eastern edge of the Fire Hall and a small parking lot is located immediately south.

Summary of Cultural Heritage Value or Interest

The subject property has cultural heritage value or interest for its physical/design, historical/associative, and contextual values.

The subject property has design value or physical value because is a rare, unique, representative or early example of a style, type, expression, material, or construction method. Built in 1910, the Property is a rare and representative example of an early 20th century fire hall for Sudbury and Northern Ontario. The subject property is the only existing early 1900s fire hall in the Sudbury area.

The subject property has historical or associative value because it has direct associations with a theme, event, belief, person, activity, organization or institution that is significant to a community. The Property has direct associations with municipal governance in Copper Cliff, serving as municipal office, fire hall, and police store front. Built in 1910, the subject property was one of the earliest municipal buildings in Copper Cliff –which was founded in 1902. The building served the community for 104 years.

The subject property has contextual value because it is important in defining, maintaining or supporting the character of an area. The subject property is important in maintaining and supporting the character of the Copper Cliff Serpentine streetscape and McIntosh Block of buildings. The Canadian Copper Company set aside Serpentine Street and the McIntosh Block as the business district of Copper Cliff. The company planned this subject property in a central location for emergency response use. The subject property also has contextual value because it is physically, functionally, visually, or historically linked to its surroundings. The Property is historically and visually liked to its surroundings as a part of the Copper Cliff Serpentine streetscape and McIntosh Block. The subject property is historically linked to its surroundings as an early Copper Cliff institutional building in the centre of the business district and a community space. As a company town fire hall run by mine volunteers, the Property maintains and supports the valuable mining history of Copper Cliff as supported by the Ontario Ministry of Natural Resources, Historic Sites Branch *A Topical Organization of Ontario History* (1973) which describes the Sudbury area mining history as of "...crucial importance to the development of mining in Ontario and generated diversified enterprises which had a major impact on the social and economic life of the province". The subject property is visually linked to its surroundings as part of the Serpentine streetscape. The streetscape has been altered over time, but the Fire Hall and surrounding buildings continue to frame the terminal vista of Serpentine Street from the top of the hill.

Heritage Attributes

Heritage attributes that illustrate the cultural heritage value or interest of 7 Serpentine Street is represented in following heritage attributes:

- The main building, the former fire hall, including its:
 - Remaining tower base (*which illustrates its physical/design and contextual values*);
 - One-and-a-half storey form, scale, and massing (*which illustrates its physical/design and contextual values*);
 - Hip roof (*which illustrates its physical/design values*);
 - Painted red smooth stretcher-bond brick (*which illustrates its physical/design values*);
 - Painted yellow rusticated concrete blocks (*which illustrates its physical/design values*);
 - The existing relationship of voids to solids on the elevations, including the infilled location of the large sealed garage doors on the north and south elevation that continue to read as functional doors (*which illustrates its physical/design values and historical/associative values*);
 - Segmental arch window openings on the north and south elevation (*which illustrates its physical/design values*);
 - Brick voussoirs above windows and doors (*which illustrates its physical/design values*);
 - Transom windows above the doors on the north and south elevations (*which illustrates its physical/design values*); and,
 - The existing setback from Serpentine Street (*which illustrates its contextual values*).

7 Serpentine Street, Copper Cliff



E-Subject-front-L-SE.JPG



E-Subject-front-L-SW.JPG



E-Subject-Rear-L-NE.JPG



E-Subject-Rear-L-NW.JPG



E-foundation-crack.JPG



E-gas-meter.JPG



Front-entry.JPG



East-rm-garage-wall.JPG



East-room.JPG



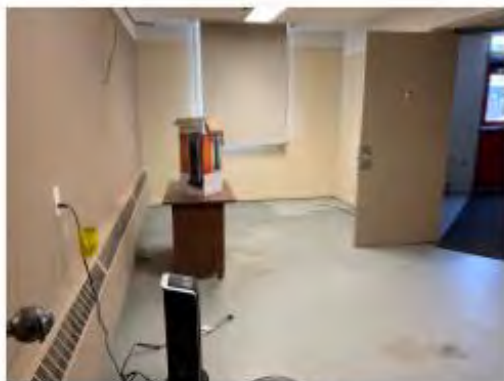
East-rm-tower-door.JPG



East-rm-sinks.JPG



Office-1.JPG



Office-1-b.JPG



Office-1-floor.JPG



Office-2.JPG



Two-piece-bath.JPG



Reary-entry.JPG



M-Electric-panael.JPG



B-exit-stairs.JPG



B-stairs-2.JPG



B-Mech-rm.JPG



B-furnace-hot-water.JPG

STRUCTURAL CONDITION EVALUATION OF

COPPER CLIFF POLICE STORE FRONT

7 SERPENTINE STREET

COPPER CLIFF, ONTARIO

MAY 5, 2016



consulting engineers

201-289 Cedar St., Sudbury, Ontario, CANADA
(705) 222-0420 <http://www.a2sa.ca> info@a2sa.ca

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Appendix E – Concrete Imaging Report by Sutton Inspection Services Report, dated April 24, 2016 (6 pages)

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1. GENERAL DESCRIPTION

The Copper Cliff Police Store Front is a one-storey, 1,300 square foot building (not including basement). The building was originally constructed circa 1910 as the town fire hall and included a 50-foot high lookout tower at the northeast corner. The structural frame generally consists of wood roof framing and a suspended concrete floor slab supported by a combination of steel beams, brick masonry walls and concrete foundations. The concrete floor slab appears to have been added over the original wood framed flooring. A masonry enclosed stairwell has been added to the west elevation since original construction. The main floor is currently being used as a community hall and volunteer police office. The basement level is currently unoccupied. Access to the building is currently restricted due to concerns regarding the building's deteriorating structural components.

2. EXECUTIVE SUMMARY

The Copper Cliff Police Store Front is generally in weathered condition, commensurate with its age. There is evidence of significant water infiltration within the basement contributing to deterioration of exterior foundation walls. Temporary shoring has been installed in numerous locations to help support the deteriorating structure. The extent of deterioration and damage in the basement walls of the north half of the building warrants replacement. The remaining portion of the foundation perimeter could likely be patch repaired and crack injected. The entire building perimeter foundation walls should be waterproofed and perimeter drainage improved as part of the repairs

Above-grade the building and roof structure are generally in fair condition and can be rehabilitated with relatively minimal repair work and maintenance; however, there are some concerns related to the exterior brick masonry that require immediate attention since they could present a hazard to people on the exterior of the building.

The building should remain unoccupied until the recommended repairs are completed to reinstate the structural integrity of the building for safe use and occupancy. It includes building envelope repairs necessary to address leakage and humidity concerns that are contributing to the ongoing deterioration of structural building components.

3. SCOPE OF WORK

3.1 Authorization

This report was prepared by Sam Colizza, P.Eng. of A2S Associates Limited at the request of Nicholas Zinger, Building Services Technician, Asset Management – Capital Projects with the City of Greater Sudbury for the purpose of determining the general condition of the existing building structure.

3.2 Mandate

The purpose of our review is to complete a walk-through of the existing building to facilitate a visual inspection of a rational sampling of building finishes, components (where applicable) and structural elements (where possible) so as to develop an opinion on the condition of the existing structural systems based on previous and current uses. This scope of work does not include an exhaustive review of observed conditions against all building code requirements, by-laws or other legislative requirements, all of which can change over time and may or may not retroactively apply to the building.

Our review does not include the removal of material (including finishes), exploratory probing or the use of specialty equipment unless specifically noted in our report.

Unless specifically noted, no structural analyses were performed on any component of the existing building structure. A2S Associates Limited assumes no responsibility or liability for the adequacy of the original structural design or the current capacity of the structural systems.

Only conditions observed and noted in our report can be assumed to have been reviewed during our walk-through. All conclusions and/or recommendations pertaining to the condition of the building structure are based on extrapolations and interpolations of the conditions observed.

This report is intended to be read in its entirety, including the scope of work, limitations and all appendices. No part of this report should be read in isolation or taken out of the context of the complete report.

3.3 Survey Method

The building was reviewed by Sam Colizza, P.Eng. and Steve Cairns, P.Eng. of A2S Associates Limited on February 9, 2016. During our review, the weather was generally clear with an ambient air temperature of -9°C.

Sam Colizza, P.Eng. returned to site on April 15, 2016 to coordinate material property testing for the following testing agencies:

| Testing Agency | Contact | Purpose |
|---------------------------------|---|------------------------|
| Laabs Industries | Ken Laabs, CGSB Certified Inspector, Level II | Steel hardness testing |
| Sutton Inspection Services Inc. | Scott Sutton, Operations Manager | Concrete imaging |

Steel hardness testing and concrete imaging reports are provided in Appendix D and E, respectively.

3.4 Information Provided

No existing drawings were provided for our review. Historical photographs of the original building and tower were available.

Limited information regarding building performance issues and past repairs are based on discussion with Nicholas Zinger. We cannot attest to the accuracy of the information received.

