

EXIT AGREEMENT

This Agreement, dated July 8, 2021 (the “Exit Agreement”), is made by and between:

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON
THE CORPORATION OF THE TOWNSHIP OF CALVIN
THE CORPORATION OF THE TOWN OF MATTAWA
THE CORPORATION OF THE TOWNSHIP OF MATTAWAN

(the “Exiting Parties”)

OF THE FIRST PART

AND

THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST

(“Cassellholme Board”)

OF THE SECOND PART

AND

THE CORPORATION OF THE CITY OF NORTH BAY
THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS
THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN
THE CORPORATION OF THE TOWNSHIP OF BONFIELD
THE CORPORATION OF THE TOWNSHIP OF CHISOLM
THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON
THE CORPORATION OF THE TOWN OF MATTAWA
THE CORPORATION OF THE MUNICIPALITY OF CALVIN
THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

(“the Municipalities”)

OF THE THIRD PART

WHEREAS the Municipalities are entitled to nominate board members to the Cassellholme Board;

AND WHEREAS the lands and buildings located at 400 Olive St., North Bay, ON (“Cassellholme”) are controlled, funded and operated through the Cassellholme Board ;

AND WHEREAS each of the Municipalities have individually (as approved in Municipal Council Resolutions in 2017) agreed to allow the Exiting Parties to withdraw their respective participation

in the Cassellholme Board to end their relationship with Cassellholme (subject to the final approval by the Province of Ontario and in accordance with the provisions of any such approval) to allow the Exiting Parties to participate in and support the Algonquin Nursing Home (now known as *La Maison des Aînés de Mattawa Seniors Living*) in the place and stead of Cassellholme.

AND WHEREAS The Corporation of the City of North Bay, The Corporation of the Municipality of East Ferris, The Corporation of the Township of South Algonquin, The Corporation of the Township of Bonfield and The Corporation of the Township of Chisholm would remain with and provide their continued support to the Cassellholme Board as more particularly set out in Schedule “A” (2017 Resolutions of the Municipalities) and Schedule “B” (Capital Replacement Costs for each Municipality) attached hereto.

AND WHEREAS each of the Exiting Parties have elected to exit its relationship with the Cassellholme Board upon being approved by the Province of Ontario to do so;

AND WHEREAS under Schedule 4 of Ontario Regulation 79/10 of the Long-Term Care Homes Act, 2007 lists the municipalities within The Board of Management for the District of Nipissing East;

AND WHEREAS prior to being permitted to exit from the Cassellholme Board, Schedule 4 of Ontario Regulation 79/10 of the Long-Term Care Homes Act, 2007 will require an amendment or replacement by the Province of Ontario to remove the Exiting Parties from it and to create a new schedule for the Exiting Parties.

NOW THEREFORE, in consideration of the premises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **THAT** the Municipalities agree that the Exiting Parties, subject to the provisions herein contained, and subject to the final approval of the Province of Ontario, that the Exiting Parties shall be relieved of any further obligations in relation to the Cassellholme Board upon the approval of the Province of Ontario, and subject to any financial commitments required to be maintained by them in relation to the Infrastructure Ontario’s financing and mortgage terms. Subsequent to all obligations having been met, the Municipalities and Cassellholme Board shall release, waive and forever discharge the Exiting Parties from any and all obligations, duties or liabilities in relation to the Cassellholme Board save and except for those obligations specifically referred to herein.
2. **THAT** the Municipalities and Cassellholme Board agree that the Province of Ontario, if thought reasonable and advisable in its absolute discretion, shall amend and remove the Exiting Parties from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long-Term Care Homes Act, 2007 such that the Exiting Parties shall have their own schedule in relation to

the Algonquin Nursing Home (now known as *La Maison des Aînés de Mattawa Seniors Living*).

