Tender Package - Tender #2014-57

Roll Number: 4844-050-084-29600-0000

Property Location: Lot 155, Plan 86
North Bay, District of Nipissing

Municipal Address: 1111 Algonquin Avenue

2014 Assessment: Commercial - 80,000

2014 Taxes: $2,969.43

Zoning: District Commercial (C4) Zone

Water & Sewer Services: Yes

Cancellation Price: $3,500.00 (Minimum Tender)

Tender Closing: October 8th, 2014 - 3:00 p.m. local time
North Bay City Hall Purchasing Dept., 1st Floor
200 McIntyre St. E.
PO Box 360, North Bay, On  P1B 8H8

Tender Opening: October 8th, 2014 - 3:30 p.m. local time
6th Floor Boardroom
200 McIntyre St. E.
PO Box 360, North Bay, On  P1B 8H8

CONTACT:

Lorraine Rochefort, AMCT
Manager of Revenues & Taxation
PO Box 360
200 McIntyre St. East
North Bay, On P1B 8H8

Tel: 705-474-0626 ext. 2127
Fax: 705- 495-2378

Email: Lorraine.rochefort@cityofnorthbay.ca
DISTRICT COMMERCIAL (C4) ZONE

Permitted Uses, Commercial

Automobile Service Station or Gas Bar
Automobile Sales, Service or Leasing Establishments
Banks
Boarding, Lodging or Rooming House
Business Offices
Clubs
Data Processing Firm
Day Nursery
Financial Institutions
Funeral Homes
Food Stores
Group Home Type 2
Group Home Type 3
Hotels, Motels
Instructional Services
Liquor, Beer or Wine Stores
Local Retail Stores
Personal Service Establishment
Pet Daycare Facility
Pharmacy
Places of Worship
Public and Private Parking Areas
Places of Entertainment
Professional Offices
Repair Garages
Restaurants and Taverns
Retails Stores
Permitted Uses, Accessory Residential Uses

Dwelling units, or any residential use, connected to and forming an integral part of the commercial building shall be permitted, provided that access to the dwelling units or residential use is separate from the access to the commercial portion of the building, and no dwelling units or any other residential uses or part thereof shall be permitted on the ground floor.

All uses are subject to the regulations of Section 6.5.2 of Zoning By-law 28-80.
Submission of Tenders

Please Ensure That In Addition To The Following, You Read The Attached Tax Sale Procedure Information To Familiarize Yourself With The Municipal Act Requirements Associated With The Tax Sale By Public Tender.

➢ Every tender that is submitted to the municipality must be made on the prescribed Form 7.

Each tender must:

➢ Be either typewritten or legibly handwritten in ink;

➢ Be accompanied by a deposit in the form of a certified cheque/bank draft/money order of at least 20% of the tender amount, rounded up to the nearest penny;

➢ Be submitted in a sealed envelope addressed to the Treasurer of the City of North Bay.

➢ The outside of the envelope must be marked “Tax Sale For” (tender number, short description or municipal address of the property sufficient enough to identify to the Treasurer the parcel of land to which the tender relates);

➢ No envelope can contain tenders relating to more than one property.

➢ Tenders will be received by the Corporation of the City of North Bay, 200 McIntyre St East, North Bay Ontario, Purchasing Department, on the 1st Floor of City Hall until 3:00 p.m. and no later than 3:00 p.m. local time, as per the official bid receiving clock, on October 8th, 2014.

➢ On the date of October 8th, 2014, commencing one half hour after the advertised closing time - local time 3:30 p.m., the Tenders will be read and recorded publicly by the City of North Bay, in the 6th Floor Boardroom, of City Hall, 200 McIntyre St East.
The City of North Bay makes no representations or warranties in respect of the accuracy or completeness of the information provided herein. Interested parties should seek their own legal advice prior to submitting a bid in respect of the sale of land by public tender.

Definitions:

1. The Municipal Act, 2001 (Part XI) provides the following important definitions:
2. “Cancellation Price” means an amount equal to all the realty tax arrears owing on a parcel of land at any time together with all current realty taxes, interest, penalties, and reasonable costs incurred by the City;
3. “Tax Deed” is the deed prescribed by subsection 379(5) of the Act provided to the successful purchaser of the property after payment of the cancellation price;
4. “Notice of Vesting” means a notice of vesting as prescribed by section 379(5) of the Act conferring title to the City. If there is no successful purchaser of a parcel of land and the sale has not been cancelled by the City Treasurer, the Treasurer may prepare and register, in the name of the municipality, a notice of vesting.