4. OBSERVATIONS AND DISCUSSION

4.1 Roof Framing Systems

- 4.1.1 We could not confirm the construction of the roof framing during our review as the structure was concealed above a drywall ceiling and wood decking. We expect that the roof structure is wood-framed hip rafter construction, supported by the exterior brick masonry walls and HSS post at the centre of the building. Interior ceiling finishes, where observed, were generally in good condition with no evidence of excessive deflection, cracking or exposure to moisture; therefore, no additional exploratory investigation is warranted at this time. We understand that the asphalt shingles were recently replaced. The shingles appeared to be in good condition as reviewed from grade, although an up-close review was not completed.

4.2 Main Floor

4.2.1 Walls

The perimeter walls above grade are believed to consist of load-bearing, double-wythe masonry walls. Walls are exposed on the exterior and finished with metal lath and cement parging on the interior. Several original openings have been infilled and new openings made since original construction. The exterior brick is generally in fair, but weathered condition. There are several cracked bricks and mortar joints, particularly at the original arched window head lintels where loose brick is being held up the window frame and is at risk of falling. The loose portions of masonry at the arches need to be repaired immediately as they pose a potential safety risk to people on the exterior of the building. Removal of the brick is not an option since it would compromise the integrity of the lintel. There is a significant vertical crack on the south elevation, extending the full height of the wall. The crack appears to coincide with different vintages of brick, indicating movement has occurred between the brick infill and original brick.

Interior walls and partitions are a combination of masonry and wood stud. Some walls were exposed, however, the majority of walls are finished with parging or interior drywall. Interior wall finishes, where observed, were generally in good condition with no evidence of excessive deflection, cracking or exposure to moisture; therefore, no additional exploratory investigation is warranted at this time.

A brick masonry chimney extends approximately 10' above the roof at the southeast corner of the roof. The chimney brick is in poor condition with evidence of spalling and previous brick replacement. Up-close review and removal of loose brick is required immediately as they pose a potential safety risk to people on the exterior of the building.

4.2.2 Floor Framing

According to the concrete imaging report by Sutton Inspection Services Inc., dated April 24, 2016, the main floor slab consists of 6" concrete reinforced with one layer of small diameter rebar or wire mesh near the bottom of the slab. The slab spans between load-bearing masonry walls and steel beams. The majority of the slab topside surface is exposed with minimal surface cracking where visible. Concrete creep was noticeable within the community hall but appeared to meet tolerance limits for concrete slabs.

Where visible at two plumbing penetrations, the slab reinforcing was confirmed to consist of 10M bars, bottom each way. Based on the bar dimensions, deformations/rib pattern, we expect that the reinforcing was

fabricated sometime after 1947. As such, it appears the slab is not original and has been added over the original wood decking, possibly to address poor performance of the original framing and/or to accommodate heavier loads associated with a fire truck. We expect the original wood framing was used as formwork during placement of the concrete slab. The slab does not appear to have been detailed by a Professional Engineer as no top steel was provided over supports and the support structure below was not reinforced to accommodate the additional loading.

The original wood decking is supported by 2x10 wood joists spaced at 24" centres on the west half of the building and 14" centres on the east half. The joists span between load-bearing masonry walls, steel beams and exterior foundation walls. In general, the joists show evidence of water damage and paint delamination. A small area in the east corridor of the basement also has evidence of previous fire damage. Metal joist hangers are missing or deteriorated at several locations and joist ends that are embedded in the exterior foundation walls are particularly moisture-damaged. Timber posts and beams have been added along the north wall in the west half of the building as joist end shoring; however, the shoring is also beginning to deteriorate due to the ongoing leakage.

According to the steel inspection report by Laabs Industries, dated April 15, 2016, the original steel beams are early vintage structural steel with a yield strength of 30ksi (by comparison, current structural steel is at least 44ksi). A newer structural steel column and footing appears to have been added below the beam on the east side of the basement, possibly to address noticeable deflections following concrete slab placement. In general, all steel beams and bolted connections have surface corrosion, likely from the high humidity levels within the basement; however, no significant section loss was observed. Existing beams should be cleaned and coated for corrosion protection.

The ground floor structure must be capable of safely supporting a live load of 100psf as prescribed in the Ontario Building Code for the anticipated building occupancies (office and public meeting spaces). Based on our analysis, we are of the opinion that the concrete slab is generally capable of supporting this load. However, as mentioned previously, the slab has not been detailed correctly and could crack on the top surface over supports when loaded near the design limits. We suspect that the wood framing below is providing additional support to the slab and has prevented any significant cracks from developing to date. While the wood framing appears to have been originally designed to accommodate the anticipated loads, deterioration due to rot and damage to the metal hangers will have reduced the capacity significantly. We could not confirm the slab-to-wall bearing condition which is concealed by the wood framing, but we expect the slab is supported directly on the perimeter basement walls. This condition needs to be exposed and confirmed during the repair project.

The original steel beam on the west side of the basement is not capable of safely supporting the anticipated loads and must be reinforced or a new column and foundation constructed to reduce the span length. The beam on the east side of the basement is generally capable of withstanding the applied loads due to the additional support provided by the newer steel column and footing.

4.3 Foundation Systems

4.3.1 Exterior Foundation Walls

According to the concrete imaging report by Sutton Inspection Services Inc., dated April 24, 2016, the perimeter basement walls consist of unreinforced 6" cast-in-place concrete walls below grade with concrete block above grade. All basement walls are generally in a weathered condition with excessive cracking and spalling observed along the north wall and the north half of the east and west walls. Staining on the interior face of the basement walls at these locations indicate that the cracks have resulted in a significant amount of water infiltration. The main floor slab is providing minimal lateral restraint to the top of wall as the concrete stops below the floor structure, therefore the walls are acting as cantilevered retaining walls. The walls are visibly bowed inwards, likely due to lateral earth pressure, particularly on the north and east elevations, where grade is higher and moisture ingress is more prevalent. Additional concrete walls have been built tight to the southwest corner foundation, possibly to reinforce bowing walls in this location.

Above grade, the concrete block mortar joints are cracked and also allowing water ingress at numerous locations but are more predominant at the northeast corner, where a planter box is built tight to the foundation with no evidence of a waterproofing membrane. There is also a gutter downspout terminating close to the foundation wall in this location. Basement window perimeters are poorly waterproofed with large gaps allowing significant water penetration and exacerbating the deterioration of the surrounding concrete.

The extent of deterioration and damage observed in the basement walls on the north half of the building is such that we expect that they will require replacement. Localized crack repairs are not feasible in our opinion, and will only result in future damage at other locations. Reinforced concrete walls are necessary to safely support the lateral earth pressures and the weight of the building above. This will require temporary shoring of the building structure, sheet piling of the excavation and replacement of hard and soft landscaping, including the north elevation sidewalk and ramp. The remaining portion of the foundation perimeter could likely be patch repaired and crack injected. The entire building perimeter foundation walls should be waterproofed and perimeter drainage improved as part of the repairs. While the foundation walls are exposed, exterior insulation could also be added to reduce building heat loss and provide concrete freeze-thaw protection.

4.3.2 Interior Brick Walls

Interior load-bearing brick walls provided in the basement support the main floor slab and floor framing. The brick walls are generally very brittle and in poor condition. Brick walls were not reinforced to accommodate the concrete slab addition and are too slender for 4" masonry construction. Temporary timber or steel posts have been installed in three locations to support deteriorated brick at steel beam bearing conditions. Original brick walls will require reconstruction in several locations throughout the basement. New foundations may be required below walls if the slab-on-grade was not thickened to accommodate the line loading. This condition needs to be exposed and confirmed during the repair project.

4.3.3 Slab-on-grade

The concrete slab-on-grade is exposed throughout the basement floor area. There is minimal surface cracking and no obvious evidence of differential settlement. We understand that there is a significant amount of standing water on the slab following rain events and spring thaw, likely as a result of water ingress through foundation walls or seepage up through the slab.

5. RECOMMENDATIONS

We present the following repair strategies with opinion of probable costs provided in Appendix B. Opinion of probable costs should only be considered preliminary, high-level budgets. Accurate budgeting can only be determined by a Cost Consultant and/or qualified Contractor based on a set of Contract Documents that clearly identify the scope of work for any further investigation and/or remedial repair details.

| 1 - IMMEDIATE MEASURES | \$3,000 |
|--|-------------------------------|
| <p>This strategy addresses those structural defects that pose a threat the public safety. Although the building is currently unoccupied, the defects underlined in our report above, should be address immediately since they present a hazard to people on the exterior of the building. Refer to Appendix B for a breakdown of the proposed scope of work.</p> | |
| 2 - STRUCTURAL REINSTATEMENT AND ENVELOPE REPAIRS | \$600,000 to \$650,000 |
| <p>This strategy addresses all structural defects and deficiencies as identified in our report. It is the <u>minimum</u> scope of work recommended to reinstate the structural integrity of the building for safe use and occupancy. It includes building envelope repairs necessary to address leakage and humidity concerns that are contributing to the ongoing deterioration of structural building components. Optional items have been highlighted for your consideration. Refer to Appendix B for a breakdown of the proposed scope of work.</p> <p>The building should remain unoccupied until structural repairs are complete.</p> | |

We trust that the enclosed information is adequate for your current needs. Please do not hesitate to contact us with any further questions or comments.

