



**SMOOTH
ROCK FALLS**



Near north, near perfect.

Property Information Package

155 Fifth Street - Commercial Lot

Roll #5648000001170000000

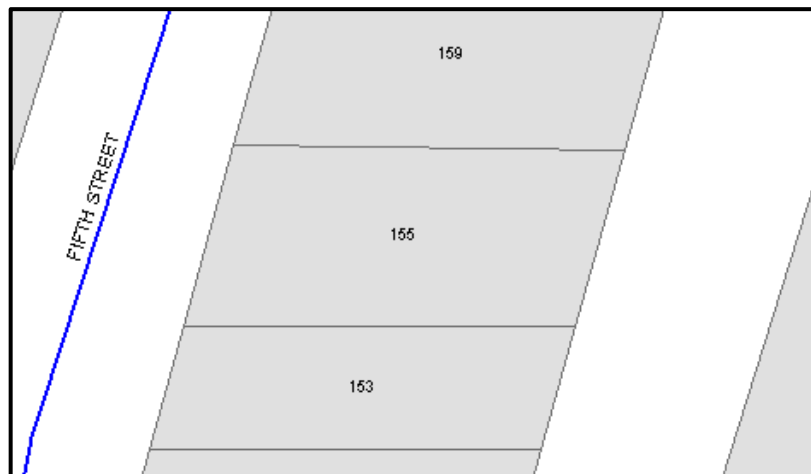


Table of Contents

Property Description	3
Property Maps	4
Map View	4
2016 Aerial Image.....	4
Purchasing Information	5
CIP Incentives	6
CIP Application	9
Purchasing by RFP - Flow Chart	11
About the Town of Smooth Rock Falls	12
Important Links	13
Frequently Asked Questions	14
Zoning Information	16
Request for Proposals Notice	18
Appendix A	22

Disclaimer

The information in this package is generalized and for convenience only. Interested purchasers should consult the source documents and conduct a complete review of all applicable materials. The Town of Smooth Rock Falls does not make any guarantees on the accuracy of this information or the mapping images provided.

Property Description

Civic Address: 155 Fifth Street

Roll #: 5648000001170000000

Legal Description: PLAN M165C LOT 259 PT LOT;260 PCL 4054NEC
PT

Status: **Surplus Land, Open for Proposals** (See "Request for Proposals Notice" Page)

MPAC Assessment Value: \$7,300

Frontage: 58.50 ft

Depth: 125.00 ft

Area: 7,312.00 ft²

Road Access: Yes

Municipal Water Available: Yes

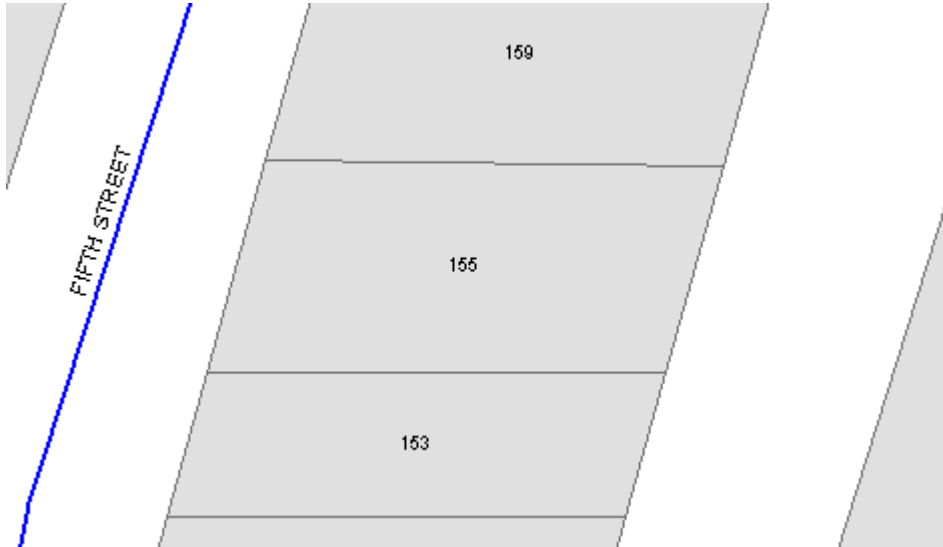
Municipal Sewer Available: Yes

Zoning: C – General Commercial (See "Zoning Information" Page)

