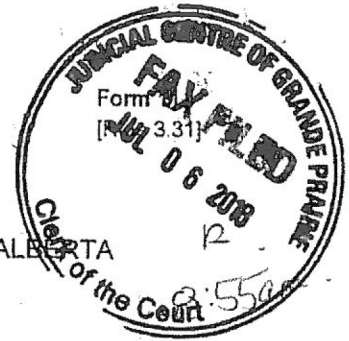


1804
 COURT FILE NUMBER 4803-00382
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE GRANDE PRAIRIE
 PLAINTIFF CAN-WEST CORPORATE AIR CHARTERS LTD. and
 NOR-ALTA AVIATION LEASING INC.
 DEFENDANT NORTHERN AIR CHARTER (P.R.) INC. and
 TOWN OF PEACE RIVER
 DOCUMENT STATEMENT OF DEFENCE
 PARTY FILING THIS DOCUMENT TOWN OF PEACE RIVER



D2 only
 \$50.00

ADDRESS FOR SERVICE AND
 CONTACT INFORMATION OF
 PARTY FILING THIS DOCUMENT

OGILVIE LLP
 Barristers & Solicitors
 1400, 10303 Jasper Avenue
 Edmonton AB T5J 3N6
 Attention: Robert T. O'Neill
 Phone: 780.429.6224
 Fax: 780.429.4453
 File No.: 41278.6
**Service will be accepted by delivery or fax. No
 other form of service will be accepted.**

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Defendant, Town of Peace River, ("the Town"), admits the allegations contained in paragraphs 2 to 6 of the Statement of Claim filed on June 15, 2018 (the "Claim") by the Plaintiffs, Can-West Corporate Air Charters Ltd. and Nor-Alta Aviation Leasing Inc. (individually referred to herein as "Can-West" and "Nor-Alta" respectively, and collectively referred to herein as the "Plaintiffs").
2. Except where otherwise expressly admitted herein, the Town denies each and every of the allegations and statements contained in the Claim and puts the Plaintiffs to the strictest proof thereof.

3. Until recently as set out in the Claim, the defendant, Northern Air Charter (P.R.) Inc. ("NAC"), provided air ambulance services for Alberta Health Services ("AHS") to the Peace River area. As a result of providing air ambulance services, NAC was also able to provide the Town with regularly scheduled flights services into and out of Peace River.
4. The provision of regularly scheduled flights into and out of Peace River has provided valuable financial support, as well as economic benefits to the Town as a whole.
5. NAC only provides the regular flight services as a result of also providing air ambulances services.
6. As a result of NAC providing scheduled services, the Town has been able to qualify for federal funding through the Airports Capital Assistance Program ("ACAP") which has provided the Peace River Airport (as defined in the Claim) with funding in the excess of \$13.2 million since 2010. This funding has assisted in the maintenance and operation of the Peace River Airport.

Parallel Proceedings

7. As way of background, there are four legal proceedings which have some relation to the current Claim.
 - a) **Queen's Bench Action No. 41709 0202** – Judicial Centre of Peace River (the "Judicial Review")
8. The Judicial Review deals with a review of AHS' process in awarding the air ambulance services to the Plaintiffs pursuant to a Request for Proposal, as defined below. This action was brought by NAC.
9. The Judicial Review is currently ongoing and has several preliminary Chambers Applications that have been scheduled. The Town is not involved in this action but is awaiting a determination as that result will affect this current Action.
 - b) **Queen's Bench Action 1709 – 0249** – Judicial Centre of Peace River (the "Lease Assignment Action")
10. The Plaintiffs have brought the above action in respect of the refusal of the Town to consent to the assignment of the lease (the "Lease") held by Highland Helicopters Ltd. ("Highland") over Lots 11 and 12 at the Airport (the "Highland Lots") to the Plaintiffs.

11. In the original hearing, Justice Graesser held that consent in respect to the assignment of the Lease was dispensed with and that the Lease is to be assigned by Highland to the Plaintiffs.
12. The Town has appealed this decision and determination on the matter is currently pending.
 - c) **Queen's Bench Action 1809 – 0044** – Judicial Centre of Peace River (the "Lease Renewal Action")
13. This action relates to an Originating Application brought by Highland which, amongst other things, sought a determination on whether Highland was entitled to renew their Lease.
14. Justice Nielsen confirmed that Highland was able to and had renewed the Lease. This decision has not been appealed.
 - d) **Queen's Bench Action 1809 – 11810** – Judicial Centre of Edmonton (the "Lease Default Action")
15. This action has been recently commenced by Highland Helicopter Ltd. against Nor-Alta for breach of the assignment agreement between the parties.