Sincerely,


Sam Colizza, P.Eng.
A2S Associates Limited



Attachments:

- Appendix A – Photographs (7 pages)
- Appendix B – Opinion of Costs (1 pages)
- Appendix C – Floor Plans (2 pages)
- Appendix D – Steel Inspection Report by Laabs Industries, dated April 15, 2016 (1 page)
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- Appendix F – Limitations (2 pages)

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APPENDIX A – PHOTOGRAPHS



Figure 1: Copper Cliff Fire Hall circa 1913. Original lookout tower is visible at far left.



Figure 2: General view of northwest elevation.



Figure 3: General view of southeast elevation.



Figure 4: Typical brick masonry cracking at original arched window lintels.



Figure 5: Vertical crack at south elevation. Original brick on left side of crack; infill brick to the right.



Figure 6: Brick chimney at southwest corner of roof.



Figure 7: Main floor concrete slab.



Figure 8: Original wood floor framing below concrete slab.



Figure 9: Typical steel beam surface corrosion.



Figure 10: Fire damage to wood joists in basement corridor.



Figure 11: Concrete foundation walls cracking and spalling below grade.



Figure 12: Concrete foundation walls are bowing inward.



Figure 13: Typical concrete block foundation wall cracking above grade.



Figure 14: Typical deteriorated condition of load-bearing brick walls in basement.

APPENDIX B – OPINION OF COSTS

Opinion of probable costs reflect the repair strategies identified in our Recommendations, but should only be considered preliminary, high-level budgets. Accurate budgeting can only be determined by a Cost Consultant and/or qualified Contractor based on a set of Contract Documents that clearly identify the scope of work for any further investigation and/or remedial repair details.

The following costs are calculated using quantities obtained during our evaluation and information we have obtained from similar projects. Actual costs will vary depending upon the time of tender, schedule of work and conditions under which work must be carried out.

1 - IMMEDIATE MEASURES

| No. | Description | Opinion of Cost |
|--|--|-----------------|
| 1.1 | Reinstate arch lintels | \$ 2,000 |
| 1.2 | Up-close review and removal of loose chimney brick | \$ 600 |
| Sub-Total - Estimated Construction Cost | | \$ 2,600 |
| 1.3 | HST - 13% | \$ 400 |
| Total Estimated Project Budget (Current Dollar Value) | | \$ 3,000 |

2 - STRUCTURAL REINSTATEMENT AND ENVELOPE REPAIRS

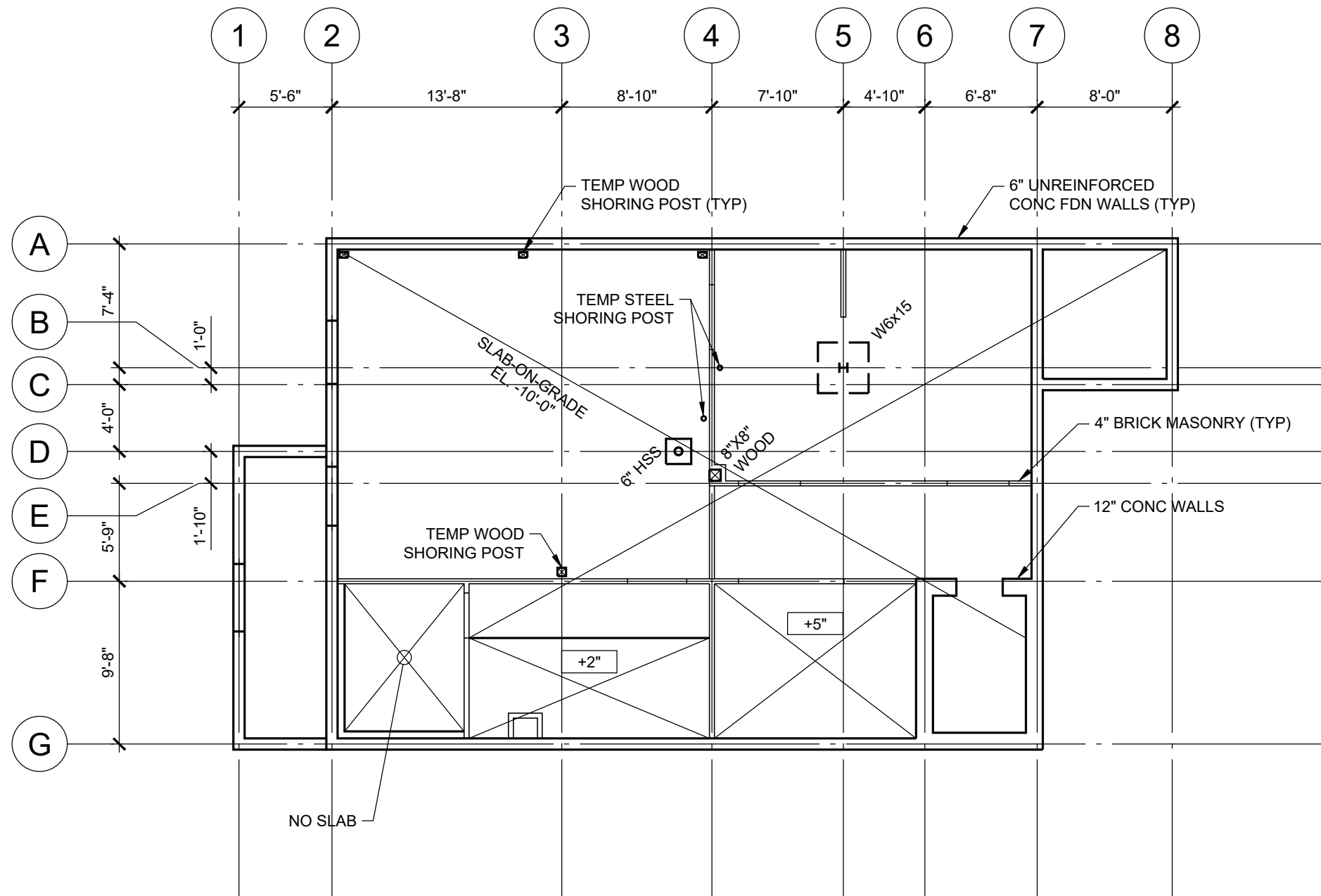
| No. | Description | Opinion of Cost |
|--|--|-------------------|
| 2.1 | Access and mobilization | \$ 33,000 |
| 2.2 | Main floor brick wall repairs | |
| a) | Localized exterior brick masonry replacement and crack re-pointing/stitching | \$ 3,000 |
| b) | ***Optional*** Chimney replacement or removal and partial re-roofing | \$ 3,000 |
| 2.3 | Main floor slab and framing reinforcement | |
| a) | Provide additional steel column and footing on west side | \$ 10,000 |
| b) | Clean and re-paint existing corroded steel beams | \$ 2,000 |
| c) | Remove existing wood framing | \$ 5,000 |
| 2.4 | North foundation wall reconstruction, including temporary shoring, sheet piling, below grade waterproofing, perimeter drainage improvement and landscaping renewal | |
| a) | Excavation and sheet piling | \$ 75,000 |
| b) | Temporary shoring and re-construction of north foundation walls | \$ 100,000 |
| c) | Patch repairs and crack injection of south foundation walls | \$ 50,000 |
| d) | Install new liquid-applied waterproofing membrane and drainage mat | \$ 30,000 |
| e) | Install new sub-surface weeping tile drainage and granular backfill | \$ 8,000 |
| f) | Infill or re-detail existing basement window perimeters | \$ 6,000 |
| g) | Re-point concrete block above grade | \$ 5,000 |
| h) | ***Optional*** Install new continuous rigid insulation | \$ 7,000 |
| i) | Reinstate perimeter landscaping and north sidewalk and ramp | \$ 50,000 |
| 2.5 | Interior brick masonry wall re-construction | |
| a) | Temporary shoring and repair/replacement of interior brick basement walls | \$ 25,000 |
| b) | Contingency for sawcutting existing slab and pouring strip footings | \$ 25,000 |
| 2.6 | ***Optional*** Allowance for mechanical upgrades to improve basement ventilation | \$ 5,000 |
| 2.7 | Bonding | \$ 9,000 |
| 2.8 | Construction contingency (approximately 15%) | \$ 66,300 |
| Sub-Total - Estimated Construction Cost | | \$ 517,300 |
| 2.9 | Design services - specifications & drawings | \$ 25,000 |
| 2.10 | Construction review services | \$ 8,000 |
| Pre-Tax Subtotal | | \$ 550,300 |
| 2.11 | HST - 13% | \$ 71,600 |
| Total Estimated Project Budget (Current Dollar Value) | | \$ 621,900 |

MAY 5, 2016

STRUCTURAL CONDITION EVALUATION
COPPER CLIFF POLICE STORE FRONT

APPENDIX C – FLOOR PLANS





FOUNDATION AND BASEMENT FLOOR PLAN

SCALE: 1/8"=1'-0"

NOTE: DRAWING DIMENSIONS ARE ESTIMATED BASED ON QUANTITY TAKE-OFFS COMPLETED DURING OUR SITE REVIEW. A SURVEY IS REQUIRED FOR MORE ACCURATE DIMENSIONING.