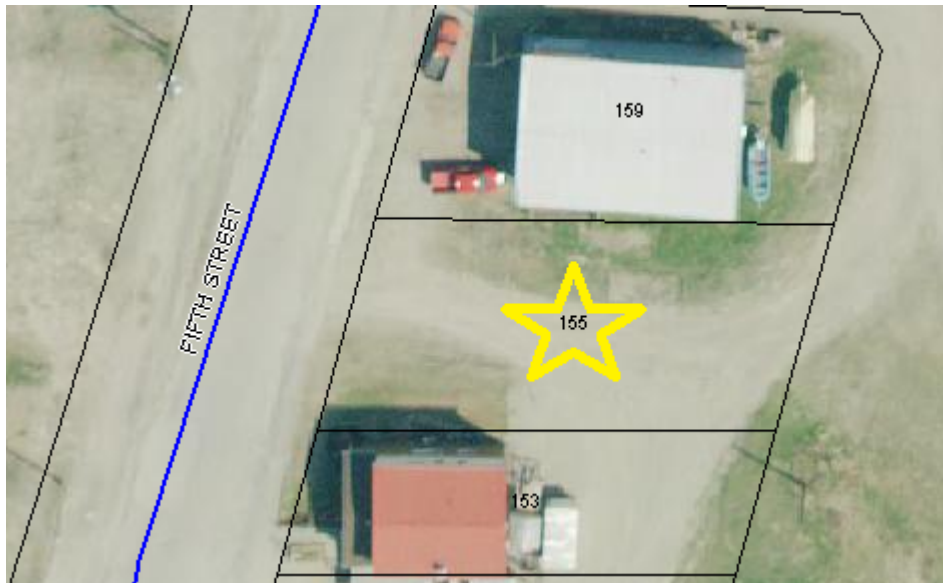
Current Use: Vacant

Property Maps

Map View



2016 Aerial Image



Purchasing Information

The Town of Smooth Rock Falls will consider proposals for the purchase of this property.

Process to submit a proposal:

1. Proposal may be submitted at anytime to the Town of Smooth Rock Falls by mail, email, fax or in-person.

*Town of Smooth Rock Falls – Treasurer
142 First Avenue, Box 249
Smooth Rock Falls, ON P0L2B0*

2. Proposals must be submitted in the form specified in the Request for Proposals, and include all required information.
3. A deposit of 20% of the proposed purchase amount must be included with this bid. This deposit can be by money order, bank draft or certified cheque made payable to the Corporation of the Town of Smooth Rock Falls.
4. Applicants may include a completed Community Improvement Plan (CIP) Incentive Application if they wish to expedite the CIP incentive approval process.
5. Proposals are subject to the terms and conditions of the offer to purchase which will be provided by the Town (see “Request for Proposals Notice” page).

Proposals will be received by the Town until the property has been sold, and are reviewed on a first-submitted, first-reviewed basis.

Incentives:

A number of incentives are available under the Community Improvement Plan. For further information, please see the “CIP Incentives” page.

CIP Incentives

To encourage residential, commercial and industrial development, the Council of the Town of Smooth Rock Falls adopted a Community Improvement Plan (CIP). The CIP provides a number of financial incentives to help new and existing residential, commercial and industrial residents develop and renovate their properties and businesses.

The complete CIP plan is available on our website at:

<https://www.smoothrockfalls.ca/doing-business-here/programs-and-incentives/>

For commercial properties and businesses, the following programs are available:

Municipal Property Acquisition and Sale Program

The Municipal Property Acquisition and Sale Program provides a rebate of up to 90% of the purchase price of a municipal surplus lot. If approved, the Town will reimburse the purchaser of the property up to 90% of the purchase price once the purchaser has constructed a building on the lot within 2 years of purchase. For example, if the purchase price of the lot is \$10,000, upon completion of the dwelling the purchaser would receive a cheque for \$9,000.

Tax Increment Grant Program

The Tax Increment Grant Program provides a grant towards property taxes starting on the first full year of taxation. In most cases, the first full year of taxation is the year after construction of a building has been completed. The grant amount is based on the amount of tax increase that has been assessed on the property by the Municipal Property Assessment Corporation (MPAC). In the first year the grant is 75% of the increase, the second year is 50%, and the third year is 25%. The grant does not include the education taxes as the municipality does not have authority over education taxes.

Municipal Application / Permit Fees Program

Businesses may be eligible for the following incentives under this program for certain improvements:

1. Up to 50% reduction in Building Permit fees; up to a maximum of \$2,500.
2. Up to 100% reduction in Sign Permit fees; up to a maximum of \$500.
3. Up to a 100% reduction in demolition permit fees; up to a maximum of \$500.

4. Up to a 50% rebate of landfill fees; up to a maximum of \$500.

Signage Improvement Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$2,000, for improvements to signage or the placement of new building or free-standing signage.

Façade Improvement Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$4,000, for improvements to the front or corner façade of existing commercial buildings.

Accessibility Improvement Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$5,000, for accessibility improvements (such as wheelchair ramps and automatic doors).

Parking Area and Landscaping Improvement Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$4,000, for site improvement works/materials (such as resurfacing/line painting, street furniture, and landscaping materials and labour).

Architectural / Engineering Design Grant Program

Provides a matching grant of up to the lesser of, 50% of eligible costs or \$1,000, for architectural services, engineering consulting or planning consulting services related to site development or redevelopment and other eligible improvements.

Loan Guarantee Program – Non-Residential

The Non-Residential Loan Guarantee Program is meant as a last resort for potential purchasers who have exhausted all other financial options. It provides a loan guarantee not exceeding 50% of the construction costs to a maximum of \$500,000.

