

❖ Speaking Out ❖

Volume 1 Issue 10

The Truth Is Mighty And Will Prevail

City Business / Public Interest/ Public Trust

Does Mayor Stevens and Council serve the best interest of the citizens or are they serving a higher power? I am sure that most have heard by now that I have asked for a police probe into the sale of prime commercial city owned land behind Walmart and Home Depot (see survey). The property outlined in black has been sold by the Mayor and council for \$90,058.00 per acre. I arrived at this by dividing \$1,131,040.00 12.558 acres. Now that sounds like a lot of money for most folks but the reality is it is worth almost three times as much. If you look at the survey to the right you will see PART2 which is owned by a developer. I understand that this property was purchased from the city a while back. It is presently listed with Re-max for \$250,000 per acre plus Development Charges of \$2.69 per sq. ft. when built on. Assuming that the builder puts on the maximum size building you can ad an additional \$50,000 to the cost. The 221 service (worth \$20,000) is included in the selling price.

In the agreement of purchase and sale Mayor Stevens and council sold the 12.5 acres of land @ \$90,058.00 per acre and threw in the \$20,000 worth 221 charge and the \$50,000 development charge. End result, because all these costs (\$70,000) which anyone else has to pay are included in the price the land value is only \$21,000. Now I'm sorry but how is this possible?

Mr. Robert Lamb City Development Officer stated that the property was landlocked and therefor not worth very much. I refer you to the survey clearly showing that indeed PART 3 is the access and there is no land lock. The Mayor then stated to Jack radio that indeed development charges were due and payable and never waved by council. The agreement which is marked final and signed by all parties clearly states and I

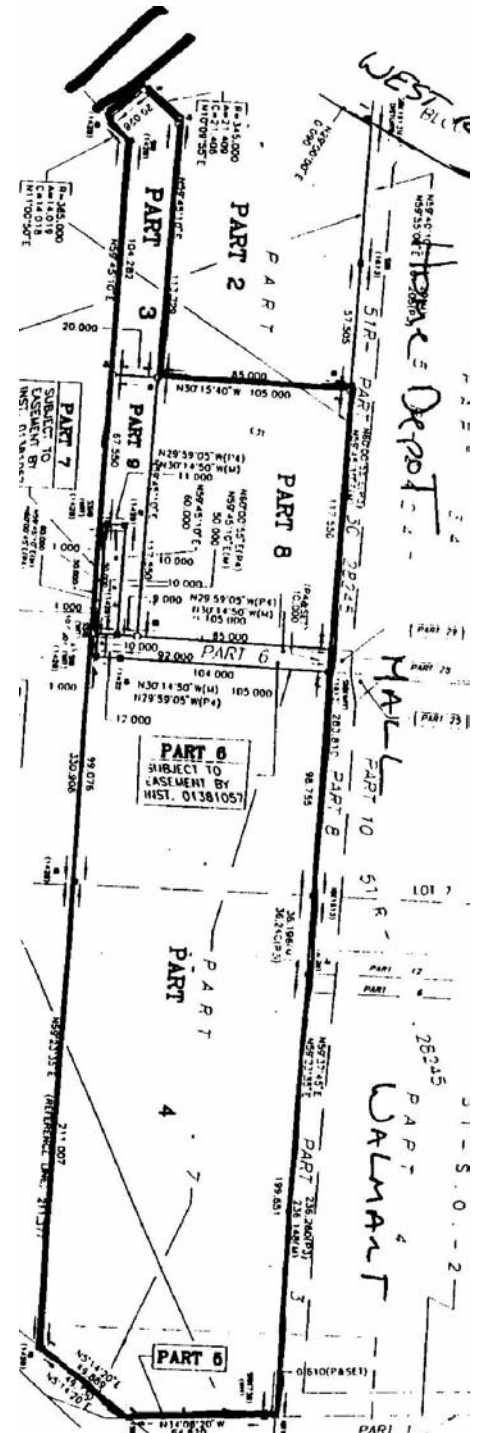
quote. "Any current Section 221 bylaws as set by council as of this date are included in the purchase price and no further Development charge is payable by the purchaser". This section was written in and duly initialed making it a part of the agreement. This agreement was made on the 12th. of March and council passed by-law 2003-38 on March 24th. Agreement of Purchase and Sale is clearly marked final.