201-289 Cedar St., Sudbury, Ontario, CANADA
 (705) 222 0420 <http://www.a2sa.ca> info@a2sa.ca

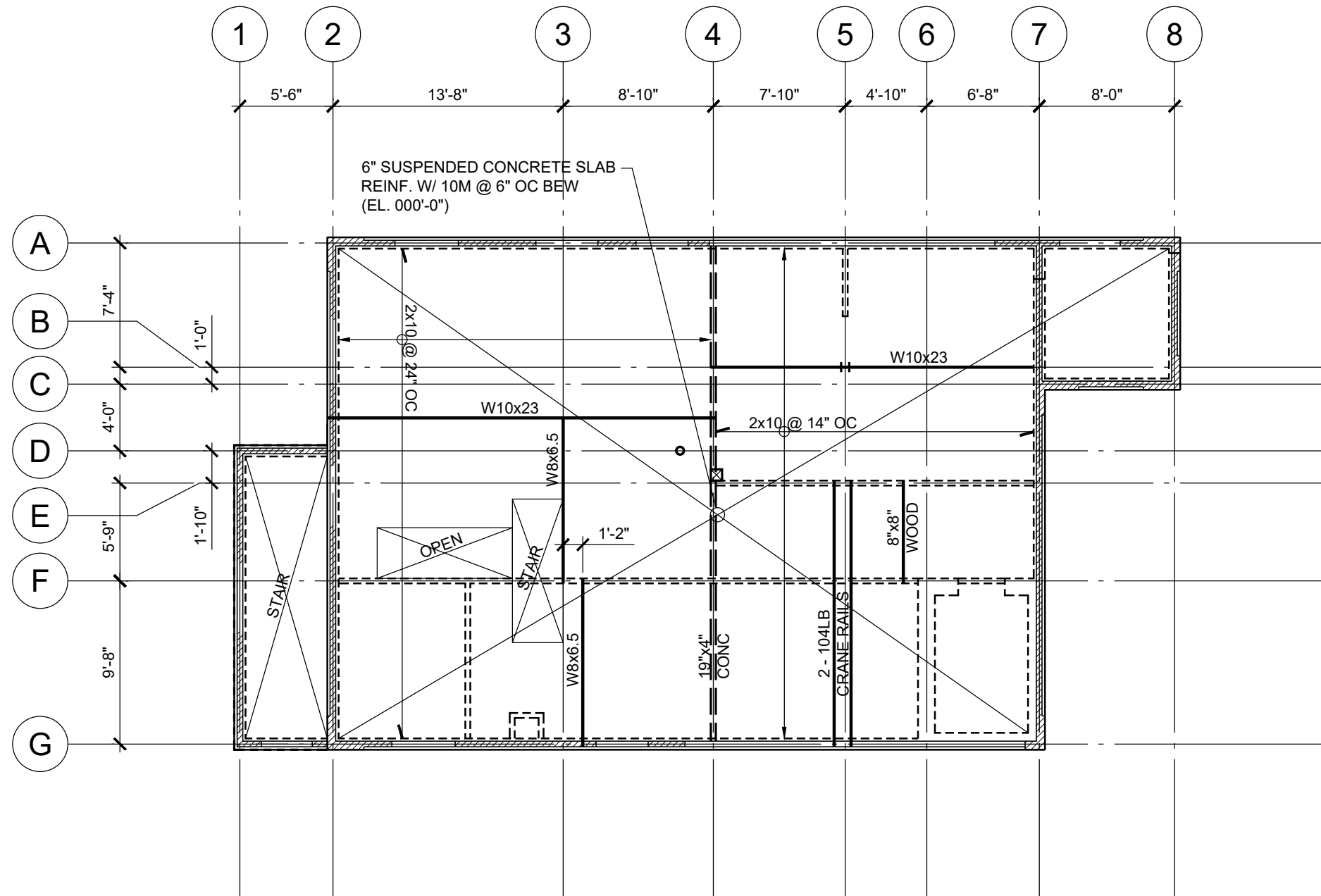
COPPER CLIFF POLICE STORE FRONT
 COPPER CLIFF, ONTARIO

FOUNDATION AND BASEMENT PLAN

DATE: 2016.05.05
 SCALE: 1/8" = 1'-0"
 DRAWN BY: SMC
 CHECKED BY: SMC
 PROJECT NO.: 16006A

DRAWING NO.:

S1



GROUND FLOOR PLAN

SCALE: 1/8"=1'-0"

NOTE: DRAWING DIMENSIONS ARE ESTIMATED BASED ON QUANTITY TAKE-OFFS COMPLETED DURING OUR SITE REVIEW. A SURVEY IS REQUIRED FOR MORE ACCURATE DIMENSIONING.



COPPER CLIFF POLICE STORE FRONT
COPPER CLIFF, ONTARIO

GROUND FLOOR PLAN

| | | |
|--------------|--------------|--------------|
| DATE: | 2016.05.05 | DRAWING NO.: |
| SCALE: | 1/8" = 1'-0" | |
| DRAWN BY: | SMC | |
| CHECKED BY: | SMC | |
| PROJECT NO.: | 16006A | |

S2

MAY 5, 2016

STRUCTURAL CONDITION EVALUATION
COPPER CLIFF POLICE STORE FRONT

APPENDIX D – STEEL INSPECTION REPORT



MISCELLANEOUS INSPECTION REPORT

Inspected For:

A2S Engineering

Inspected by:

Laabs Industries

Sudbury, Ontario

Ph#: {705} 586-2553

Fax: {705} 586-2553

Cell: {705} 918-5227

Email: laabs@fibreop.ca



Date: April 15, 2016

P.O.#: Sam Colizza

Customer WO#: N/A

WO#: 16-0862

Attention: Sam Colizza

Scope

Hardness testing of beams within the Coppertiff Firehall to ascertain age, grade and yield strength.

| Equipment | Method | Surface Condition | Mat'l Prep |
|---|------------------------------------|-------------------|-----------------|
| Leeb Hardness Tester Tester #: L6561 Calibrated on site | Leeb scale converted to Brinell | Bare Metal | Ground & Buffed |

Items Inspected

One beam in the basement indicative of all steel beams observed.

DWG

N/A

Results

1. One beam in the basement was tested for hardness.
2. Based on the hardness results the historical listing of the steel would be S39.
This would put the Tensile strength at 55-65 ksi & the Yield strength at 30 ksi.



Inspected By: _____

Ken Laabs

C.G.S.B. Certified Inspector, Level II

#16548

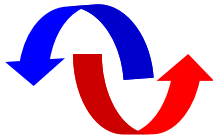
Date: April 15, 2016

MAY 5, 2016

STRUCTURAL CONDITION EVALUATION
COPPER CLIFF POLICE STORE FRONT

APPENDIX E – CONCRETE IMAGING REPORT





Est. 1998
Member ORCGA

R.G. Sutton Inspection Services Inc.

235 Douglas St. – Sudbury – Ontario – P3E 1G2
Office 705-525-1657 - Email scott@suttonservices.ca – Fax 705-566-5795

REPORT
A2S Associates Limited
Copper Cliff Fire Hall
7 Serpentine St. Copper Cliff ON
Concrete Slab Structural Investigation

Apr. 24, 2016

Scope of Work

To investigate and ascertain Structural Reinforcement Layout and Slab Thickness of concrete floor in former truck garage.



Testing Date, Equipment & Method Used

On April 15, 2016 a Conquest Concrete Imaging GPR (Ground Penetrating Radar) was used to image the concrete slab in question. Both line scans and grid scans were used to sample the floor.

