

# THE CORPORATION OF THE TOWNSHIP OF STRONG

## BY-LAW 2025-008

### SALE OF LAND

(OR OTHER DISPOSITION OF MUNICIPAL LAND)

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**WHEREAS** Section 270 of the Municipal Act S.O. 2001, c.25, as amended effective January 1, 2007, requires Municipalities to adopt and maintain policies with respect to the sale or other dispositions of land;

**AND WHEREAS** the purpose of this by-law is to update the current Municipal policies on the sale and other disposition of land.

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF STRONG AS FOLLOWS:**

1. TITLE

This by-law shall be called the **Sale of Land By-law**.

2. CONTENTS:

PART 1 - Sale of Land (Other than Public Highways)

PART 2 - Sale of Land (Public Highways)

PART 3 - Exclusions, No Public Notice or Appraisal Required

PART 4 - General Provisions  
i) Adjournment  
ii) More Comprehensive Notice  
iii) Effective Date

3. DEFINITIONS

3.1 In this By-law:

- a) **Appraisal** shall mean a written opinion of the fair market value of the land. This may be provided by:
  - i) the Clerk's office, having reference to assessed values in the surrounding area, or,
  - ii) by an opinion of a Real Estate Agent, having knowledge of land values in the area, or,
  - iii) by a formal valuation by a qualified Real Estate Appraiser.
- b) **Assessed Value** shall mean the value placed on a property for municipal taxation purposes. In Ontario, the Assessment Act designates the Municipal Property Assessment Corporation (MPAC) as the only assessment authority.

- c) **Other Disposition** means the granting of the use of land by:
  - i) lease for a period of 21 years or more, or,
  - ii) a lease with options to renew for a period greater than 21 years, but,
  - iii) this does not include a licence given by the Municipality which is revocable by the Municipality within the 21 year period.
- d) **Sale** means a transfer of legal title in land and includes a lease of 21 years or longer.

## **PART 1**

### **(Other than Public Highways)**

#### **4. SALE REQUIREMENTS**

4.1 **Method of Sale** - Council shall have the absolute discretion to select the particular method of disposing of a parcel of land to the public for sale. Such method may include:

- a) sale by public tender;
- b) listing with a real estate firm(s) or broker;
- c) direct sale (no agent);
- d) such other method as is determined by Council.

##### 4.1.1 **Unsolicited Offers**

- a) unsolicited offers to purchase a parcel of real estate may be considered by Council;
- b) where more than one (1) person has expressed an interest in purchasing real property, or whether Council believes it to be in the best interest of the municipality, Council may by Resolution direct that the real property be sold by tender.

4.2 **Appraisal** - The Municipality shall, prior to the sale of any land:

- a) obtain at least one (1) appraisal of the land in the manner as deemed appropriate by Council (see definition 3.1 (a) above);
- b) this provision (appraisal) shall not apply to any other disposition of land (defined in paragraph 3.1(b) above).

##### 4.3 **Sale Price of Land**

Council at its discretion shall determine the sale price of any land. The sale price includes the sale price of land and the anticipated costs being incurred by the Municipality with respect to the sale including legal fees, surveys (if applicable), appraisal fees (if applicable) and the publication of the Public Notice.

##### 4.4 **Surplus Land**

Council shall, prior to the sale of land, determine by By-law or Resolution, that the subject lands are surplus to the requirements of the Municipality.

#### 4.5 **Public Notice**

Unless otherwise directed by Council, Public Notice shall be given,

- a) Publishing - The Municipality shall give Notice to the public of a proposed sale or other disposition of land by publishing a Notice at least three (3) times, one week apart, in a newspaper having local circulation in the Municipality.
- b) Posting - The Municipality shall post the Public Notice in a minimum of three (3) places in the general area of the land being sold for three (3) consecutive weeks prior to the Council Meeting.
- c) Website - The Municipality shall post the Public Notice on the municipal website for a period of three (3) consecutive weeks.

##### 4.5.1 **Council Consideration : Interval**

Final consideration of the proposed sale or other disposition by Council shall not take place sooner than one (1) week after the last published date, after the last of, the publishing date, the posting date, the website date, which ever shall be last.

#### 4.6 **Public Comment**

The Notice shall specify that anyone wishing to comment on the proposed sale or other disposition may do so by:

- a) delivering such comment in writing to the Clerk of the Municipality on or before the date the subject matter is to be considered by Council; or,
- b) by appearing at the Council Meeting and advising the Clerk that the person wishes to speak to the issues.