Economic Development Incentive Program

The Economic Development Incentive Program provides financial assistance of up to 15% of eligible costs up to a maximum of \$1,000,000, in the form of either a loan or equity investment. Eligible costs included but are not limited to construction of new buildings or renovations to existing buildings, site servicing, and the acquisition of furniture, equipment and other chattels.

ALL CIP INCENTIVES ARE SUBJECT TO APPROVAL

SEE CIP DOCUMENT FOR DETAILS AND CONDITIONS

CIP Application



Town of Smooth Rock Falls Community Improvement Plan Incentive Application

Instructions

Before completing this application, please read the Community Improvement Plan (CIP) document carefully to ensure that your project will qualify and that you have all of the required information. For questions with respect to the CIP or this application, please contact: Luc Denault, Chief Administrative Officer, at 705-338-2717 or luc.denault@townsrf.ca.

Please submit one application per property.

Completed applications with all supporting documents, can be submitted to:

Town of Smooth Rock Falls
142 First Avenue, Box 249
Smooth Rock Falls, ON P0L2B0

APPLICANT	
Name:	Corporate Name:
Address:	
Telephone:	Email:

PROJECT INFORMATION	
Project Type: (select one)	<input type="checkbox"/> Business <input type="checkbox"/> Residential <input type="checkbox"/> Multi-Unit Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Senior's Housing <input type="checkbox"/> Waterfront Development <input type="checkbox"/> Affordable Housing <input type="checkbox"/> Brownfield Development <input type="checkbox"/> Other:
Project Address: _____, Smooth Rock Falls, Ontario	
Anticipated Start Date:	Anticipated End Date:
Project Description:	
Community Benefits:	
<input type="checkbox"/> Not Applicable	
Estimated Total Project Cost: \$ _____	
Funding Sources:	
Jobs Created: ____ full-time, ____ part-time, ____ seasonal, ____ temporary <input type="checkbox"/> Not Applicable	

INCENTIVE PROGRAMS

Instructions: Select all incentive programs to which you are applying. Please review program requirements in the Community Improvement Plan (CIP) document to ensure your project qualifies. Maximum grant amounts apply as per the CIP document.

Program Name	Estimated Eligible Costs	Grant Portion Requested	Estimated Grant Requested <small>(maximums apply)</small>
<input type="checkbox"/> Façade Improvement Grant	\$	%	\$
<input type="checkbox"/> Signage Improvement Grant	\$	%	\$
<input type="checkbox"/> Accessibility Improvement Grant	\$	%	\$
<input type="checkbox"/> Parking Area and Landscaping Improvement Grant	\$	%	\$
<input type="checkbox"/> Architectural / Engineering Design Grant	\$	%	\$
<input type="checkbox"/> Municipal Application/Permit Fees Rebate	<i>Select those below that apply.</i>		
<input type="checkbox"/> Building Permit Fees	\$	%	\$
<input type="checkbox"/> Sign Permit Fees	\$	%	\$
<input type="checkbox"/> Demolition Permit Fees	\$	%	\$
<input type="checkbox"/> Landfill Fees	\$	%	\$
<input type="checkbox"/> Tax Increment Grant	<i>Not Required – Grant Amount Set in CIP</i>		
<input type="checkbox"/> Loan Guarantee Program - Residential	\$	%	\$
<input type="checkbox"/> Loan Guarantee Program – Non-Residential	\$	%	\$
<input type="checkbox"/> Economic Development Incentive Program	\$	%	\$
<input type="checkbox"/> Municipal Property Acquisition and Sale Program	\$	%	\$
<input type="checkbox"/> Project Feasibility Study Grant	\$	%	\$
<input type="checkbox"/> Environmental Site Assessment Grant Program	\$	%	\$
<input type="checkbox"/> Brownfields Financial Tax Incentive Program	\$	%	\$
<input type="checkbox"/> Brownfields Rehabilitation Grant Program	\$	%	\$

SUPPORTING DOCUMENTS

I have read the Community Improvement Plan, and have included with my application all additionally required information and supporting documents for the programs which I have applied. **Applications missing supporting documents may be denied or rejected.**