Concrete Slab Structural Investigation



Grid Scan 1 Location

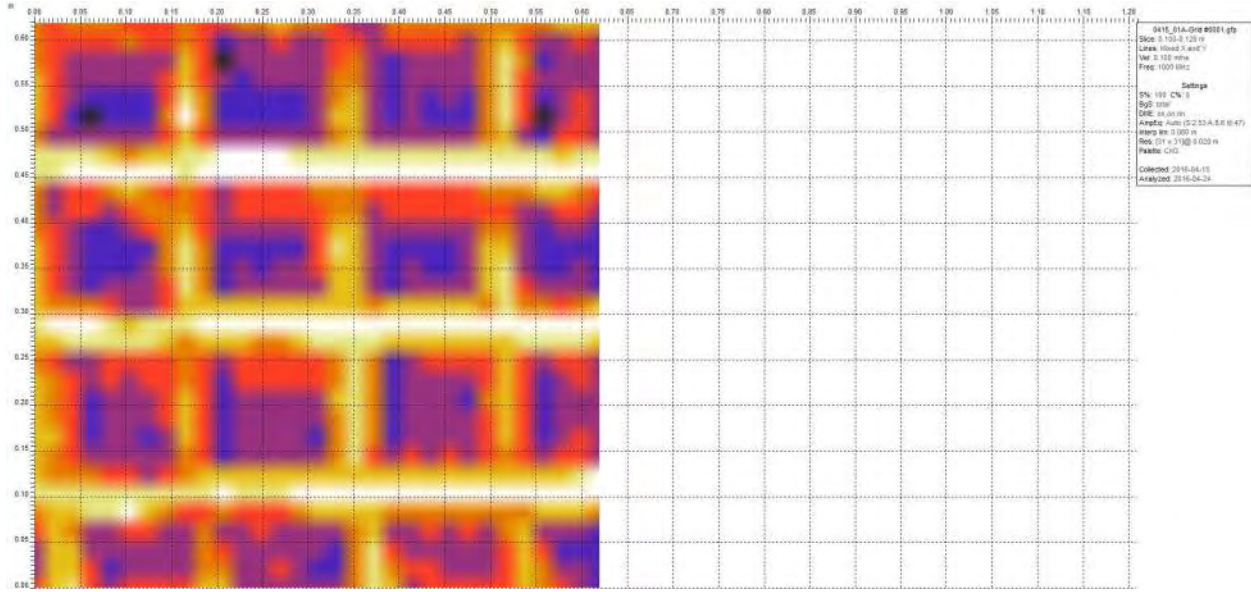


Grid Scan 2 Location

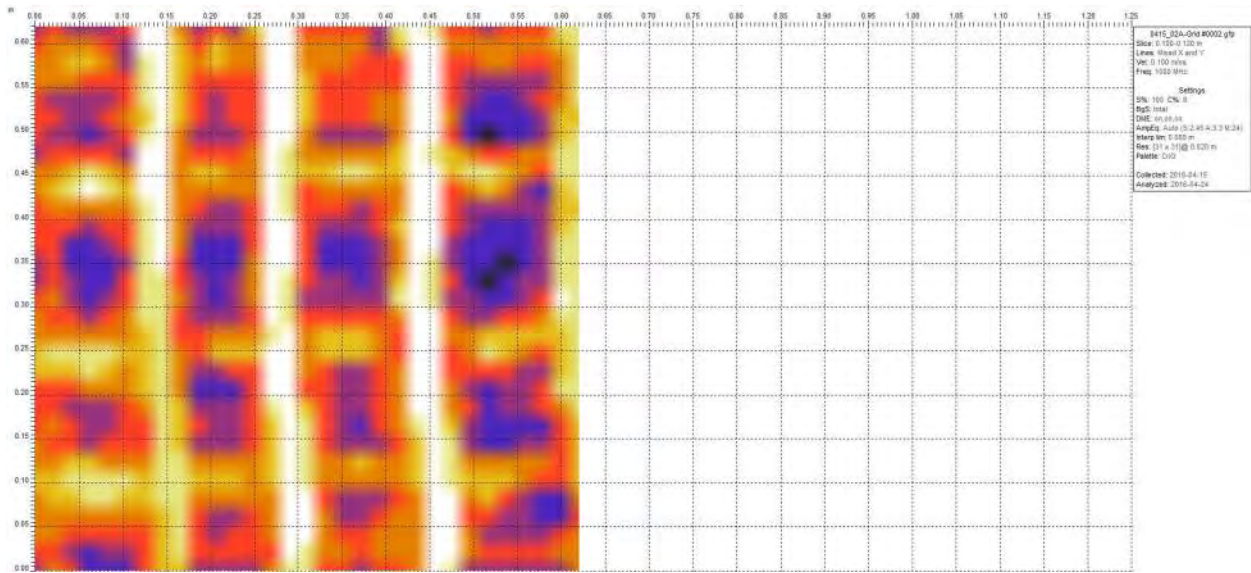
Concrete Slab Structural Investigation

Results of Testing

The inspection confirmed the existence of one layer of small diameter rebar or wire mesh, as well as slab thickness of 150mm.

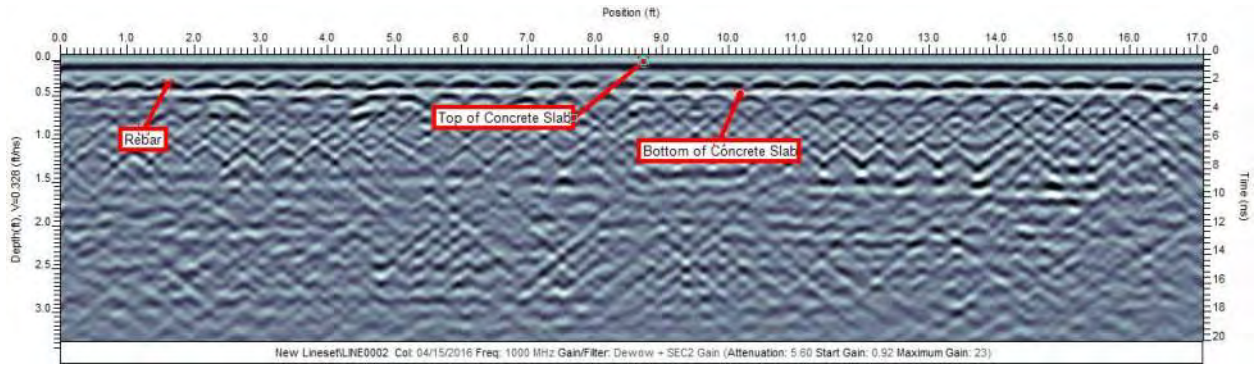


Grid 1

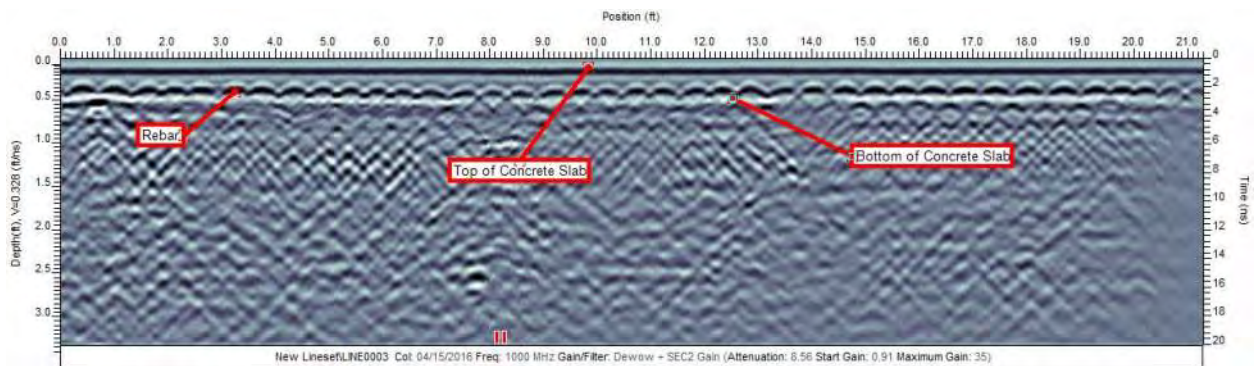


Grid 2

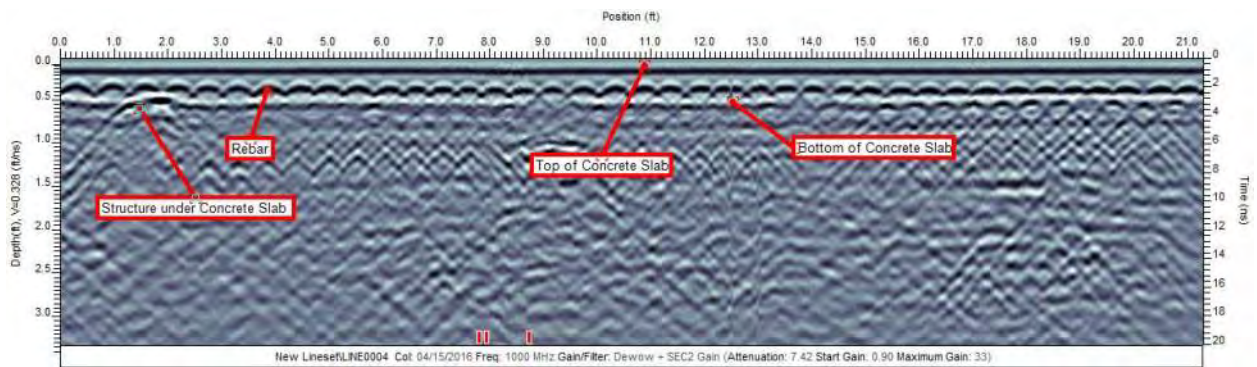
Concrete Slab Structural Investigation



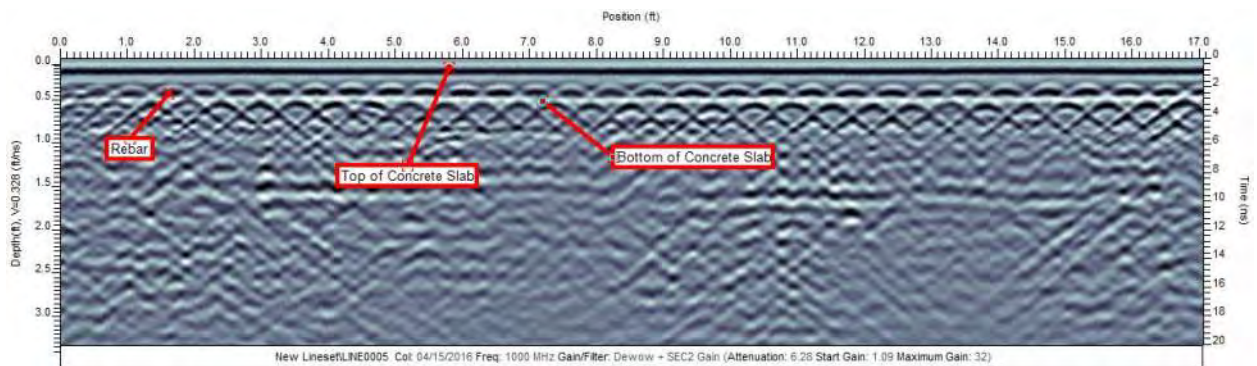
Line 2



Line 3



Line 4



Line 5

Concrete Slab Structural Investigation

Additionally, scans of the basement walls were conducted to confirm the existence of structural reinforcement. These scans did not identify any reinforcement in the concrete.