Response to the Claim

16. In response to paragraph 7 of the Claim, in or about August 2016, AHS made a request for proposals for the provision of fixed wing air ambulance services across the Province of Alberta (the "RFP"). As part of the RFP, AHS made a request for services to several base locations, including Peace River.
17. The Town was not involved in AHS' RFP process and further, was not provided an opportunity to provide valuable insight into the ramifications of the same.
18. As part of the RFP process, the prospective proponents were to submit proposals to AHS in accordance with the terms and conditions set out in the RFP.
19. The RFP set out a Service Delivery Table at section 3.1.1. This set of Deliverables (as defined in the RFP) for proponents, *inter alia*, included:

- a. Provision of appropriately maintained Base Locations, Aircraft and properly installed Included Medical Equipment (as defined in the RFP); and
 - b. Hanger storage for Aircraft and provisions to accommodate ground support vehicle parking and storage of medical supplies necessary to support the Air Ambulance Program (as defined in the RFP).
20. In response to paragraph 8 of the Claim, the start date for the Deliverables in the RFP was to commence April 1, 2017.
21. Further in response to paragraph 8 of the Claim, the Town expressly denies participating or contributing in any wrongful actions, as alleged or otherwise, which thereby prevented the Plaintiffs from obtaining a hangar at the Airport and puts the Plaintiffs to strict proof thereof.
22. At all material times, the Town has acted independently, in accordance with the utmost good faith and in a reasonable and prudent business manner.
23. In response to paragraph 9 of the Claim, the Town expressly denies making any representations or statements to the Plaintiffs, as alleged or otherwise, including making any representations or statements which Can-West could or did reasonably rely on to develop expectations that the Plaintiffs would have use of certain, or any, hangars at the Airport and puts the Plaintiffs to strict proof thereof.
24. In or about 2013, AHS initially proposed an air ambulance request for proposal which was subsequently cancelled (the "2013 RFP"). The Plaintiffs through their principals were keenly aware of this initial 2013 RFP and the requirements necessary to be in compliance with the tendering process.
25. On or around the time of the 2013 RFP and its subsequent cancellation, the Plaintiffs through their principal operated J-Corp Property Management ("J-Corp"), which leased Lots 13 and 14 at the Airport.
26. As a result of the cancellation of the 2013 RFP, J-Corp made the decision not to renew its lease on Lots 13 and 14.
27. At all material times, and no later than 2013, the Plaintiffs through their principal were aware that a future request for proposal in respect to air ambulance services would be

forthcoming by AHS and that it was a necessary component that they would need lot space at the Airport.

28. The Plaintiffs, or either, failed, refused or neglected to take any steps, reasonable or otherwise, from the expiry of the aforementioned lease over lots 13 and 14 until at least on or around August 2016, after the RFP was pronounced, to make inquiries or attempt to procure lots at the Airport.
29. The first formal inquiry by the Plaintiffs to the Town for available lots at the Airport was on or about June 5, 2017.
30. In response to paragraph 11 of the Claim, the Town expressly denies it made any representations, statements or assurances to the Plaintiffs, as alleged or at all, and puts the Plaintiffs to strict proof thereof.
31. Prior to AHS announcing the preferred proponents respecting the RFP, the Town informed the Plaintiffs, or either, there were no available lots at the Airport.
32. Further, on or about August 31, 2016, the Plaintiffs were provided correspondence from Henry Hamm at Prudential Lands stating:

I did some research into who owned each hanger at the airport and came up with the conclusion that while the RFP is going on, all hangers that could potentially be for sale, are off the market.

33. The correspondence from Mr. Hamm further goes on to state:

...(Town of Peace River) have 3 lots to the runway that are up for lease, but are tied up until sometime near the end of September. The conditions would then be removed, or not, and the properties could then be available for purchase.

34. Following the above correspondence, the Town, through its representatives, reiterated to the Plaintiffs several times before, during and after the RFP closed, that no spaces were available at the Airport.
35. At all material times, the Plaintiffs knew or ought to have known that the available lots at the Airport were limited and in high demand, and as such were at a premium.