DECLARATION AND SIGNATURE OF APPLICANT

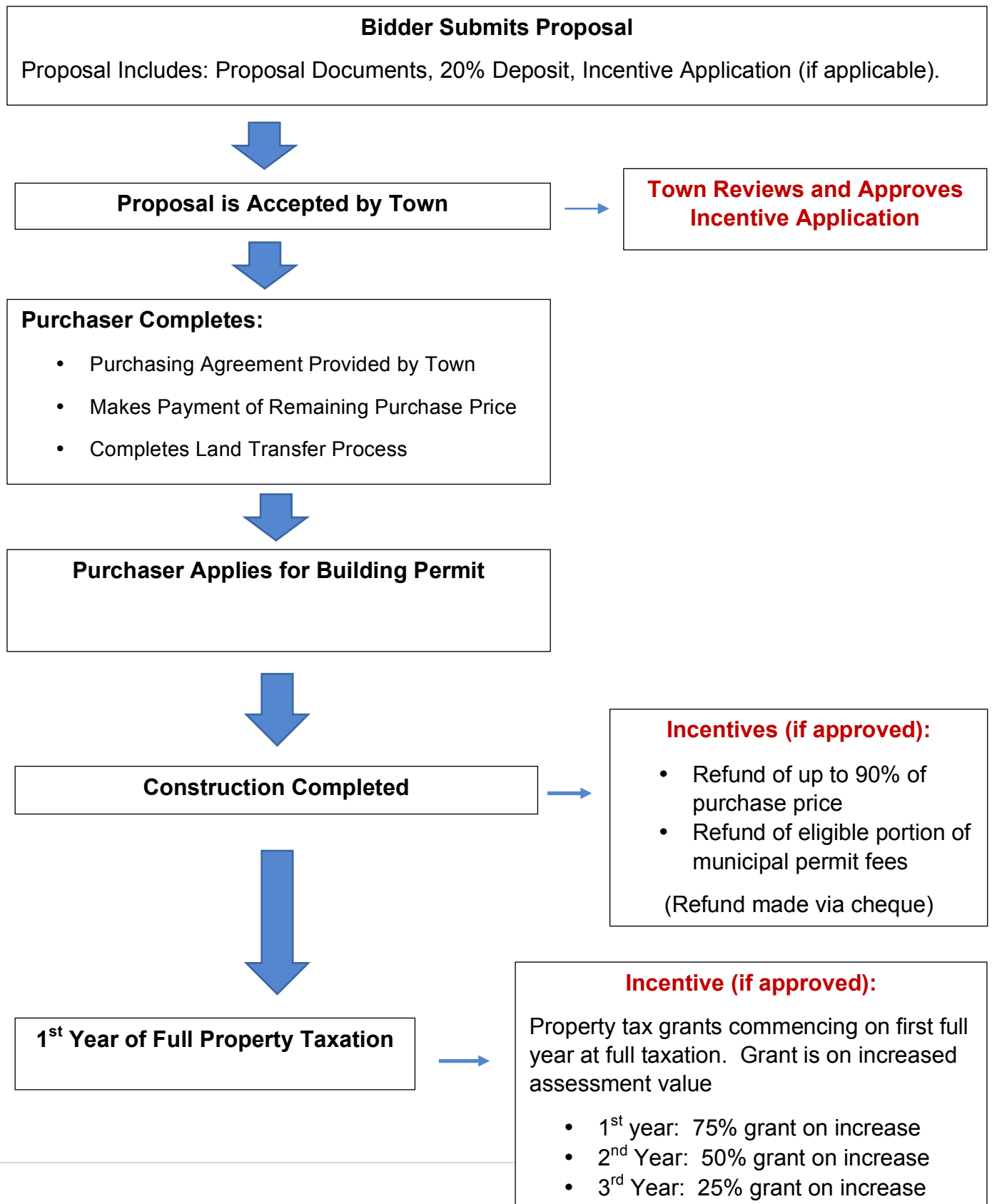
Collection of personal information on this form is collected under the MFIPPA and is necessary for the proper administration of the Town of Smooth Rock Falls CIP Incentive Program. The personal information collected here may be used and disclosed to other organizations for the purpose of assessing this application, administering the program, and evaluating the program. The applicant acknowledges that he/she may be contacted by the Town of Smooth Rock Falls with regards to the applicant and projects funded under this program.

The information contained in this application and supporting documents are true and correct to the best of my knowledge.

Signature: _____ **Date:** _____

CIP Document available online at: <http://www.smoothrockfalls.ca/doing-business-here/programs-and-incentives/>

Purchasing by RFP - Flow Chart



About the Town of Smooth Rock Falls

Located on Highway 11, on the shore of the Mattagami River, Smooth Rock Falls is a four-season destination.

The Smooth Rock Falls area is a place where you can live memorable experiences and enjoy the hospitality of its simple and friendly people. Close to 70% of its residents have French as their first language but a combination of English and French is most often used at work.

Winter offers ideal conditions for the sports amateur. The region is a paradise for snowmobilers with a network of over 1,000 kilometers of wide and soft trails through beautiful wooded areas. The Mattagami Ski Club maintains beautiful groomed trails which follows along the Mattagami River and ends at the Ski Chalet. The trails include beginner, intermediate and expert.

In the summer, Smooth Rock Falls offers outdoor activities to suit anyone such as golfing, fishing, canoeing and swimming.

The town has had a long rich history in the Forestry and Energy sectors. More recently, the town has flourished around the health care, social assistance and education sectors. The community is home to state-of-the-art health facilities, including a rehab center and a major hospital. Excellent multi-level education facilities are also accessible in both French and English to serve a population that is nearly 75% bilingual.

Smooth Rock Falls is centrally located at the heart of Hearst, Cochrane and Timmins with direct access to TransCanada Hwy 11, and a local government committed to business needs and helping them succeed.

Important Links

Town of Smooth Rock Falls – Webpage

www.smoothrockfalls.ca

Official website of the Town of Smooth Rock Falls.