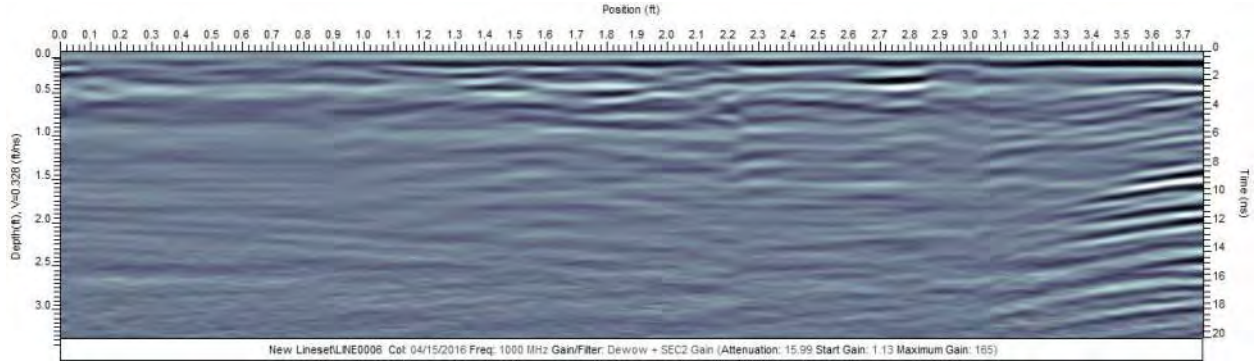


Location of Line Scan 6 & 7

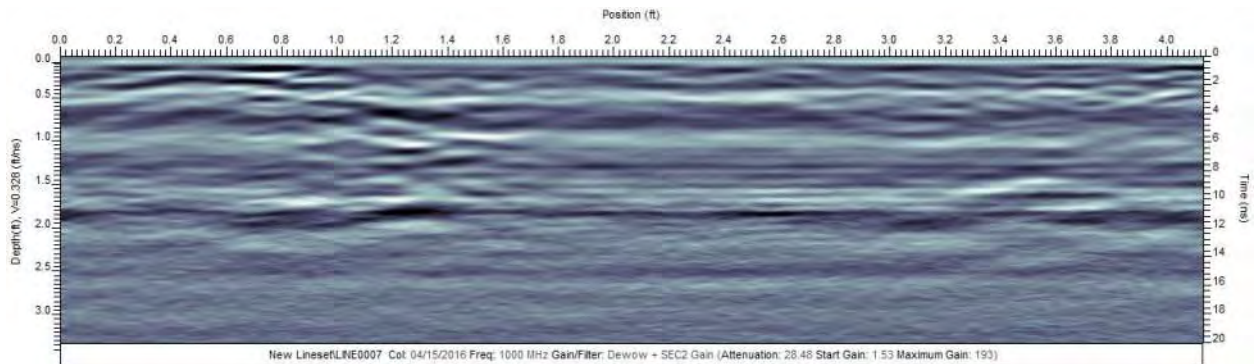


Location of Line Scan 8

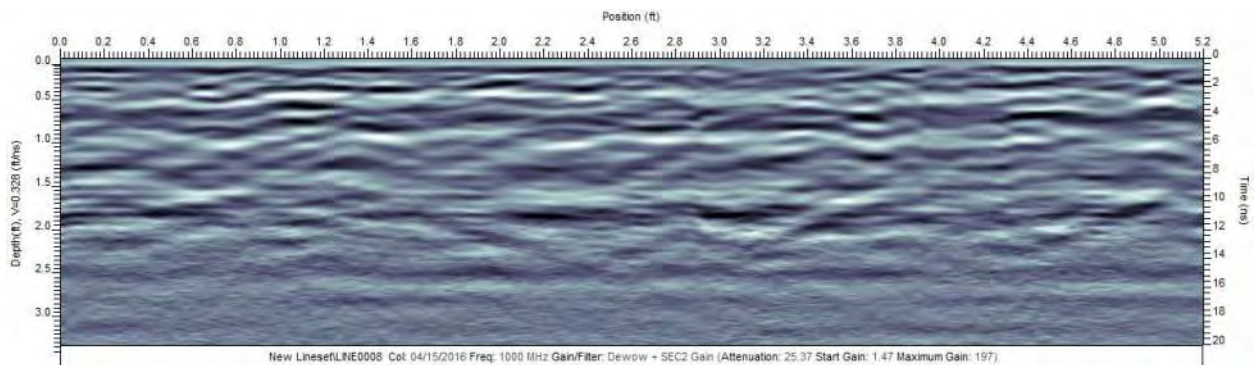
Concrete Slab Structural Investigation



Line Scan 6 Vertical Image



Line Scan 7 Horizontal Image



Line Scan 8 Horizontal Image

Conclusion

In conclusion a single layer of small diameter rebar or wire mesh is present in the former garage floor, however reinforcement is not present in the basement foundation walls.

For **R. G. Sutton Inspection Services Inc.**
Scott Sutton
Operations Manager
File #SS160415-2405

APPENDIX F - LIMITATIONS

“Consultant” in the following document refers to A2S Associates Limited.

- The scope of our work and related responsibilities related to our work are defined in our proposal and Conditions of Assignment.
- Any user accepts that decisions made or actions taken based upon interpretation of our work are the responsibility of only the parties directly involved in the decisions or actions.
- No party other than the Client shall rely on the Consultant’s work without the express written consent of the Consultant, and then only to the extent of the specific terms in that consent. Any use which a third party makes of this work, or any reliance on or decisions made based on it, are the responsibility of such third parties. Any third party user of this report specifically denies any right to any claims, whether in contract, tort and/or any other cause of action in law, against the Consultant (including sub-consultants, their officers, agents and employees). The work reflects the Consultant’s best judgement in light of the information reviewed by them at the time of preparation. It is not a certification of compliance with past or present regulations. Unless otherwise agreed in writing by the Consultant, it shall not be used to express or imply warranty as to the fitness of the property for a particular purpose. No portion of this report may be used as a separate entity; it is written to be read in its entirety.
- Only the specific information identified has been reviewed. No physical or destructive testing and no design calculations have been performed unless specifically recorded. Conditions existing but not recorded were not apparent given the level of study undertaken. Conditions may differ from those observed, which were relied upon to develop our recommendations. Only conditions actually seen during examination of representative samples can be said to have been appraised and comments on the balance of the conditions are assumptions based upon extrapolation. Therefore, this work does not eliminate uncertainty regarding the potential for existing or future costs, hazards or losses in connection with a property. We can perform further investigation on items of concern if so required.
- The Consultant is not responsible for, or obligated to identify, mistakes or insufficiencies in the information obtained from the various sources, or to verify the accuracy of the information.
- No statements by the Consultant are given as or shall be interpreted as opinions for legal, environmental or health findings. The Consultant is not investigating or providing advice about pollutants, contaminants or hazardous materials.
- The Client and other users of this report expressly deny any right to any claim against the Consultant, including claims arising from personal injury related to pollutants, contaminants or hazardous materials, including but not limited to asbestos, mould, mildew or other fungus.
- Applicable codes and design standards may have undergone revision since the subject property was designed and constructed. As an example, design loads (such as those for temperature, snow, wind, rain, seismic, etc.) and the specific methods of calculating the capacity of the systems to resist these loads may have changed significantly. Unless specifically included in our scope, no calculations or evaluations have been completed to verify compliance with current building codes and design standards.
- Time frames given for undertaking work represent our opinion of when to budget for the work. Failure of the item, or the optimum repair/replacement process, may vary from our estimate. This opinion is therefore given as a reasonable average approximation rather than a specific prediction.
- Qualified design professionals are required to perform additional evaluation (as necessary), design and general review during construction when carrying out the recommendations included in this report. Ongoing

monitoring is required to confirm that repair or renewal measures are successful and to identify for changing conditions that would require increased levels of intervention or different repair / renewal strategies.