3. THAT, until such time as the Exiting Parties have been fully and finally released from their respective obligations in accordance with the terms contained herein, the Exiting Parties shall be provided with reasonable and regular disclosure in relation to all building construction information, summaries of costings, and other financial information pertaining to the Cassellholme redevelopment project (the Cassellholme Redevelopment Project”).
4. THAT the Exiting Parties will resign their seats on the Cassellholme Board upon Ontario Regulation 79/10 of the Long-Term Care Homes Act, 2007 being amended by the Province of Ontario.
5. THAT this Exit Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument.
6. THAT this Exit Agreement shall enure to the benefit of and be binding on all Parties and their respective administrators, successors, and permitted assigns.
7. THAT failure of any Party to assert any of its rights under this Exit Agreement shall not be construed as a waiver thereof.
8. THAT no amendment, modification or supplement to this Exit Agreement, or waiver of any provision or right hereunder by any party hereto, shall be effective unless in writing and executed by the parties hereto. This Exit Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
9. THAT this Exit Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
10. THAT the Exiting Parties have agreed to pay their respective proportionate share of the capital costs of the Cassellholme Redevelopment Project payable to The Board of Management for the District of Nipissing East, for the minimum duration of five (5) years, as more particularly set out in Schedule “C” attached hereto.
11. THAT the Exiting Parties shall have pay their respective operating levies until the later of (i) the date upon which the Cassellholme Redevelopment Project has been fully completed with an occupancy certificate being granted or (ii) the date upon which the Province of Ontario has approved the removal of the Exiting Parties from Schedule 4 to Ontario Regulation 79/10 of the Long-Term Care Homes Act, 2007.

12. THAT the Exiting Parties shall pre-pay the net present value of their respective share of Cassellholme Redevelopment Project costs prior to exiting.

13. THAT the Exiting Parties shall pre-pay the net present value of their respective share of the provincial portion of the debt and make satisfactory arrangements with Cassellholme or be a signatory to the guarantee and related documentation required by Infrastructure Ontario in order to finance the Cassellholme Redevelopment Project.

14. THAT the Exiting Parties agree to pay their respective share of any extras in the capital costs that occur or arise during the Cassellholme Redevelopment Project.

15. THAT the Exiting Parties shall continue to pay any other amount apportioned to it by the Cassellholme Board pursuant to Sections 125, 126 and 127 of the Long-Term Care Homes Act, 2007 until fully released by the Province of Ontario.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the affixing of their Corporate Seals attested by the signatures of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

By The Township of Papineau-Cameron on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE MUNICIPLAITY OF CALVIN

By The Municipality of Calvin on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE TOWN OF MATTAWA

By The Town of Mattawa on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE MUNICIPALITY OF MATTAWAN

By The Municipality of Mattawan on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE CITY OF NORTH BAY

By The City of North Bay on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

By The Municipality of East Ferris on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

By The Township of South Algonquin on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE TOWNSHIP OF BONFIELD

By The Township of Bonfield on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE CORPORATION OF THE TOWNSHIP OF CHISOLM

By The Township of Chisolm on the _____ day of _____, 2021

By By-Law # _____

MAYOR

CAO/CLERK-TREASURER

THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST (Cassellholme
East Nipissing District Home for the Aged)

By The Board of Management For the District of Nipissing on the _____ day of _____,
2021

By Motion # _____

CHAIRPERSON

CEO

Schedule “A”

2017 Resolutions of the Municipalities Approving the Cassellholme Redevelopment Project
(2017)

See [Attached](#)

DRAFT

Schedule "A" to the Exit Agreement

The Corporation of the Township of Papineau-Cameron
P.O. BOX 630, #4851 HIGHWAY 17, MATTAWA, ON POH 1V0

DATE: March 7, 2017 RESOLUTION NUMBER: 2017-46

MOVED BY: Shelley Belanger SECONDED BY: Jean Claude Boulanger

THAT the report entitled "Respecting & Responding to Seniors in the North", be received;

THAT the Township of Papineau-Cameron agrees to support the creation, through legislation, a rural District to include The Municipality of Mattawan, The Town of Mattawa, The Township of Papineau-Cameron and the Municipality of Calvin and;