Available Publicly Owned Properties

www.smoothrockfalls.ca/doing-business-here/available-property-2/

Information on surplus properties available from the Town of Smooth Rock Falls.

Official Plan

www.smoothrockfalls.ca/town-hall/official-plan/

Information on the Official Plan for the Town of Smooth Rock Falls as adopted by Council in 2014. The Official Plan provides guidance and direction for development and planning decisions within the Town. A full copy of the plan is available for download.

Community Improvement Plan (CIP)

www.smoothrockfalls.ca/doing-business-here/programs-and-incentives/

The Community Improvement Plans provides a number of incentives to stimulate investment in residential, commercial and industrial properties. A full copy of the plan is available for download.

Community Profile

www.smoothrockfalls.ca/doing-business-here/community-profile-2/

In 2016 the Town of Smooth Rock Falls completed a detailed Community Profile. The profile provides details on our economy, workforce, demographics, and standard of living. The full document is available for download.

By-laws

www.smoothrockfalls.ca/town-hall/by-laws/

Copies of frequently requested by-laws, including the Zoning By-law and the Building By-law, are available for download.

Frequently Asked Questions

1. Does the Town of Smooth Rock Falls have public properties available for sale?

The Town of Smooth Rock Falls has declared a number of residential, commercial, rural, and industrial properties as surplus, which allows the properties to be sold to the public. A listing of currently available properties is on our website:

www.smoothrockfalls.ca/doing-business-here/available-property-2/

In addition to the properties listed on our website, the Town of Smooth Rock Falls owns a number of other properties within the community. Although they are not presently declared surplus, they may become available at a future date.

There are a number of private properties available for purchase within the Town, some are listed through realtors (www.realtor.ca) and others are being sold privately.

2. How can I purchase a surplus lot from the Town?

If the lot is available by tender

Once a lot is declared surplus by the Town, it must first be sold by tender or RFP. A tender is a bidding process, the Town advertises that the lot is available and provides a period of time in which bids will be received. Bids must be submitted to the Treasurer in a sealed envelop that clearly states it is a tender bid and provide the address of the lot being bid on. Tenders must also include contact information, the price being offered by the bidder, and a deposit of 20% of the bid price. Detailed information and instructions on the tender process can be found in the tender advertisement by the Town when it is has been publicly posted. Tenders are normally awarded to the highest bidder who meets the other requirements of the tender.

If the lot is available by offer

If there is no successful purchaser during the above tender process, the Town can then sell the lot off by offer. Interested purchasers can approach the Town with a written offer to purchase the lot (document available from the Town), and then the Town will review the offer to determine if it is acceptable or not.

If the lot is available by RFP

Some commercial or other special lots made be first sold by a Request for Proposals (RFP) process. A RFP process starts when the Town advertises that

the lot is available by RFP and provides a period of time in which proposals will be received. Detailed information and instructions on the RFP process can be found in the RFP advertisement provided by the Town when it has been publicly posted. Proposals may be subject to conditions and requirements outlined in the RFP advertisement.

3. What kind of incentives are available?

You may be eligible to apply for incentives under our Community Improvement Plan (CIP).

For commercial properties and businesses, there are 10 different incentives available to eligible applicants, these are outlined in the section of this document entitled “CIP Incentives”. Brownfield sites are eligible for an additional 4 types of incentives. Further information on CIP incentives can be found on our website, including a downloadable copy of the CIP plan document.

4. Will I be approved for the Community Improvement Plan incentives?

CIP incentive applications are reviewed on a case-by-case basis. The Council of the Town of Smooth Rock Falls has by resolution authorized administration to grant certain CIP incentives to qualified applications, others will require a more comprehensive review and approval process. Applicants must apply for the incentives, approval is subject to review by administration and/or council.

5. Are there any conditions for purchasing these surplus lots from the Town?

The purpose of selling surplus lots is to encourage development within our community. During the tender or sale process, the purchaser must enter into an agreement with the Town of Smooth Rock Falls to construct a building on the lot within 2 years of the purchase date; should a purchaser fail to construct a building within that time period, the property ownership will revert back to the Town and a refund given to the purchaser less fees and penalties as specified in the purchasing agreement.

6. Will the Town of Smooth Rock Falls help me with my property purchase and development?

Our staff are available to answer any questions you may have and will direct you to resources that may assist you. Our team will work cooperatively with you through the purchasing process and the Building Permit process. Please do not hesitate to contact the town office should you have any questions or concerns.

Zoning Information

EXCERPT FROM THE TOWN OF SMOOTH ROCK FALLS ZONING BY-LAW #2016-04

SECTION 10 C ZONE – GENERAL COMMERCIAL

10.1 General

No person shall hereafter use any lands, nor erect, alter, enlarge, or use any building or structure in the C Zone (as shown on the attached Schedules) except in accordance with the provisions of this Section and of other relevant Sections of this By-law.