- Qualified contractors are required to implement any recommendations included in this report.
- Failure to implement the recommendations included in this report and/or failure to maintain building components appropriately could lead to ongoing and accelerated deterioration that may lead to unsafe conditions developing.
- Budget figures are our opinion of a probable current dollar value of the work and are provided for approximate budget purposes only. Accurate figures can only be obtained by establishing a scope of work and receiving quotes from appropriate contractors.

'AMENDED' Agreement of Purchase and Sale

Purchaser(s): _____
Agrees to purchase from

Vendor: City of Greater Sudbury
the following

Real Property:
municipally known as 7 Serpentine Street, Copper Cliff

being described as: PIN 73599-0173(LT), SRO, Lot 79, Plan M-1025, Township of McKim, City of Greater Sudbury (the "Property")

in an "as is/where is" condition
for a

Purchase Price of -- _____ -- 00/100 Dollars (CDN \$ _____)
together with Harmonized Sales Tax (HST).

Deposit:

The Purchaser submits with this offer ----- Five Thousand ----- 00/100 Dollars (CDN \$5,000.00) by cash or certified cheque payable to City of Greater Sudbury to be credited toward the Purchase Price on closing of this transaction, or returned to the Purchaser without interest or deduction, if the transaction fails to close through no fault of the Purchaser. The Purchaser agrees to pay to the Vendor on closing, the balance of the purchase price by certified cheque, subject to adjustments provided for in this agreement.

1. **HST in Addition to Purchase Price:** The Purchaser agrees to pay to the Vendor on closing, in addition to the Purchase Price any applicable HST on the Purchase Price, or in the alternative, shall deliver on closing evidence satisfactory to the Vendor's solicitor that the Purchaser is an HST registrant and will be on Closing, and an Undertaking to Remit any applicable HST and to Indemnify the Vendor for failure to do so, prepared in the Vendor's standard form. The Purchaser authorizes the Vendor to verify with the Canada Revenue Agency, the Purchaser's HST registration status and the Purchaser's HST registration number. The Purchaser agrees to provide to the Vendor any further written authorizations or directions that may be required, in order for the Vendor to obtain this information.

2. **Council Approval - Condition:** (1) The Purchaser acknowledges and understands that any execution of this Agreement by the Director of Assets and Fleet Services for the City of Greater Sudbury on behalf of the Vendor is expressly conditional upon the Council for the City of Greater Sudbury approving the Offer and does not bind the Vendor unless the necessary approvals are granted by way of recommendation/resolution or By-law on or before 11:59 p.m. on the day of _____, 2022. If this condition is not satisfied by the date specified, this Agreement shall be at an end, the Purchaser's deposit shall be returned to him without interest or deduction and neither party shall have any further obligation to the other respecting this Agreement.

(2) **Notice – Re-Occupying:**

- a) The Purchaser acknowledges being advised that prior to re-occupying the building all safety issues must be addressed to the satisfaction of the City's Chief Building Official, including but not limited to any identified in the Structural Condition Evaluation Report prepared by A2S Consulting Engineers dated May 5, 2016.
- b) The Purchaser understands and agrees that the Property is being sold 'as is' and the City will not be correcting, remedying or providing any adjustment or credit to the Purchase Price with respect to any deficiencies identified in the Structural Condition Evaluation Report prepared by A2S Consulting Engineers dated May 5, 2016; any other safety issues not identified in the Report or any other matters pertaining to the condition of the Property or any part thereof. The Purchaser understands that upon becoming owner of the Property, the Purchaser will be responsible for obtaining a building permit and addressing any building safety issues to the satisfaction of the City's Chief Building Official and any other matters related to the Property prior to re-occupancy.

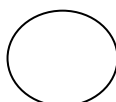
3. **Purchaser's Conditions:** This Agreement is conditional upon compliance with or waiver of each of the conditions set out in Schedule 'B' for the benefit of the Purchaser, on or before the date specified in Schedule 'B' or such other date as may be agreed to by the parties failing which and provided always that the Purchaser has acted in good faith, this Agreement shall be null and void and the Purchaser's deposit returned to the Purchaser without interest or deduction and Vendor shall not be liable for any costs or damages. The Purchaser's only right and remedy shall be such right of termination.

4. **Sale As Is/Where Is Condition:** (1) The Purchaser acknowledges and agrees that:

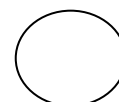
- a) this Property is being sold by the Vendor in an 'as is / where is' condition, without representations or warranties of any kind, either expressed or implied as to the condition or functionality of any aspect of the Property (including the soil, the subsoil, the ground and surface water or any other environmental matters), any building or facility thereon, or the uses that may be made of the Property or as to any other matters respecting the site whatsoever.
- b) the Purchaser has been advised to satisfy itself as to all matters related to the Property and its intended use.
- c) the Purchaser buys at its own risk and accepts and shall be responsible for the condition of the Property free of any claim against the City.
- d) the boiler system to the building has been disconnected, the Vendor makes no representation that it can be reconnected, a new heating system may be required.
- e) the Purchaser has been advised of the Property's Heritage Status

(2) The Purchaser hereby agrees to indemnify and save harmless the Vendor from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards,

Purchaser(s)' initials



Vendor(s)' initials



including awards of costs that may arise as a result of the condition of the Property, any order issued in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property whether the condition of the Property arose before or after Closing.

(3) Each of sections 4.(1) and 4.(2) shall not merge on closing but shall survive the closing of this transaction and shall be a continuing obligation of the Purchaser without need to provide further documentation to substantiate this intent.

(4) The Purchaser acknowledges that the Vendor has agreed to a sale price which reflects the limitations set out in this Agreement. The Vendor will not and will not be required to make adjustments to the Purchase Price for any matter except as expressly provided for in this Agreement

5. **Acknowledgements:** (1) The Purchaser further acknowledges that prior to signing this Agreement it has had an opportunity to and has been advised:

- a) to inspect the Property;
- b) to make all appropriate enquiries, including enquiries of the City, Ministries, other agencies or persons;
- c) to review and consider information about the Property made available by the City, including without limitation, the information disclosed in the Selling Information Sheet, the Structural Condition Evaluation Report, prepared by A2S Consulting Engineers dated May 5, 2016;
- d) to conduct searches; and
- e) to consult with and take advice from its advisors on all matters pertaining to the proposed purchase of the Property, information disclosed by the City or otherwise available in public records pertaining to the Property and as to appropriate conditions to include in this Agreement.

(2) The Purchaser acknowledges and agrees that any information provided by the Vendor, any comments made by the Vendor's staff and any plans or drawings or other information that may have been provided by the Vendor or the Vendor's staff including without limitation the Selling Information sheet, the Structural Condition Evaluation Report, prepared by A2S Consulting Engineers dated May 5, 2016, is for the purpose of assisting the Purchaser to make its own enquiries and the Purchaser relies on such information at its own risk. The Vendor makes no representations or warranties about and takes no responsibility for the accuracy or completeness of any such information provided for the assistance of the Purchaser.

(3) The Purchaser is advised to make its own independent investigations and enquiries to determine if the Property is suitable for its needs.

(4) The Purchaser understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor, subject to compliance with any conditions herein.

6. Condition – Easement back to the City on Closing: It is a condition of Closing that the Purchaser transfer to the City, immediately after the transfer of the Property and in priority to any mortgage or other encumbrance, an easement in favour of the City, in its standard form. The easements will be located along the west property line, and over the south east corner, in the general location as shown as Schedule 'A', and to be more particularly defined by reference plan to be prepared by the City at its cost. The Purchaser will bear all the costs of registration of the easement. Where such costs are incurred by the City, the City may adjust in favor of the City for such costs on the Statement of Adjustment.

7. Taxes: The Purchaser acknowledges being advised and understands that although the Property is not currently subject to real property taxes, real property taxes will be assessed upon the acquisition of the Property by the Purchaser. The Purchaser agrees to assume any local improvement levies assessed against the Property.

8. Chattels: The following Chattels are included in the Purchase Price: NONE

9. Fixtures: The following fixtures are excluded from the Purchase Price: NONE

10. Rental Equipment: The following equipment is rented and NOT included in the Purchase Price. The Purchaser agrees to assume the rental contract(s) if assumable and otherwise to make his own arrangements: NONE.

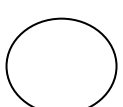
11. Irrevocability: This Offer shall be irrevocable by the Purchaser until 4:30 p.m. on the day following the granting of any necessary approvals as identified in section 2 of this agreement, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

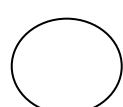
12. Completion Date: This Agreement shall be completed by no later than 4:30 p.m. on the _____ day of _____, 2022, or such other date as may be agreed to by the parties in writing. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

13. Title Search: Purchaser shall be allowed until 6:00 p.m. on the 5th day before closing (Requisition Date) to examine the title to the property at his own expense and to satisfy himself there are no outstanding work orders or deficiency notices affecting the property.

14. Future Use: The Purchaser acknowledges and agrees that the Vendor has made no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful and that as Purchaser, it has been advised to investigate zoning of the Property and satisfy itself that its intended use is permitted.