Instructions to Bidders:

5. The minimum bid is the Cancellation Price.
6. A separate tender must be provided for each parcel bid on and must be in the form provided (Form 7), typewritten or legibly handwritten in ink. No substitutes can be accepted.
7. The tender must be accompanied by a deposit of at least 20% of the tender/bid amount, rounded up to the nearest penny. The deposit shall be payable by either of the following: money order; bank draft; or certified cheque by a bank or trust corporation; payable to The Corporation of the City of North Bay.
8. The City is not obliged to provide a survey or reference plan for any parcel of land being sold under tax sale.
9. The City is not obliged to inquire into the value of land prior to conducting a sale nor is there any obligation to obtain fair market value for the land or to ensure that land being sold under tax sale may sell for its fair market value at the time of the sale or in the future. The City makes no representation as to the value or marketability of the land being sold under tax sale.
10. Prior to submitting a tender, the onus is on the potential bidder to conduct his/her own inquiries into such matters as tenancies, occupancy, zoning, land use, history of land use, environmental condition, access, work orders, water/hydro and other arrears, building restrictions, title problems. The City makes no representation whatever as to the quality and/or quantity of the land being purchased. Potential bidders are further advised
that a lawyer should be retained in order to ensure that their interests are protected prior to the submission of a bid/tender and that the bidder obtains as much information about the property prior to bid/tender.

11. The City does not conduct tours or provide access to properties being sold under tax sale.

12. The City does not provide legal opinions to potential bidders in respect of issues which may arise in the context of a public sale.

13. If two bids of equal amount are tendered, then the person who submitted the earlier bid will be deemed to be the higher bid.

14. The successful tender is the highest bidder who has submitted a properly completed tender (Form 7) and who makes payment within fourteen calendar days of being notified by mail, of the balance of the amount tendered, the appropriate land transfer tax, HST if applicable, accumulated taxes and other reasonable costs to the City.

15. If the highest bidder does not submit the remaining funds as described, then the highest bidder’s deposit is forfeited and the land is offered in the same manner to the second highest bidder who then has fourteen calendar days from date of notification to tender the monies owing to the City.

16. If there is no successful bidder, the City may opt to have title to the lands vest in the City and the City may register a Notice of Vesting in favour of the City.

17. A Tax Deed, which is provided to the successful purchaser at the time when the balance of the Cancellation Price is paid, provides to the purchaser title to the land in “fee simple” subject only to:
   i. easements and restrictive covenants; and
   ii. estates and interest in the Crown in right of Canada or the Province of Ontario (ie: execution in favour of the Ministry of Finance); and
   iii. adverse possession interests by abutting owners, if any.

18. In the event that the value of any interest of the Crown exceeds the highest bid, than the City may extend the fourteen calendar days to closing referred to in Sections 11 and 12 above by up to ninety days.

19. The City is not required to provide vacant possession of any properties which may be occupied. Further, the City does not have a key to the property and therefore is not in a position to provide one to the purchaser. This is the responsibility of the purchaser.

20. Late bids submitted in response to a formal bid request cannot be considered or evaluated by the City under any circumstances.

21. To receive consideration, formal bids must be made on the requested documents or form(s) sealed and clearly marked as to contents, addressed to: The Treasurer, The Corporation of the City of North Bay, PO Box 360, 200 McIntyre St. E., North Bay, On. P1B 8H8 and include the name and address of the bidder and received time-stamped in the City of North Bay Purchasing Department, on the main floor of City Hall on or before the official closing time specified in the bid request document (Form 6). Late Submissions Will Be Rejected.
22. The City is not responsible for bids which are not properly marked with the contents, name and address of the bidder, or which are not time-stamped in the Purchasing Department, prior to the closing time specified.

23. No verbal information or advice provided in furtherance or for the purposes of this tender by the City or its staff will be binding on the City. All written instructions, specifications and terms will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should any alterations to the bid request form (Form 6) be deemed necessary by the Purchasing Manager, these alterations will be made in the form of written addenda which will be provided to all bidders who received a bid request. These addenda shall then be considered as part of the request.