36. The Town states that the Plaintiffs submission for Group 2 of the RFP (related to Peace River/Grande Prairie air ambulance services) was made in bad faith to AHS as the Plaintiffs knew or ought to have known that they would be unable to fulfill the mandatory requirements of the RFP, specifically meeting the Base Location requirements.
37. Further, the Plaintiffs knew, or ought to have known, the basing plan which was provided by the Plaintiffs to AHS, which referenced Lots 13 to 15, was not executable but still proceeded in the RFP process.
38. Notwithstanding the Plaintiffs own failure to comply with the RFP requirements by failing to take any steps to secure proper basing locations, the Plaintiffs have instead expended efforts and resources to commit a confrontational campaign of misinformation in an attempt to shift responsibility from their own failures to the Town and garner public support, including but not limited to:
 - a. Meeting with the Town's partner municipalities and knowingly providing inaccurate or false information to said municipalities in an attempt to influence and pressure the Town;
 - b. Attempting to circumvent the Town's application process by improperly contacting and meeting with staff of the Town;
 - c. Commencing a series of frivolous and vexatious legal proceedings against the Town and third parties, effectively abusing the court process in an effort to garner public support and discredit the Town. Such abuses to the court process include knowingly filing misleading proceedings aimed to gather support of the Municipal Inspection;
 - d. Repeatedly not following acknowledged proper channels for communication and conduct and instead directly contacting elected officials in an effort to influence the waiver of due process, solicitor-client privilege, statutory requirements and generally seeking special treatment to rectify the Plaintiffs own failure to meet the requirements of the RFP;
 - e. Making false allegations respecting a fraud complaint to the RCMP concerning Airport operations in an effort to coerce or pressure Town officials and Council;

- f. Actively coordinating and participating in a public campaign to mislead residents in the area with information that air ambulance services would be relocated to Grande Prairie and further coordinating and participating in personal attacks of elected officials and municipal staff;
 - g. Actively perverting the Municipal Inspection by knowingly providing inaccurate or false statements regarding the RFP process as well as Plaintiffs status as a leaseholder at the Airport; and
 - h. Such further particulars as may be proven at trial.
- 39. In response to paragraph 13 of the Claim, the Town expressly denies it acted in concert with NAC, or at all, to perpetrate a media and political campaign advocating against Can-West and puts the Plaintiffs to strict proof thereof.
- 40. At all times the Town has acted in the utmost good faith and independently in a reasonable and prudent business manner. Any communications made by the Town to AHS or other government officials were done with the express purpose of making sure AHS was aware of all the surrounding issues connected with the RFP.
- 41. On or about March 24, 2017, the Town became aware that there was a potential change to the incumbent air ambulance service provider.
- 42. On or about March 29, 2017, the Town sent correspondence to the Office of the Health Minister expressing concerns about the effect such a change in service providers could have on Peace River in general, as well as the medical services and patient care to the area and the potential effects this change in services could negatively have on several parties, including AHS and taxpayers.
- 43. Subsequently, the Town had several follow-up communications with AHS and government officials with the purpose and intent to provide insight into the potential ramifications that a change in air ambulance providers could have. The Town pointed out that AHS failed to take several substantive matters into consideration in selecting a new service provider for the Peace River area, including but not limited to:
 - a. The disruption which would likely result to scheduled air services in and out of Peace River;

- b. Ramifications to ACAP funding and the financial impact of same; and
 - c. The effect to medical services and patient care in and around the Peace River area.
44. The Town also expressed concerns about the air ambulances services not operating out of Peace River. At all material times, AHS represented there would be no change in the services from a logistics standpoint.
 45. Can-West represented to the Town that it had no interest in continuing to provide scheduled flight services to Peace River and would only provide the air ambulance services.
 46. At all material times, the above communications between the Town, AHS and certain specific government officials were not disseminated with the purpose of being made known to the general public.
 47. On or about May 15, 2017, Can-West initiated its own press release in an attempt to discredit, pressure and influence the Town.
 48. In response to paragraph 14, the Plaintiffs have not sufficiently particularized any grounds to support a claim for civil conspiracy or economic interference.
 49. In response to paragraphs 15 – 22, the Town denies the same and puts the Plaintiffs to strict proof thereof.
 50. Specifically, at no time were Lots 5 and 6 (referred to herein as the “Cooper Lot” and “Potvin Lot” respectively) available to Can-West for lease or purchase following the pronouncement of the RFP.
 51. On or about September 1, 2016, prior to the closing of the RFP, NAC entered into an option to purchase the Cooper Lot.
 52. In or around August 2016, the owner initiated contact with NAC to discuss the lease or purchase of the Potvin Lot.
 53. Subsequently, on or about September 8, 2016, prior to the closing of the RFP, the owner and NAC entered into a letter of intent (“LOI”) to purchase the Potvin Lot. Discussions

centered on finalizing the deal continued for the next several months and concluded in or about May, 2017.