15. Title: Provided that the title to the Property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land including but not limited to smoke easements and restrictive covenants pertaining to smoke easements, providing that such are complied with and except for any easements

Purchaser(s)' initials 

Vendor(s)' initials 

to public utilities. If within the time allowed for examining the title any valid objection to title, which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, notwithstanding any intermediate act or negotiations in respect of such objections, this Agreement shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. The Purchaser's only right and remedy shall be such right of termination. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

16. **Electronic Registration:** 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 any amendments thereto, each of the parties shall retain a lawyer to act on its behalf. The Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the 'Requisite Deliveries') and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and to 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.

17. **Documents and Discharge:** The Purchaser 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 Vendor. The Vendor will not and will not be required to deliver any declarations as to any matter pertaining to the Property.

18. **Inspection:** The Purchaser 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 the Purchaser and the Vendor.

19. **Planning Act:** This Agreement is subject to compliance with the Planning Act, R.S.O. 1990, c. P.13. The Purchaser shall not call upon the Vendor and neither the Vendor nor the Vendor's solicitor shall be required to complete Planning Act Statements in the electronic Transfer/Deed of Land.

20. **Closing Deliverables by City:** (1) On Closing the Vendor will deliver only:
a) vacant possession of the Property and keys for same;
b) an electronic Transfer, duly signed and released for registration and a discharge of any charge/mortgage and other encumbrance on title;
c) statement of adjustments;
d) an undertaking, specified to survive Closing, to pay utilities to the date of closing to re-adjust the statement of adjustments, if necessary, upon written demand; and
e) a direction regarding payment of funds.

(2) The Transfer / Deed shall save for the Land Transfer Tax Affidavit be prepared in registerable form at the expense of the Vendor. All registration costs and other costs associated with effecting the transfer pursuant to this agreement shall be borne by the Purchaser.

21. **Time Limits:** Time shall in all respects be of the essence herein 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 Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.

22. **Tender:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. The parties shall make a person available for tender in the City of Greater Sudbury 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.

23. **Agreement in Writing:** If there is conflict or discrepancy, between any provisions 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 Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

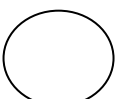
24. **Successors and Assigns:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

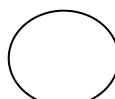
25. **Assignment:** This agreement shall not be assigned by the Purchaser without prior written consent of the Vendor, which consent may be refused, or given subject to conditions.

26. **Real Estate Commission:** The Purchaser shall be responsible for any commission to any real estate agent retained by him and payable as the result of this agreement. The Vendor represents and warrants that it has not retained any real estate agent in regard to this property.

27. **Gender and Number:** In this agreement, the use of the singular number includes the plural and vice versa and the use of any gender includes all genders.

28. **Counterparts and Scanned Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and each of which taken together shall be deemed to constitute one and the same instrument.

Purchaser(s)' initials 

Vendor(s)' initials 

The Agreement and Counterparts may be executed either in original and delivered or may be signed and scanned in PDF format and forwarded by e-mail or may be signed and forwarded by facsimile from any party and the parties to this Agreement adopt any signatures received by receiving telecopier machine or in PDF format, forwarded by e-mail scanned as original signatures of the forwarding party or parties.

Corporate Signing Clause:

In Witness whereof the Purchaser has signed this Agreement by its duly authorized signing officers in that regard.

Dated at Sudbury, this ____ day of _____, 2022.

Per:

Print Name, Title

Print Name, Title

I/We have authority to bind the corporation.

Individual(S) Signing Clause:

In Witness whereof the Purchaser has signed this Agreement

Dated at Sudbury, this ____ day of _____, 2022, in the presence of

Witness:

Name: _____ (LS) Date: _____

Name: _____ (LS) Date: _____

In Witness whereof the Vendor has signed this Agreement by its duly authorized signing officers in that regard.

Dated at Sudbury, this ____ day of _____, 2022.

City of Greater Sudbury

Per:

Director of Assets and Fleet Services

Acceptance conditional upon approval by Council for the City of Greater Sudbury as specified in the Agreement.

Address for Service

Vendor's Address for Service: 200 Brady Street, Box 5000,
Stn. A, Sudbury ON P3A 5P3, Attention: Real Estate Section
Tel No.: (705) 671-2489 - Real Estate Section
FAX: N/A

Vendor's Lawyer: City Legal Services
Tel No.: (705)-671-2489 - Legal Services
FAX: (705)-673-1651

Purchaser's Address for Service: _____

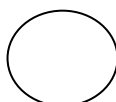
Tel. No.: (705) _____ Fax: _____

Purchaser's Lawyer: _____

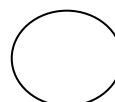
Address: _____

Tel. No.: (705) _____ Fax: (705) _____

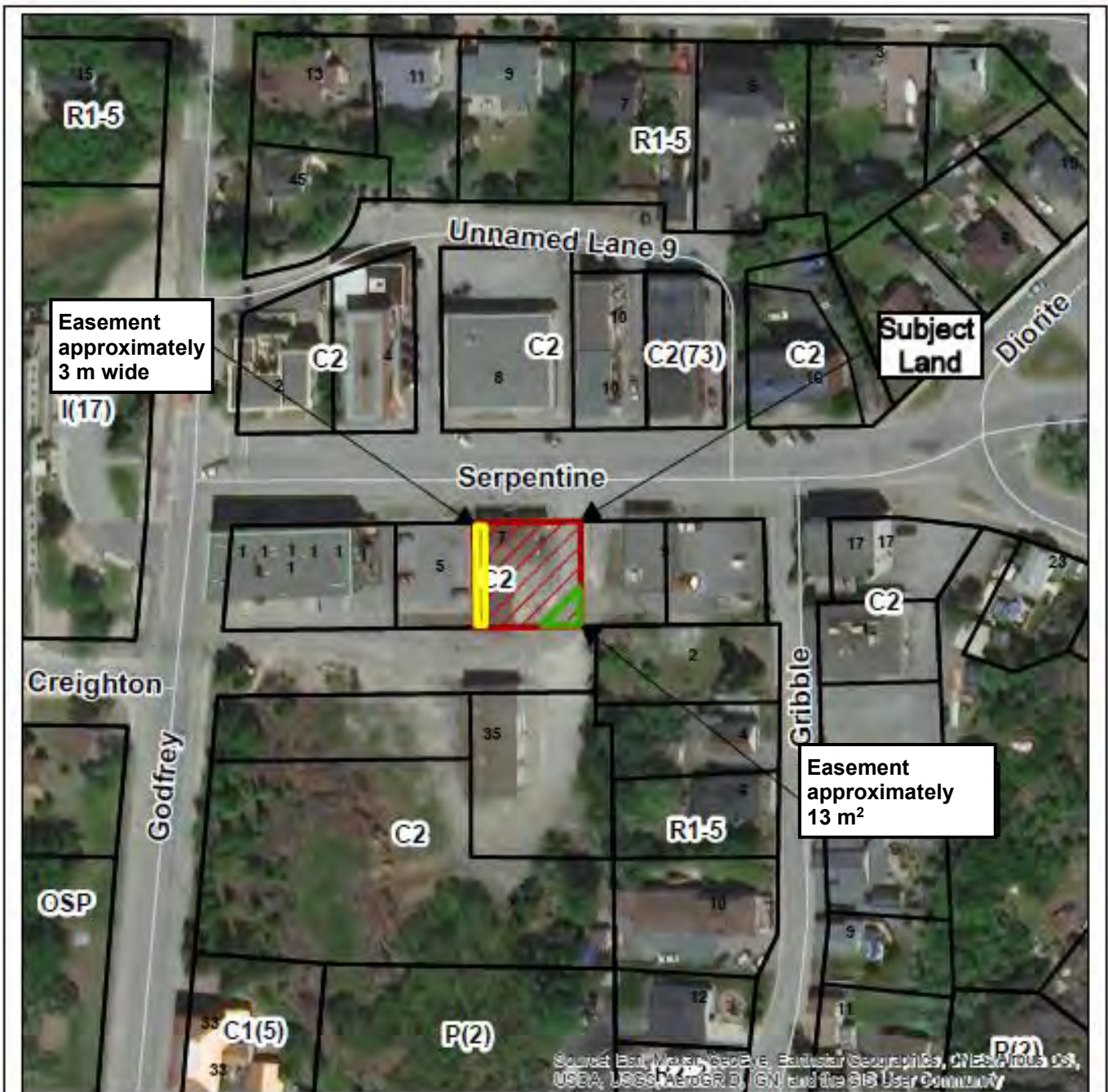
Purchaser(s)' initials



Vendor(s)' initials

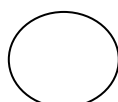


Schedule 'A'



| | |
|--|------------------|
| <p>7 Serpentine Street, Copper Cliff</p> | |
| <p>PIN 73599-0173, Lot 79. Plan M-1025, Lot 12, Concession 2, Township of McKim, City of Greater Sudbury</p> | |
| NTS | Date: 2022-03-04 |

Purchaser(s)' initials



Vendor(s)' initials