24. The City of North Bay Purchasing and Tendering Policies under By-Law No. 2013-200 shall apply to this tender except and in so far as said policies conflict with the provisions of the Municipal Act, 2001, in which case the provisions of the Municipal Act, 2001 shall prevail. Copies of the above noted policies are available upon request and the payment of any applicable photocopy charges.

25. The Treasurer may halt tax sale proceedings at any time prior to the registration of a tax deed under Section 382 of the Municipal Act, 2001, as amended, where, in his or her opinion:
   i. it is not in the financial interest of the City to continue with proceedings; or
   ii. because of some neglect, error or omission, it is not practical or desirable to continue with proceedings.
SALE OF LAND BY PUBLIC TENDER #2014-57

The Corporation of the City of North Bay

Take Notice that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on October 8, 2014, at North Bay City Hall, Purchasing Department 1st Floor, 200 McIntyre Street East, PO Box 360, North Bay, Ontario P1B 8H8.

The tenders will be opened in public on the same day at 3:30 p.m., North Bay City Hall, 6th Floor Boardroom, 200 McIntyre Street East, North Bay, Ontario.

Description of Land(s)  1111 Algonquin Avenue, Lot 155, Plan 86, North Bay, Nipissing

Minimum Tender Amount: $3,500.00

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the Municipal Act, 2001 and the Municipal Tax Sales Rules made under the Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax. The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender and information package, contact:

Lorraine Rochefort, Manager of Revenues & Taxation
The Corporation of the City of North Bay
PO Box 360
200 McIntyre St E, North Bay ON P1B 8H8 (705) 474-0626 ext. 2127
Tender to Purchase

To: The Treasurer
   The Corporation of the City of North Bay
   North Bay City Hall

Address: Purchasing Department
   1st Floor, 200 McIntyre Street, PO Box 360
   North Bay, On  P1B 8H8

Telephone: (705) 474-0400

RE: Sale of: 1111 Algonquin Avenue
   Lot 155, Plan 86
   North Bay, District of Nipissing

Municipal Address: N/A

1. I/we hereby tender to purchase the land described above for the amount of
   $_________________(___________________________________________________
dollars) in accordance with the terms and conditions of the Municipal Act, 2001,
   and the Municipal Tax Sale Rules.

I/we understand that this tender must be received by the North Bay City Hall Purchasing
   Department, 1st Floor, 200 McIntyre Street E., North Bay, On.  not later than 3:00 p.m.
   local time on October 8, 2014, and that in the event of this tender being accepted, I/we
   shall be notified of its acceptance.

I/we enclose a deposit in the form of a certified cheque/bank draft/money order for the
   sum of
   $_________________(___________________________________________________
dollars) in favour of The Corporation of the City of North Bay, representing 20 per cent or
   more of the tendered amount which will be forfeited if I/we are the successful tenderer(s)
   and I/we do not pay the balance of the tendered amount, any land transfer tax and any
   accumulated taxes within fourteen days of the Treasurer notifying me/us that I/we are
   the highest tenderer.

This tender is submitted pursuant to the Municipal Act, 2001 and the Municipal Tax
   Sale Rules.

Dated at ________________________________ this ________ day of _______________,
   20__

Name of Tenderer

Name of Tenderer
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Please Note: Should you become the successful purchaser of The Property, you will be required to execute this covenant.

Environmental Release and Indemnity

The purchaser hereby assumes and releases the municipality from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands whether occurring or caused before, on or after the closing date which the purchaser has or may have by reason of any cause, matter or thing whatsoever arising out of or in any way related to the lands, including any environmental liability;

And, the purchaser hereby indemnifies the municipality from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands occurring or caused on or after the closing date which the municipality may suffer, incur, be subject to or liable for as a result of cause, matter or thing whatsoever arising out of or in any way related to the lands, including, without limitation, any environmental liability.

For the purposes of this release and indemnity, the municipality shall include their respective servants, agents, employees, directors and their related or affiliated corporate entities, but shall not include any independent contractor of the vendor.

Signed, Sealed and Delivered at North Bay this_____day of_______, 20___

Witness as to the signature of the Purchaser

Signature - Purchaser

Witness as to the signature of the Purchaser

Signature - Purchaser