10.2 Permitted Uses

- Antique and craft shops;
- Bars;
- Business office;
- Drugstores;
- Dry cleaning and laundry outlets;
- Financial offices;
- Food stores, including grocery stores, baked food shops, delicatessen stores, and food specialty shops;
- Hotels, motor inns, and motels;
- Laundromats;
- Merchandise service shop;
- Personal service shop;
- Professional offices;
- Restaurants;
- Restaurants, Take-Out;
- Retail stores;
- Tobacconist and/or newsstands;
- Two dwelling units accessory to, and situated within the same building as a permitted commercial use; and
- Uses accessory to the foregoing.

10.3 Zone Requirements

Yard Requirements (minimum)	
Front	0.9 m (3 ft)
Rear	
Abutting Commercial or Institutional Zone	10.668 m (35 ft)
Abutting any other zone	1.524 m (5 ft)
Exterior Side	0.9 m (3 ft)
Interior Side	
Abutting Commercial or Institutional Zone	0 m (0 ft)
Abutting any other zone	7.62 m (25 ft)
Building Height (maximum)	12.192 m (40 ft)
Dwelling Units per Lot (maximum)	2
Dwelling Unit area (minimum)	
Bachelor unit	37.16 m ² (400 ft ²)
Other units	46.45 m ² (500 ft ²)

10.4 Additional Zone Requirements

a) General Provisions

In accordance with the provisions of Section 3.

b) Habitable Room Window

Where the exterior wall of a hotel establishment building contains a first storey habitable room window, such wall shall be located no less than 9.1 m (30 ft) from any interior side lot line or rear lot line.

c) Distance between Buildings

Where more than one hotel establishment building is erected on the same lot, the minimum distance between buildings shall not be less than 15.2 m (50 ft); provided that where 2 external walls facing and parallel to each other contain no openings or windows to habitable rooms, the distance between such 2 walls may be reduced to 3.0 metres (10 ft).

For the purpose of the foregoing, such external walls having an angle of divergence not more than 85 degrees shall be deemed to face and be parallel to each other.

In the above paragraph, "angle of divergence" means the interior acute angle formed by and lying between such 2 external walls or their projection.

Request for Proposals Notice

TOWN OF SMOOTH ROCK FALLS SURPLUS COMMERCIAL LAND REQUEST FOR PROPOSALS

The Town of Smooth Rock Falls (hereinafter the “Town”) invites you to submit a Proposal to purchase and develop the Surplus Commercial Land described herein.

DEFINITIONS

COMMERCIAL: Shall be read in the ordinary meaning of the word, and shall not be read as to specify a zoning designation.

COMMITTEE: Shall mean the Evaluation Committee considering the Proposals.

DEADLINE: None, proposals will be received at anytime until the property has been sold.

PROPONENT: Shall mean an individual or corporation who submits a Proposal.

PROPOSAL: Shall mean the Agreement of Purchase and Sale, together with any attachments, that set out the details of the proposed offer for the Surplus Commercial Land, as well as the proposed Commercial use for said land, and any other supporting documentation.

SURPLUS COMMERCIAL LAND: Shall mean the following three parcels of land:

1. **Civic Address:** 155 Fifth Street
Roll #: 5648000001170000000
Legal Description: PLAN M165C LOT 259 PT LOT;260 PCL 4054NEC PT

TOWN: Shall mean the Town of Smooth Rock Falls.

PURPOSE

The Town intends to sell the Surplus Commercial Land for Commercial use.

The Town reserves the right to sell the Surplus Commercial Land based on consideration of the terms of the Proposal.

Factors which the Town will consider when choosing a successful Proponent for the Surplus Commercial Land include, but will not be limited to:

1. Any conditions included in the Proposal by the Proponent;
2. The Commercial use the Proponent intends to carry out on the Surplus Commercial Land;
3. The estimated number of full time employees the Proponent expects to employ with Commercial use carried out on the Surplus Commercial Land, with evidence to support said estimate;
4. The estimated square footage and number of stories of any and all proposed structures intended to be built on the Surplus Commercial Land;
5. Demonstrated experience in the proposed Commercial use and details thereof;

6. References for the Proponent and their experience in the proposed Commercial use;
7. Quality and clarity of the submission; compliance/adherence with Proposal requirements; and
8. The overall expected benefit to the Town from the proposed Commercial use.

The above list of criteria represents areas which are to be specifically addressed in the Proposal. The Committee will not be limited to these considerations. Other considerations not specifically listed above will also be considered. The order in which the criteria are listed does not indicate the weighting of the evaluation.

SITE VISIT

Site visits by Proponents are not required under the terms of this Proposal. Proponents are encouraged to familiarize themselves with the Surplus Commercial Land, and may elect to contact the Chief Administrative Officer of the Town to perform a site visit prior to the Deadline.

FORM

The Proposal for the purchase of the Surplus Commercial Land shall be in the form of the Agreement of Purchase and Sale set out herein as **Appendix A**.

The proposed Commercial use shall be set out by the Proponent in either in the form of a letter from the Proponent not to exceed five (5) pages, or a PowerPoint presentation by the Proponent, not to exceed ten (10) slides. The proposed Commercial use letter or PowerPoint presentation shall contain all the information requested in factors 1-9 listed under the Purpose of this Request for Proposals.