#### 4.7 **Sales Agreement**

Where Council has resolved to enter into an Agreement of Purchase and Sale on particular terms, and even where such terms may be first discussed and resolved in Closed Session as permitted by the Municipal Act, Council shall convene in open session and pass a particularized by-law confirming the sale of the land that is the subject of the aforementioned Agreement of Purchase and Sale.

## **PART 2**

### **(Public Highways)**

#### **5. SALE REQUIREMENTS**

Where the land being sold is all or part of a Public Highway, or of a former Public Highway, the following provisions shall apply.

##### **5.1 Surplus Land**

Council shall first determine that the land is surplus to the requirements of the Municipality.

##### **5.2 Approval in Principle**

- a) Application Form: Application Fee  
On receipt of a request to purchase all or part of a Public Highway, the Applicant shall fill out an Application Form, pay the required fee (see Schedule A attached), and after preliminary investigation the matter shall be placed on Council's agenda.
- b) Council Resolution  
Council shall by Resolution reject, defer, or approve in principle the Application. Any approval in principle shall include,
  - i) any additional conditions required by Council;
  - ii) a condition that the Application is subject to investigation by the Clerk's office;
  - iii) a stipulation that the Applicant is responsible for all administrative and legal costs in connection with the Application and its processing.
- c) Initial Deposit (After Councils Resolution)  
The Applicant on receiving a Resolution approving in principle shall file an initial deposit against legal and administrative fees, as set out in Schedule A attached.
- d) Sale Price  
Unless otherwise determined by Council, the sale price shall be as set out in Schedule A attached.

#### **6. PUBLIC NOTICE**

6.1 Prior to Council's consideration of a Road Closing By-law there shall be, unless otherwise directed by Council,

- a) Publishing - Notice to the Public of the proposed closing and sale of all or part of a Public Highway shall be published for three (3) consecutive weeks in a newspaper having local

circulation in the Municipality.

- b) Posting - Posted in a minimum of three (3) places in the general area of the road allowance being closed, at three (3) consecutive weeks prior to the Council meeting.
- c) Website - If the Municipality has a website, to be posted thereon for a period of three (3) consecutive weeks and such posting shall be deemed to be posting in the Township offices.

#### 6.1.1 **Council Consideration: Interval**

Final consideration of the proposed sale or other disposition by Council shall not take place sooner than one (1) week after the last published date, after the last of, the publishing date, the posting date, the website date, which ever shall last occur.

#### 6.2 **The Notice shall also include:**

- a) Description: a description of the lands which is the subject matter of the Notice;
- b) Intention: intention and purpose of the by-law;
- c) Date and Time: the date and time that the by-law will come before Council;
- d) Location: the location of the Council Meeting;
- e) Representation: a statement that Council will hear from anyone in person or by his/her counsel, solicitor or agent who claims that his/her lands will be prejudicially effected by the by-law, and who applies to be heard;
- f) Reference Plan: a copy of the Reference Plan (if available) can be inspected at the at the Municipal offices.

#### 6.3 **Time of Council's Consideration**

Council's consideration of the proposed sale, or other disposition, shall not be sooner than one (1) week after the last day the Notice has been published.

**PART 3**  
**(Exclusions, No Public Notice or Appraisal Required)**

**7. NOTICE OR APPRAISAL NOT REQUIRED**

7.1. The Public Notice and Appraisal portion of this policy (paragraph 3.1(a) and 3.1(b)), shall NOT apply to the sale or other disposition of the following classes of land unless Council at its discretion determines that an appraisal is necessary for such sale:

- a) **Reserves** - land 0.3 metres or less in width acquired in connection with an approval or decision under the Planning Act or otherwise;
- b) **Abutting Owners** - closed highways (excluding Original Shore Road Allowances) if sold to an owner of land abutting the closed highway;
- c) **Former Railway Lands** - land formerly used for railway lines if sold to an owner of land abutting the former railway land;
- d) **No Direct Access** - the subject land that does not have direct access to a highway and if sold to the owner of land abutting that land;
- e) **Expropriation Act** - land repurchased by an owner in accordance with s.42 of the Expropriations Act;
- f) **SS. 107 and 108 Municipal Act** - land sold under ss.107 (grants guaranteed) and 108 (small businesses) of the Municipal Act, 2001;
- g) **Land sold to Municipality or Local Board** - land sold to a Municipality, a local board including a school board and conservation authority, or the Crown in Right of Ontario or Canada and their agencies.