THAT The Municipality of Mattawan, The Town of Mattawa, The Township of Papineau-Cameron and The Municipality of Calvin, respectively, provincially required levy be directed to Algonquin Nursing Home, now known as La Maison des Aînes de Mattawa Seniors Living;

THAT The Township of Papineau-Cameron, agree to support the creation of an urban District to include The City of North Bay, The Municipality of East Ferris, The Township of South Algonquin, The Township of Bonfield, and The Township of Chisholm, and that their provincially legislated levy remain with Casselholme at the rate identified in Table 1 in Appendix A;

THAT The Township of Papineau-Cameron support the change in governance proposed that would realize more representation from member municipalities and the addition of a Cultural Representation as noted in Table 2 of Appendix B;

THAT The Township of Papineau-Cameron, as a consequence of leaving the district agrees to fund their portion of the Capital Replacement costs. The amount will be set upon awarding the contract to the preferred contractor. This amount will be secured by way of a diminishing Letter of Credit until such time as the full amount is paid to Casselholme. Should The Township of Papineau-Cameron, chose to pay their capital contribution over an extended time period, the cost associated with financing their share will be added to the capital contribution. The percentage of the contribution is based on the existing Act. The estimated amount is presented in Table 3 of Appendix C;

AND THAT The Township of Papineau-Cameron, continue to support the operation of Casselholme until a Development Agreement is executed by the Province of Ontario and the Board of Management of Casselholme.

CARRIED: Robert Corriveau NOT CARRIED: _____
(Mayor) (Mayor)

Recorded Vote (Upon Request of Councillor ALVINA NEELT) Section 246 (1) Municipal Act

RECORDED DIVISION VOTE	YES Signature	NO Signature
Mayor Robert Corriveau	<u>Robert Corriveau</u>	
Councillor Shelley Belanger	<u>Shelley Belanger</u>	
Councillor Laurier Therrien	<u>Laurier Therrien</u>	
Councillor Jean Claude Boulanger	<u>Jean Claude Boulanger</u>	
Councillor Alvina Neelt		<u>Alvina Neelt</u>

RECORDED VOTE - RESOLUTION CARRIED: Robert Corriveau

RECORDED VOTE - RESOLUTION NOT CARRIED: _____

Schedule “B” - Capital Replacement Costs

See attached

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Schedule "B" to the Exit Agreement
THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST
(Cassellholme East Nipissng District Home for the Aged)

Capital Replacement Costs

Land and Associated Development Costs			
Land	\$		-
Soils and Environmental	\$		-
Planning	\$		-
Zoning and Approvals	\$		-
Hard Construction Costs			
Hard Construction	\$	101,580,600.00	
Demolition	\$		-
Soft Construction Costs			
Architecture and Engineering Services	\$	5,368,263.00	
Legal Services	\$	200,000.00	
Project Management Services	\$	700,000.00	
Accounting Services	\$	160,000.00	
Other Consultants	\$	768,670.00	
Surveying	\$	175,000.00	
Development Charges	\$	-	
Approvals, Inspections and Permits	\$	-	
Municipal Levies, Charges and Building Permits	\$	25,000.00	
Property Taxes During Construction	\$	-	
Insurance and Bonding	\$	-	
Pre-Opening Expenses - Commissioning	\$	-	
Financing Fees	\$	50,000.00	
HST (net of rebates)	\$	1,914,397.00	
Contingency	\$	4,267,418.00	
Other Costs			
Interest Expenses During Construction	\$	2,690,042.00	
FF&E	\$	4,000,000.00	
TOTAL PROJECT COST	\$	121,899,390.00	
LESS Invested prior to completion	-\$	9,300,000.00	
LESS Provincial Grant Funds			
	Interest	Present Value	
Up Front	6,579,672	6,579,672	
\$2,209,535 per year for 25 years	55,238,375	-16,288,676	38,949,699
Total Grant	61,818,047		45,529,371
		-\$	45,529,371.00
TOTAL TO BE PAID BY MUNICIPALITIES		\$	67,070,019.00
MUNICIPALITY CONTRIBUTIONS			
	Operating Levy %		
North Bay	79.84%	\$	53,548,703.17
East Ferris	7.45%	\$	4,996,716.42
South Algonquin	3.28%	\$	2,199,896.62
Bonfield	3.07%	\$	2,059,049.58
Papineau-Cameron	1.66%	\$	1,113,362.32
Chisholm	1.56%	\$	1,046,292.30
Calvin	1.44%	\$	965,808.27
Mattawa	1.39%	\$	932,273.26
Matawan	0.31%	\$	207,917.06
	100.00%	\$	67,070,019.00