54. In respect to both the Cooper Lot and the Potvin Lot, the Plaintiffs were aware that NAC was actively involved in the purchase of the lease of the lots and had commenced discussions prior to the RFP announcement.
55. Further, at all material times, the Plaintiffs were aware that NAC was actively involved in discussions with the owners of the Cooper Lot and Potvin Lot and that said lots had either been sold, or were in process of being sold to NAC, prior to the closing of the RFP tender process.
56. Further, as stated in paragraph 31 – 33 herein, prior to the closing of the RFP, the Plaintiffs were aware that Lots 13 – 15 at the Airport may or may not become available later.
57. In specific response to paragraph 19, the Town expressly denies it contacted NAC to lease lots 13 – 15 and put the Plaintiffs to strict proof thereof.
58. The Plaintiffs were aware that NAC, as well as at least two other interested parties, had already made inquiries into the availability of these lots (13-15) and were already engaged in negotiating the terms of the same prior to any interest having been expressed by the Plaintiffs in the lots. In fact, NAC had made inquiries respect lots 13 – 15 as far back as 2014.
59. In specific response to paragraph 21 of the Claim, the Town expressly denies that the Potvin Lot was ever used for car restoration and puts the Plaintiffs to strict proof thereof. At all material times Lot 6 has been used for aircraft storage.
60. Additionally, the Town states that the Cooper Lot has been used for bus storage since approximately 2009.
61. Based on the aforementioned facts, the Town submits that the Plaintiffs never had intentions of basing air ambulance services out of the Airport, particulars of which include, but are not limited to:
 - a. The Plaintiffs submitted their RFP response with the knowledge that it was not executable as they had not secured any base locations at the Airport;

- b. In or around April 2017, shortly following the RFP announcement, the Plaintiffs informed Town staff that they were prepared to base elsewhere;
 - c. Failing to make any formal request for space until in or around June 2017;
 - d. Failing to provide any plans to the Airport or any authority until in or around September 2017;
 - e. Failing to provide a completed development permit or seeking the appropriate Federal and Provincial permitting;
 - f. Making repeated and public statements that air ambulance services will be located out of Grande Prairie despite contradicting statements made by the President of AHS and the Minister of Health.
62. In specific response to paragraph 22 of the Claim, the Plaintiffs have yet to submit complete requests for development permitting which complies with applicable Federal and Provincial regulations and as such would not be in a position to operate a hangar as alleged or at all.
63. Additionally, the Plaintiffs are subject to the Lease Default Action, and in accordance with the pleadings filed therein have failed to pay Highland in accordance with the terms of their agreement the amount of \$2,000,000.
64. In response to paragraphs 27 to 40, the Town expressly denies the statements and allegations set forth and puts the Plaintiffs to strict proof thereof.
65. At no time has the Town unlawfully or wrongfully prevented the Plaintiffs from acquiring Lots 11 and 12.
66. Given the nature of the various proceedings, specifically the Judicial Review and the Lease Assignment Action, the Town has been required to act cautiously and with due diligence to make sure it is acting prudently.
67. The Town cannot move forward in respect of any matters alleged in the Claim until the appeals are heard and there is a final determination in respect to both the Judicial Review and the Lease Assignment Action.