PRICING

The Proposal must specify within the Agreement of Purchase and Sale, the proposed Purchase Price of the Surplus Commercial Land in Canadian Dollars.

The Proponent's development may be eligible for the Town's Community Improvement Plan. The successful Proponent will be required to apply to the Town's Council for a decision on whether the development is eligible for the Community Improvement Plan.

DEPOSIT

The Proponent shall include a negotiable cheque, as a Deposit with their submitted Proposal representing Twenty Percent (20%) of the proposed Purchase Price in their Agreement of Purchase and Sale. The cheque of the successful Proponent will be deposited upon acceptance of the Proposal and will become a non-refundable Deposit. The cheque of any unsuccessful Proponent will be destroyed.

The Deposit of the successful Proponent will be applied to the Purchase Price on the Completion Date of the Agreement of Purchase and Sale.

PROPOSED COMMERCIAL USE

The following timelines shall be complied with as set out in the Agreement of Purchase and Sale:

1. The Proponent shall apply for a Building Permit from the Town within six (6) months of the Completion Date of the Agreement of Purchase and Sale;
2. The Proponent shall commence construction of any building or structures required to carry out the proposed Commercial use within one (1) year of the Completion Date of the Agreement of Purchase and Sale; and
3. The proposed Commercial use to be carried out on the Surplus Commercial Land shall commence within two (2) years of the Completion Date of the Agreement of Purchase and Sale.

Should the Proponent fail to meet the above-noted timelines, the Surplus Commercial Land shall be re-transferred to the Town upon the repayment by the Town to the Proponent of 80% of the Purchase Price of the Surplus Commercial Land, minus any costs incurred by the Town in enforcing the terms of the Agreement of Purchase and Sale. The Town shall not reimburse the Proponent for any of their expenses incurred in satisfying the conditions of the Agreement of Purchase and Sale.

CONDITIONS ON THE PROPOSAL

Proponents may include conditions in their Proposals, but the satisfaction of said conditions are to be at the sole expense of the Proponent. The number of conditions, complexity of the conditions, expected timeframe to satisfy the conditions, and other considerations may be considered by the Committee.

INFORMATION IN THE TOWN'S POSSESSION

The Town will make available to all Proponents any information about the Surplus Commercial Land currently in the Town's possession upon request.

ACKNOWLEDGMENT

The Committee will endeavour to complete the evaluation process in the shortest time possible. The Committee reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist the Committee.

The Town reserves the right, in its sole and absolute discretion to select a preferred Proponent(s) with which to negotiate a final contract, terminate the Proposal, call and negotiate with one or more Proponents, or reject any and all Proposals. The Town will not necessarily select the Proposal(s) with the highest purchase price or any Proposal whatsoever.

In submitting a Proposal, Proponents agree that there is no recourse to the Town for its decision; and the Town will not provide any compensation to proponents for costs incurred in the preparation of Proposals; or preparation for, or attendance at, any interview requested as part of the evaluation process for Proposals received. Whenever possible, at the sole determination of the Town, additional information and/or clarifications will be obtained by telephone or other electronic means.

PROCESS

Four (4) complete sets of the Proposal are to be submitted for each Proposal proposed – one (1) marked as “Original” and three (3) sets marked as “Copy”. Proposals, marked as to the contents of the Proposal, will be received by the Chief Administrative Officer of the Town at:

Luc Denault
142 First Avenue, P.O. Box 249
Smooth Rock Falls, Ontario
P0L 2B0
Tel: 705-338-2717 Ext. 9
E-mail: Luc.denault@townsrf.ca

ERRORS, OMISSIONS, CLARIFICATIONS & ALTERATIONS

All requests for technical information or to clarify the Terms of Reference shall be addressed to the Chief Administrative Officer at the contact information provided under the Process heading.

All questions and requests for clarification relating to the Proposal and/or identification of any errors or omissions in the Proposal shall be directed to the Chief Administrative Officer. The Chief Administrative Officer may issue a written addendum. The Chief Administrative Officer will not make oral interpretations or clarifications, as to the meaning of the Proposal documents.

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the Proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Chief Administrative Officer for the purpose of clarification.

SCHEDULE

Transfer of Surplus Commercial Land: Within 60 days of the Award of Contract if possible.

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the Proposal may be communicated.

CONFIDENTIALITY

No Proponent shall have the right to review or receive any information with respect to a Proposal, documentation, or information submitted by any other Proponent. The Town is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the Town in response to this Request for Proposal become the property of the Town and as such will be subject to the disclosure provisions of the Act. Any information covered by an exemption in the Act will be redacted prior to disclosure of the balance of the Proposal.

Appendix A

AGREEMENT OF PURCHASE AND SALE

PURCHASER: _____ agrees to purchase from the...

VENDOR: The Corporation of the Town of Smooth Rock Falls the following land...

CIVIC ADDRESS: 155 Fifth Street and legally described as...

LEGAL DESCRIPTION: PLAN M165C LOT 259 PT LOT;260 PCL 4054NEC PT
(hereinafter the "Property").