Schedule "C"

~~[The Corporation of the Township of Papineau-Cameron (1.66% of Proportionate share of capital costs of the Cassellholme Redevelopment project)~~

~~a) twenty percent (20%) of the value of the proportional share owed by The Corporation of the Township of Papineau-Cameron on or before one (1) year from the date of signing this exit agreement.~~

~~b) twenty percent (20%) of the value of the proportional share owed by The Corporation of the Township of Papineau-Cameron on or before one (1) year from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~c) twenty percent (20%) of the value of the proportional share owed by The Corporation of the Township of Papineau-Cameron on or before two (2) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~d) twenty percent (20%) of the value of the proportional share owed by The Corporation of the Township of Papineau-Cameron on or before three (3) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~e) twenty percent (20%) of the value of the proportional share owed by The Corporation of the Township of Papineau-Cameron on or before four (4) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~The Corporation of the Municipality of Calvin (1.44% of Proportionate share of capital costs of the Cassellholme Redevelopment project))~~

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~~a) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Municipality of Calvin on or before one (1) year from the date of signing this exit agreement.~~

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~~b) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Municipality of Calvin on or before one (1) year from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~c) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Municipality of Calvin on or before two (2) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~d) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Municipality of Calvin on or before three (3) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~e) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Municipality of Calvin on or before four (4) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

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~~The Corporation of the Town of Mattawa (1.39% of Proportionate share of capital costs of the Cassellholme Redevelopment project))~~

~~a) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Town of Mattawa on or before one (1) year from the date of signing this exit agreement.~~

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~~b) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Town of Mattawa on or before one (1) year from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR~~

~~THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~e) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Town of Mattawa on or before two (2) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~d) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Town of Mattawa on or before three (3) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~e) — twenty percent (20%) of the value of the proportional share owed by The Corporation of the Town of Mattawa on or before four (4) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~The Corporation of the Municipality of Mattawan (0.31% of Proportionate share of capital costs of the Cassellholme Redevelopment project))~~

~~a) — twenty percent (20%) of the value of the proportional share owed by The Municipality of Mattawan on or before one (1) year from the date of signing this exit agreement.~~

~~b) — twenty percent (20%) of the value of the proportional share owed by The Municipality of Mattawan on or before one (1) year from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~e) — twenty percent (20%) of the value of the proportional share owed by The Municipality of Mattawan on or before two (2) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

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~~d) twenty percent (20%) of the value of the proportional share owed by The Municipality of Mattawan on or before three (3) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

~~e) twenty percent (20%) of the value of the proportional share owed by The Municipality of Mattawan on or before four (4) years from the Province of Ontario approval date of the amending and removing the Exiting Parties which include the Township of Papineau-Cameron, the Municipality of Calvin, the Town of Mattawa, and the Municipality of Mattawan from Schedule 4 THE BOARD OF MANAGEMENT FOR THE DISTRICT OF NIPISSING EAST of Ontario Regulation 79/10 of the Long Term Care Homes Act, 2007.~~

Commented [CJD3]: This section should be reduced to a spreadsheet which outlines all of the apportionment of payment by way of percentages (and if a dollar amount is required to be inserted, it should be explicitly stated that the dollar amount is based on information known at the time the construction process starts. It should also obligate the parties to pay their apportioned share for any extras in the construction process.

This schedule should be broken into two parts: 1) the first five years with annual payments shown and 2) the remainder of term (20 years) when the loan guarantees are no longer required to be provided by the exiting parties .