68. In specific response to paragraph 27 and 38 of the Claim, the Town denies it stated at the Lease Renewal Action proceedings it would be terminating the Lease held by Highland.
69. During proceedings on the Lease Renewal Action, counsel for the Town specifically identified that both parties to the Lease would have the right to terminate the lease pursuant to term 25.1 of the Lease and that this provision went both ways.
70. Further, at no time during the Lease Renewal Action proceedings did the Town, nor its counsel, make any representations that it was going to increase the rents in respect to the Lease to "whatever it wanted".
71. The allegations set out in paragraph 38 of the Claim are a self-serving attempt by the Plaintiffs to mischaracterize representations made during the Lease Renewal Action proceedings and such conduct is inappropriate and misleading.
72. In response to paragraph 32 of the Claim, the Town denies the statements and allegations set forth and puts the Plaintiffs to strict proof thereof.
73. On or about December 4, 2017, counsel for the Town provided a detailed letter setting out key elements required of the Plaintiffs to determine whether the assignment of the Lease would be a viable option. The purpose of the correspondence was to work cooperatively with the Plaintiffs and make sure all parties were aware of the requirements and potential requirements should the Plaintiffs wish to move forward in the RFP process.
74. As part of this correspondence, the Town set out, *inter alia*:
 - a. The landing fees may need to be increased should the Town lose ACAP funding from \$20 to \$1,285 (based on the figures the Town was provided). It was expressly stated that this was only a potential option and would be borne equally by all parties leasing or owning space at the Airport;
 - b. The Town would not be responsible for any additional financial costs as a result of the assignment of the Lease;
 - c. Any capital costs required to bring the subject lots into compliance for the Plaintiffs required uses, including extending the taxiway, would be borne solely

by the Plaintiffs. It was determined that the costs of the necessary construction would be \$927,858. This amount was based on Alberta Transportation standards;

- d. Due to unexpected extension to the taxiway, the Town would require an additional \$23,000 annually, amortized over 40 years to cover additional operating costs and maintenance;
- e. And such further particulars as will be proven at trial.

(“Assignment Conditions”)

- 75. The Town states that the Assignment Conditions are reasonable and necessary and would be a direct result of additional infrastructure specifically and uniquely required by the Plaintiffs. No other parties require similar undertakings to operate at the Airport.
- 76. The Plaintiffs are not being targeted or treated differently as an increase in landing fees would be borne equally by all parties using landing services at the Airport and this is solely related to whether or not ACAP financing would be lost.
- 77. Further, the Plaintiffs have acknowledged that any increase in landing fees would be borne by AHS and not themselves personally.
- 78. In response to paragraph 40 of the Claim, the Town denies it has in any way “convert(ed)” the Lease in any manner, alleged or otherwise, and puts the Plaintiffs to strict proof thereof. Any allegations or statements made by the Plaintiffs in their Claim are mere speculation and assumption and are not supported by fact.
- 79. Notwithstanding, pursuant to the Lease terms, *inter alia*:
 - a. In accordance with clause 7.1.c, the Town has the authority to increase the rent upon providing sixty days’ notice; and
 - b. In accordance with clause 25.1, both parties have the right to terminate, at their discretion, after the first three years of the Lease or any renewal and after providing the other side 180 days written notice.
- 80. The Plaintiffs are seeking to impose terms and limits on the Lease which materially alter the terms of the Lease.

81. In response to the Claim as a whole and particularly in respect to paragraphs 41 and 42, the Town denies any statements or allegations of wrongdoing, breach of duty or failing to act in good faith.
82. At all material times, the Town has acted independently, with due diligence and in the utmost good faith. All decisions and steps taken by the Town have been conducted in a reasonable and prudent business manner.
83. Conversely, the Plaintiffs by their own actions have acted and continue to act in a manner of bad faith, as well in a manner that risks to endanger patient care in the Peace River region. Such particulars of the Plaintiffs bad faith and endangerment include but are not limited to:
 - a. Failing to follow proper and reasonable directions from the Airport Manager as where to properly and safely park their airplanes resulting in one situation an airplane being stuck in mud and delaying the transportation of a patient by over an hour;
 - b. Making material misrepresentations of the above incident to AHS which resulted in the Minister of Health making inaccurate representations to the floor of the Legislature that the delay to patient care was only for a five minute period and was caused by the Town, which is false;
 - c. Unreasonably declining an offer for the free provision of hard surface, readily accessible, dedicated parking which was provided in good faith by the Airport Manager in an effort to safeguard the airplane and ensure best patient care possible;
 - d. Actively and wilfully violating Airport regulations and express directions from the Airport Manager by consistently parking their airplanes on Taxiway C; and
 - e. Such further particulars as may be proven at trial.
84. In addition to the above, the Plaintiffs have on several occasions violated Airport regulation and express direction by interfering with other Airport tenants, including but not limited to, parking of the Plaintiffs airplanes in front of terminals to hinder access by other parties.