Now the Mayor says that this document was "Sloppy" and a second agreement was drawn up later clarifying the matter and indicating that development charges will be applied. So if this was "Sloppy" then why was it signed and marked FINAL? Why not retype make changes and then enter into a contract? Sorry Mr. Stevens you need a better explanation than that. The whole document is full of changes. Originally the city solicitor drew up the offer to be signed. Changes were made that should have had the approval of the city solicitor. Mr. Mayor this is the



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Subject Land



document and is the only document. Your story that the agreement is "Sloppy" is true. But your story that another document was drawn up later clarifying what is already clear does not hold water. Let's look at the document. The purchaser signed the offer on March 12. The document went before council ?? and approved by by-law 2003-38 on the 24th of March. Then you and the clerk signed the document on the 28th of March. If there was a new cleared up document why did you sign this one on the 28th? So when was this new document negotiated and signed? Was council informed that an error had been made and a new contract had to be signed? Was by-law 2003-38 repealed and was there a release obtained from the purchaser? And finally why would the purchaser reopen negotiation with you and be obliged to pay up to \$627,900 in development charges?

In the Packet article of Sat. Oct. 11 Mr. Stevens questioned why I waited until a month before the municipal election to make the allegation regarding a sale that took place in March. Well Mr. Mayor you and many others know that I spoke up about this deal when it was first announced in Oct. 2002. I said then and I say it now "this is a sweetheart deal". I am sure you have read my first issue of Speaking Out (if not go to www.speakingout.biz and print issue one). Right on the front page you will see my objection. I am not a Johnny come lately. If you care to print all the issues you will see where I kept critiquing this deal. This has nothing to do with the election. Had I been able to get the documentation before I would have done the same thing. I knew it was a bad deal but never in my wildest dreams did I think it was this bad for us.

By the way Mr. Mayor I offered this story to the local press last year and constantly brought it to their attention. There was no interest in pursuing it. Why? Even when I obtained the info I went to both the Packet and Orillia Today. The Packet chose not to do a story in the Friday edition. Why? The local radio station interviewed me with excuses for you instead of checking out the documentation and reporting accurately the information they did have. Why? Mr.

Mayor it has been an uphill fight against the POWER Typical of you and councillors you try to make it sound like this is political. Last time I checked I am running for council not Mayor. So please don't try to blame me for your troubles. I have been accused of being a "Shit Disturber" Well Mr. Mayor someone has to produce the "Shit" in order for me to disturb it. Jim Tolnai
I have copies of the agreement available for those interested give me a call

Then There's More

Unknown to me before Oct. 9 there are other people who have been doing investigation on questionable city business for the last number of years. When I went public with this land deal I was approached by Dennis Edmonds telling me that my revelation was the last part of their puzzle. Mr. Edmonds told me that they have information to the tune of millions of dollars worth of additional questionable business. Although Dennis told me of one particular incident I will not pass it on as it will become public very soon. I did inform the police that Dennis and his group are anxious to share their information. This may be a lot bigger than anyone ever imagined. Further: Roger Tudhope who has been gagged by an agreement will now have the opportunity to tell his story to the police. I would love to be a fly on that wall. So stay tuned there are other episodes.

Letters

Announcement:

With regrets, TRIPLE "G" COMPUTER DONATIONS of Orillia (formerly "COMPUTERS FOR KIDS") wishes to announce that effective immediately, due to failing health and most importantly, a disappointing lack of support in the community, will no longer be able to donate computers to anyone, including local charities.

A few years ago, the Waste Management Department of the

City of Orillia, implemented a recycling program at the hazardous waste depot which has taken away about 90% of our donations and won't allow us to salvage some computer equipment for this worthwhile community project. They claim, insurance regulations won't allow any kind of salvaging at the landfill site. Yet they run adds in the newspapers every now and then, telling people to go to the landfill site to get compost material and/or to get used paint and yard & garden equipment and insurance regulations don't appear to be an issue there. We don't understand this.

We would like to thank the few who have helped on and off over the years and all those who have donated computer equipment to help make this a worthwhile project.

A very SPECIAL THANK YOU to Mr. SCOTT LECLERC of 92 BARRIE ROAD MINI-STORAGE, who has often donated free storage space and also spaces at reduced rates over the years. Those of you who have had a computer donated, can thank Scott because without him you likely would not have had one. Scott has a big heart and is a very caring person.

P.S. The program may continue at a later date through INFORMATION ORILLIA. To find out more, please call them at 326-7743

Thank you

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