PURCHASE PRICE: _____ DOLLARS (CDN\$ _____)

DEPOSIT: Purchasers submit a Deposit by negotiable cheque of representing TWENTY PERCENT (20%) of the PURCHASE PRICE payable upon submission of this Agreement of Purchaser and Sale, which will only be deposited by the Town upon acceptance by the Town of the Proponent's Proposal, and which, thereafter, will be held in trust by the Vendors' Solicitor pending completion or other termination of this Agreement and to be credited toward the Purchase Price on the Completion Date. Said Deposit shall be non-refundable to the Purchasers if the transaction is not completed on the Completion Date or other date mutually agreed to in writing by the Vendors and Purchasers.

CONDITIONS: (list any applicable)

1. The Proponent shall apply for a Building Permit from the Town within six (6) months of the Completion Date of the Agreement of Purchase and Sale;
2. The Proponent shall commence construction of any building or structures required to carry out the proposed Commercial use within one (1) year of the Completion Date of the Agreement of Purchase and Sale; and
3. The proposed Commercial use to be carried out on the Surplus Commercial Land shall commence within two (2) years of the Completion Date of the Agreement of Purchase and Sale.

Should the Proponent fail to meet the above-noted timelines, the Surplus Commercial Land shall be re-transferred to the Town upon the repayment by the Town to the Proponent of 80% of the Purchase Price of the Surplus Commercial Land, minus any costs incurred by the Town in enforcing the terms of the Agreement of Purchase and Sale. The Town shall not reimburse the Proponent for any of their expenses incurred in satisfying the conditions of the Agreement of Purchase and Sale.

SCHEDULE(S) ____, ____ & ____ (list any applicable) attached hereto form(s) part of this Agreement.

1. CHATTELS INCLUDED

2. FIXTURES EXCLUDED

3. RENTAL ITEMS: The following equipment is rented **and not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable:

4. IRREVOCABILITY: This Offer shall be irrevocable by the Vendor until _____, _____, 20____
(note: date cannot be earlier than _____, _____, 20____) 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.

COMPLETION DATE: This Agreement shall be **completed on the _____ day of _____, 20____** **(note: date cannot be earlier than _____, _____, 20____)**. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

5. NOTICES: Vendor hereby appoints his Solicitor as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX # 705-949-2465 (For delivery of notices to Vendor) FAX # _____ (For delivery of notices to Purchaser)

7. **HST:** If payable, is **in addition** to the Purchase Price.
8. **TITLE SEARCH:** Purchaser shall be allowed until 5:00 p.m., **on the _____ day of _____, 20__ (Requisition Date) (note: date cannot be earlier than _____, _____, 20__)** to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, **that its present use "vacant land"** may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
9. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for **(a)** any registered restrictions or covenants that run with the land providing that such are complied with; **(b)** any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; **(c)** any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and **(d)** any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified time referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor or his Solicitor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objecting going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property and 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyers receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is 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.

12. **DOCUMENTS AND DISCHARGE:** 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. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's Solicitor's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance

and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Affidavit of Residence and Consideration, be prepared in registerable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

17. **RESIDENCY:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that the Vendor is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof 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.

20. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective Solicitors on the day set for completion. 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.

21. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

22. **UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor's knowledge and belief no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

23. **CONSUMER REPORT:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

24. **AGENCY:** Unless otherwise specified in the Declaration of Representation, it is understood that all brokers (if any) involved in this transaction are working for the Vendor. Purchasers are at liberty to see representation from a broker under separate contract or receive customer service from the Vendor's broker.

25. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. 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.

26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

27. **ACKNOWLEDGEMENT:** The parties hereto acknowledge having received a signed copy of the accepted Agreement of Purchase and Sale.

The Vendor and Purchaser agree that the signatures and/or initials on this Agreement or its acceptance, rejection or modification, can be transmitted by FAX, or similar electronic transmission, and that communication by such means will be legal and binding on all parties.

[balance of page intentionally left blank]

DATED at _____, this _____ day of _____, in the Province of _____, 2017.

SIGNED, SEALED AND DELIVERED,
in the presence of:

_____) Per: _____
_____) PURCHASER
_____)

We, the Vendors, agree to the above Offer.

DATED at Town of Smooth Rock Falls, in the Province of Ontario, this _____ day of _____,

SIGNED, SEALED AND DELIVERED,

in the presence of:

_____)	_____
)	MAYOR – Town of Smooth Rock Falls
)	
)	
_____)	_____
)	CHIEF ADMINISTRATIVE OFFICER
)	Town of Smooth Rock Falls
)	

Authorized by by-law _____

Solicitor for Purchasers: _____

Solicitor for Vendors: Gordon P. Acton and/or Matthew M. Shoemaker
Wishart Law Firm LLP
Barristers and Solicitors
390 Bay Street, 5th Floor
Sault Ste. Marie, ON P6A 1X2

Phone: 705-949-6700

Fax: 705-949-2465

E-mail: gacton@wishartlaw.com

E-mail: mshoemaker@wishartlaw.com