85. Further, the Plaintiffs have violated Airport regulations and governing leases, including but not limited to:
- a. Bringing a fuel truck on to premises without making appropriate requests or obtaining the necessary permissions;
 - b. Refusing to remove vehicles from certain areas at the Airport despite representing to Airport authorities that the vehicles would be removed within a two week period; and
 - c. Currently parking a fuel truck on Lot 10 contrary to express terms of the governing lease over that Lot.
86. In response to paragraphs 43 of the Claim, the Town denies it has violated the *Competition Act*, as alleged or at all, and puts the Plaintiffs to strict proof thereof.
87. In response to paragraph 46 of the Claim, the Town denies it has concealed any conduct from the Plaintiffs and puts them to strict proof thereof.

Any Matters That Defeat The Claim Of The Plaintiffs

88. Further to the facts plead herein above, in answer to the whole of the Claim, the Town disputes the Claim and denies each and every other statement and allegation set forth and puts the Plaintiffs to strict proof thereof. The Town specifically denies that it owes the Plaintiffs the amounts alleged in the Claim, or at all, and puts the Plaintiffs to strict proof thereof.
89. The Town denies that the Plaintiffs, or either, have suffered any damages as alleged, or at all, and puts the Plaintiffs to strict proof thereof.
90. The Town denies it has violated the *Competition Act (Canada)*, as alleged or at all, and puts the Plaintiffs to strict proof thereof. Further, the Town states that the provisions pled in respect to the *Competition Act (Canada)* in the Claim are improper and provide no cause of action.
91. The Town specifically states that the pleadings in the Claim are improper and should be summarily dismissed. The entire Claim, or substantive parts therein, are based on the Plaintiffs own opinion, subjecture or assumptions and are not founded in fact.

92. Further, the Plaintiffs have improperly and knowingly, mischaracterized statements made in the course of other legal proceedings.
93. The Town specifically states that at no time has it communicated that it would definitively be raising rents in respect of the Lease or terminating the Lease after three and half years.
94. Further or in the alternative, if the Town does choose to increase rents or terminate the Lease as alleged, which is currently not admitted and which may never occur, the Town has authority under the Lease to raise the rental amounts and terminate the Lease after the passing of three years from the renewal date.
95. The Plaintiffs have improperly sought relief in this Claim for legal and other expenses allegedly incurred in other legal proceedings. This is a collateral attack to the other legal proceedings and abuse of the court process. Any costs or remedies will be most properly determined and awarded in the other legal proceedings.
96. The Plaintiffs have failed to properly plead the necessary particulars and facts to support a claim for conspiracy and as such all related claims should be summarily dismissed from the Claim.
97. Further, the Town specifically denies it acted in concert or conspired with NAC and puts the Plaintiffs to strict proof thereof.
98. The Plaintiffs have failed to properly plead the tort of economic interference and as such all related claims should be summarily dismissed from the Claim. The Town has not acted in a wrongful or unlawful manner towards AHS, or any party, and puts the Plaintiffs to strict proof thereof.
99. The Town specifically states that at all material times, the Town has acted independently, in the utmost good faith and in a reasonable and prudent business manner.
100. Further, or in the alternative, the Town does not owe the Plaintiffs any duty of care, contractual or otherwise. In the alternative, if the Town does owe a duty of care, which is not admitted but denied, the Town has discharged its duty, including any duty to act in good faith.

101. The Town denies it has acted in any high-handed or egregious manner and puts the Plaintiffs to strict proof thereof.
102. Further or in the alternative, in the event that the Plaintiffs suffered any damages as alleged, or at all, which is not admitted but denied, then as a matter of law, the Plaintiffs are not entitled to recover such damages from the Town because such damages were too remote and not reasonably foreseeable.
103. Further or in the alternative, in the event that the Plaintiffs suffered any damages as alleged, or at all, which is not admitted but denied, then the Plaintiffs failed to take reasonable steps to mitigate those losses, and, as a matter of law, the Town is relieved of liability to pay for those losses, which the Plaintiffs would not have incurred if the Plaintiffs had taken reasonable steps to mitigate.
104. Further, or in the alternative, the Town states this Action should be stayed indefinitely until final determination has been made in the other proceedings as any decision in those proceedings will have a direct impact on this Action.
105. The Town pleads the provisions of the *Competition Act* (Canada), RSC 1985, c. C-34, as amended.

Remedy Sought

106. The Town seeks that the Plaintiffs Claim be dismissed in its entirety, or alternatively, in part;
107. In the alternative, that this Action be stayed until the appeals of both the Judicial Review and Lease Assignment Action are heard;
108. The Town be granted costs of this action on a full indemnity basis or such other basis as this Honourable Court deems just; and
109. Such further and other relief as this Honourable Court deems just.