**8. SPECIAL PROVISIONS**

This By-law shall NOT apply to the sale or other disposition of land in the following classes of land:

- (a) **Capital Facilities Agreement**  
land sold under s.110 of the Municipal Act, 2001 (municipal capital facilities agreement);
- (b) **Industrial Operations**  
land to be used for the establishment and carrying on of industries and industrial operations and incidental uses;
- (c) **Sale for Tax Arrears**

land sold under Part XI of the Municipal Act, 2001 (sale of land for tax arrears).

- (d) Electrical and Communication Easements  
an easement required for electrical distribution line, electricity transmission line, hydro carbon distribution line, within the meaning of Part VI of the Ontario Energy Board Act, 1998, Bell Telephone, or any cable company.

**PART 4**  
**(General Provisions)**

**9. ADJOURNMENT**

**9.1 Adjournment: Notice deemed to continue**

Where notice of a public meeting or notice of intention to pass a by-law has been given in accordance with this by-law, Council may adjourn the public meeting to another specified date, or may adjourn to continue consideration of the by-law to another specified date. On such subsequent date, notice shall be deemed to have been sufficiently given to continue the public meeting or consideration and pass the proposed by-law.

**9.2 More comprehensive Notice**

Nothing in this by-law shall prevent the Clerk from using a more comprehensive method of giving Notice, or, providing for longer or shorter Notice period, when directed by by-law or resolution of council.

**10. TIE PROCEDURES**

10.1 In the event that submitted bids/tender for purchase of lands result in a tie, Township staff shall first review the evaluation criteria and tender documents to ensure no computational errors have occurred.

10.2 If no errors are found pursuant to section 10.2, which would disqualify a bid/tender, Council shall direct invitation for the tied bidders to submit a best and final offer for consideration at the next available Council Meeting.

**11. EFFECTIVE DATE**

11.1 This by-law shall become effective on the date of passing.

11.2 Provided however, that any procedure followed under the repealed by-law prior to the effective date of this by-law, shall be deemed to be in compliance with the *Municipal Act* and this by-law with respect to any sales of land that are completed on or after the effective date.

**12. REPEAL**

10.1 By-law 2011-010 is hereby repealed.

THIS BY-LAW READ A FIRST, SECOND TIME THIS 28<sup>TH</sup> DAY OF JANUARY 2025

AND THIRD TIME, AND FINALLY PASSED THIS THE 28TH DAY OF JANUARY, 2025

**THE CORPORATION OF THE  
TOWNSHIP OF STRONG**

Original Copy Signed

\_\_\_\_\_  
**Mayor, Tim Bryson**



Original Copy Signed

Seal

Clerk Administrator, Caitlin Haggart

**SAMPLE AGREEMENT OF PURCHASE AND SALE**

B E T W E E N:

**THE CORPORATION OF THE TOWNSHIP OF STRONG**

hereinafter called the "Municipality"

OF THE FIRST PART,

- and -

\*

hereinafter called the "Purchaser"

OF THE SECOND PART.

WITNESSETH that the Municipality agrees to sell and the Purchaser agrees to purchase all the interest of the Municipality in All and Singular, that certain parcel or tract of land situate, lying and being in the Township of Strong, in the District of Parry Sound, and more particularly described as follows, that is to say:

LOT XXX PLAN MXXX; STRONG  
together with and subject to easements and rights of way more particularly described in Schedule "B" hereto.

BEING ALL OF PIN XXXX

Municipally known as [Street Name], [Town], Ontario

hereinafter referred to as "the Lands"

on the following terms and conditions:

**PRICE**

1. The Purchase Price of the Lands is the sum of \_\_\_\_\_  
**DOLLARS** of lawful money of Canada.

**PAYMENT TERMS**

2. On execution of this Agreement, a deposit of \_\_\_\_\_  
**DOLLARS** shall be paid by the Purchaser to the Municipality and the balance shall be payable by certified cheque or bank draft on closing.

**ADJUSTMENTS**

3. Any rents, mortgage interest, realty taxes including local improvement rates, 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 the Purchaser.

**CHATELS**

4. The following chattels, the property of the Municipality, shall be included in this sale for the price above mentioned.

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N/A

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**FIXTURES**

5. All fixtures shall remain with the property except the following:

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N/A

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**RENTAL ITEMS**

6. The following equipment is rented and not included in the purchase price. The Purchaser agrees to assume the rental contract, if assumable:

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N/A

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**TITLE**

7. The Purchaser is to be allowed until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to investigate the title to the Lands at the Purchaser's own expense and if within that time any valid objection to the title is made in writing which the Municipality will be unwilling or unable to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement shall be null and void, notwithstanding any intermediate acts or negotiations in respect of such objections, and the Deposit shall be repaid to the Purchaser without interest or deduction and the Municipality shall not be liable for any costs or damages resulting therefrom. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the Municipality's title to the Lands.
8. The Purchaser agrees to accept the Lands subject to all municipal requirements including Building and Zoning By-Laws, Site Plan Control designations and Site Plan Agreements, minor easements for hydro, gas, telephone or like services and to restrictions and covenants that run with the Lands.
9. The Purchaser hereby accepts the title of the Municipality to the said Lands subject to any reservations in the original Patent from the Crown. Should the Municipality own the surface rights only of the Lands, the Purchaser agrees to accept title to the surface rights only.

**DOCUMENTS**

10. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as is in the possession of the Municipality. If requested by the Purchaser, the Municipality will deliver any sketch or survey of the property within the Municipality's control to the Purchaser as soon as possible and prior to the Requisition Date.

### **SPECIAL CONDITIONS**

11. The Special Conditions set forth in **Schedule "A"** hereto form part of this Agreement.

### **COMPLETION**

12. The within transaction shall be completed on or before 4:00 p.m. local time on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on which date vacant possession of the Lands is to be given to the Municipality unless otherwise provided for herein.

### **INSURANCE**

13. Any buildings on the property and any other things being purchased shall be and remain until completion at the risk of the Municipality. Pending completion, the Municipality 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, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or take the proceeds of any insurance up to but not exceeding the balance to close and complete the purchase. No insurance shall be transferred on completion.

### **CLOSING ARRANGEMENTS**

14. Where each of the Municipality and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale (Land 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 Municipality and the Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Municipality and the Purchaser 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 lawyer(s) 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 Municipality and the Purchaser 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.

### **EXTENSIONS**

15. Any time limit or closing date as set out in this Agreement may be extended on behalf of the Municipality by the written consent of the Clerk Administrator without the necessity of specific Municipal Council authorization.

### **UTILITY CONNECTIONS**

16. The Purchaser shall be solely responsible for all costs and expenses related to connecting to utility services.

### **PROTECTION OF MUNICIPAL PROPERTY**

17. The Purchaser shall not do or omit to do anything on any part of the said Lands which will interfere with or cause damage to any service installed or to be installed on any part of the said Lands or on any Municipally-owned property adjacent thereto, which services include, without limiting the generality of the foregoing, roads, ditches, drains, sidewalks, grade stakes, gas lines, water lines, water boxes, telephone boxes and hydro electric works. Any such damage may be corrected by the Municipality at the expense of the Purchaser and the Municipality shall have an immediate right of entry for the purpose of undertaking such work.

### **UFFI**

18. The Municipality represents and warrants that during the period of its occupancy of the Lands no building on the Lands has been insulated with urea formaldehyde foam insulation. This warranty shall survive completion of this transaction.

### **COMPLIANCE**

19. The Municipality shall not be responsible for ensuring that the Improvements on or uses of the Lands comply with any applicable by-laws (zoning or otherwise) or Provincial or Federal laws, regulations or any other requirement.

### **ZONING BY-LAW**

20. In the event that the Purchaser requires an amendment to the Zoning By-Law and/or Official Plan in order to proceed with the required development, it shall make application to the Council of the Municipality for consideration pursuant to the Planning Act. Nothing herein binds the Municipality to enact any amendment to the Zoning By-Law and/or Official Plan and all costs relating to any such amendment shall be borne by the Purchaser.

### **SURVEYS**

21. The Purchaser is solely responsible for all survey costs, including but not limited to plans, locating survey stakes or bars on the said Lands.

### **NO MUNICIPAL WARRANTY**

22. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Lands or supported hereby other than as expressed herein in writing.
23. Without restricting the generality of the foregoing, the Municipality makes no representation or warranty as to the fitness of the Lands for the uses intended by the Purchaser and specifically makes no representation or warranty as to any environmental pollutant that may be in the soil.

### **SOIL TESTS**

24. The Purchaser shall have the right to take soil tests on the condition that the Purchaser restore the Lands to their original condition and within the time herein set out for examining the title to the Lands. In the event that the soil tests disclose a material presence of pollutants, the Purchaser may during such period, so notify the Municipality, which shall then have the option of removing the pollutants prior to closing or cancelling this Agreement and returning the deposit monies without further obligation or liability. Failing the Purchaser conducting such tests within such time or failing the Purchaser notifying the Municipality of any pollutants found in the soil within the aforesaid time limit, this Agreement shall be fully enforceable against the Purchaser notwithstanding such failure to examine the soil or failure to notify the Municipality of any found pollutants and the Purchaser shall be deemed conclusively to have accepted the Lands on an "As Is Where Is" basis.

### **LEGAL FEES**

25. The Purchaser shall be responsible for all legal fees incurred by the Municipality in connection with the preparation of this Agreement; the completion of the transaction hereunder, and the completion of any re-purchase of the Lands by the Municipality as referred to herein.

### **DOCUMENT PREPARATION**

26. The Transfer/Deed or Municipality's electronic form is to be prepared by the Municipality's Solicitor in a form acceptable to the Purchaser's Solicitor acting reasonably and if a Charge/Mortgage or equivalent electronic form is to be given back, same is to be prepared at the expense of the Purchaser on a form acceptable to the Municipality's Solicitor, acting reasonably.

### **TENDER**

27. Any tender of documents or money hereunder may be made upon the Municipality or Purchaser or upon the Solicitor acting for the Party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

### **NO ASSIGNMENT**

28. Notwithstanding anything herein elsewhere contained and notwithstanding that the Purchaser may have paid the whole purchase price, the Purchaser shall not be at liberty to assign any rights under this Agreement except with the written consent of the Municipality which consent may be withheld on its absolute discretion.

### **HST**

29. The Purchase Price does not include Harmonized Sales Tax ("HST"). If the transaction is subject to HST and the Purchaser is not a HST Registrant, the Purchaser agrees to pay the applicable HST to the Municipality in addition to the purchaser price herein.

If the Purchaser is a HST Registrant and the Municipality is not required to collect or remit the applicable HST, the Purchaser irrevocably undertakes to file the "Harmonized Sales Tax Return for Acquisition of Real Property (HST/GST Form 60 or its equivalent) with Canada Customs and Revenue Agency. The Purchaser certifies that his HST Registration Number is \_\_\_\_\_.

### **NON-MERGER**

30. The covenants of the Purchaser shall not merge on the closing of the within transaction.

### **TIME**

- 31 Time in all respects shall be of the essence hereof.

### **INTERPRETATION**

32. The title to the paragraphs herein are for convenience of reference only and do not affect the interpretation of this Agreement. In referring to the Parties, this Agreement shall be construed with all necessary changes of number and gender.

### **SUCCESSORS AND ASSIGNS**

33. The heirs, executors, administrators, successors and permitted assigns of the undersigned are bound by the terms herein.

IN WITNESS WHEREOF the Municipality has caused its Corporate Seal to be hereunto affixed and attested by its proper signing Officers duly authorized in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CORPORATION OF TOWNSHIP OF  
STRONG Per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk Administrator

IN WITNESS WHEREOF the Purchaser has caused its Corporate Seal to be hereunto affixed and attested by its proper signing Officers duly authorized in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PURCHASER  
Per:

\_\_\_\_\_  
Name:  
Title:

## **SCHEDULE "A"**

### **1. DEVELOPMENT OF THE LANDS**

- (1) The Purchaser agrees to renovate and refurbish the property as \_\_\_\_\_, which development is hereinafter referred to as "the Improvements".
- (2) A Building Permit must be obtained within \_\_\_\_\_ of the closing of this transaction.
- (3) The Improvements shall be completed in every respect in accordance with Plans and Specifications initialed by the Purchaser and Building Official of the Municipality.
- (4) Nothing herein restricts the Fire Chief and Building Official from ordering further or other improvements or safety or emergency works or other matters to be provided and done in accordance with the Ontario Building Code, the Ontario Fire Code and any other applicable law.
- (5) The Improvements shall comply with all By-Laws of the Municipality, all applicable building codes, site grading and drainage plans and any other municipal or governmental laws, regulations or requirements.
- (6) The Improvements shall be fully completed, free of deficiencies, within \_\_\_\_\_ from the date of closing of the within transaction.
- (7) In default of obtaining a Building Permit and/or completion of the Improvements as herein required, the Municipality shall have the option to repossess the Lands and to require a re-transfer of them together with the Improvements as may then be located thereon, subject to the same adjustments as at closing, with the re-transfer to be completed Thirty (30) days next following a demand by the Municipality for such a re-transfer. The re-transfer by the Purchaser to the Municipality shall be free and clear of all encumbrances. The Purchaser shall not be entitled to any refund of the Purchase Price which shall remain the absolute property of the Municipality.
- (8) The Purchaser shall request a final inspection of the Improvements by the Municipality prior to the expiry of the said \_\_\_\_\_ (Section 6) period.



**SCHEDULE "B"**

**Legal Description**

LT XXXX PL MXXXX ; Strong

BEING ALL OF PIN XXXX