



**THE CORPORATION OF THE TOWNSHIP OF CENTRAL  
FRONTENAC**

**REQUEST FOR PROPOSAL**

**RFP # CS-2021-02**

**Request for Proposal to Purchase and Redevelop Failed Tax Sale Properties  
within the  
Township of Central Frontenac**

**Closing Date:  
September 30, 2021**

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## A: SUBMISSION OF PROPOSALS

### 1. INTRODUCTION

The Corporation of the Township of Central Frontenac is soliciting proposals from qualified individuals to purchase, revitalize and/or restore the failed tax sale property(ies) listed in Attachment "A".

Property(ies) being made available through this Request for Proposal (RFP) are described individually within Attachment "B" of this RFP.

The primary objective of this call for proposals is to return the failed tax sale property(ies) to a productive and safe re-use so that one or more of the following community benefits can be realized in the near term (i.e. within 2 years) and in a meaningful way:

- a. Return and increase of annual property tax revenues
- b. Neighborhood support through improvement of property condition & standards
- c. Addition of housing
- d. Addition of employment opportunities

It is the Township's intent to negotiate an Agreement of Purchase and Sale with the successful proponent(s). Agreements of Purchase and Sale shall be completed within the timelines indicated on the next page and shall be acceptable to the Township of Central Frontenac in its sole discretion and shall contain timelines for property revitalization and/or restoration milestones if applicable, and the Township shall maintain the option to repurchase should timelines, property taxes or other requirements not be complied with. Acceptance by the Township of the conditional offer to purchase will be based on Council approving the vesting of the property.

With an Agreement of Purchase and Sale in place and Council's approval, the Township will vest title in the property(ies) and then transfer title to the successful proponent(s) as per the agreement. The Township does not own the property until the property has been vested and title has been transferred. Until that point, the current owner continues to have an opportunity to fully pay off all charges owing. Should this occur, deposits from interested proponents would be fully refunded. Proponents are advised that the arrears may be paid at any time up until the registration of a vesting deed and that in such circumstances the Township will have no liability to the proponent for any costs incurred related to this RFP or any losses or claims associated with the Township's inability to convey title; this inherent risk shall be assumed by all proponents.

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## 2. TERM OF THE PROJECT

The term of the project shall be determined by the progress of negotiations of any Agreement(s) of Purchase and Sale which result from the RFP process.

## 3. RFP SCHEDULE

DATE	ACTION
August 26, 2021	RFP release date
September 7, 2021	Final date for submitting inquiries about the RFP by 3pm
September 16, 2021	Final date for the Township to respond to inquiries about the RFP
September 30, 2021	RFP closes – Proposals due
October 7, 2021	Interview of those who submitted qualified proposals (if required, proponents will be notified on or by October 2, 2021).

Following award by Council, the proponent(s) will have up to 15 days to enter into an Agreement of Purchase and Sale. Dates in regards to closing of the transaction and taking possession of the property (ies) will be determined in the agreement of purchase and sale.

Although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

## 4. PROJECT AUTHORITY AND INVOLVEMENT

The selection of any successful proposal will be by the Township of Central Frontenac upon review and recommendation made by select council member(s) and municipal staff familiar with the environment, planning, and financial aspects of the property (ies). Final approval rests with Council. Participation in this RFP in no way guarantees the approval of any agreement with any party. Also, an award by Council in no way guarantees that an acceptable agreement of purchase and sale will be entered into. The Township will negotiate in good faith with the successful Proponent to enter into an agreement of purchase and sale which is consistent with the successful proposal.

The Township is soliciting proposals for revitalization and/or restoration of the subject property(ies) using the authority to do so for Failed Tax Sale Properties as described within Part XI of the Municipal Act of Ontario.

Proponent(s) should note that the Township is not the owner, nor is it in a position of care or control of the subject property (ies). The Township will vest title in the subject property (ies) only for the purpose of transferring title to a third party and only when an Agreement of Purchase and Sale has been completed with a successful respondent to this request for proposal.

## 5. PROJECT STAKEHOLDERS

The Township of Central Frontenac is the project authority for this Request for Proposal.

## 6. INQUIRIES

Any clarification of this document or request for additional information must be received by 3:00 pm on September 7, 2021 by email to:

J. Michael McGovern, Treasurer

Email: [treasury@centralfrontenac.com](mailto:treasury@centralfrontenac.com)

If necessary, a written addenda will be posted on the Township website only. Should any proponent(s) find discrepancies in, or omissions from the specifications, or should a proponent(s) be in doubt as to their meaning, they must notify the Township staff contact indicated in this section in order to obtain clarification. No proponent(s) may claim any advantage from any error, inconsistency or omission in the RFP.

It is the responsibility of the proponent(s) to refer to the Township of Central Frontenac website for any updates to this project or addenda.

## 7. PROPOSAL CONTENT

Each proposal submitted must include a demonstrated understanding of the Township's objectives as stated in this RFP, and an explanation of the proponents proposed use and any proposed improvements to be made. To be considered complete, in addition to all other requirements stated within the RFP, each proposal must also provide:

- A signed and witnessed copy of the Form of Irrevocable Offer and Acceptance of Terms of Use for Property Information ( Attachment C), and
- Proposal Deposit in the amount of 10% of your bid amount by certified funds, and
- If applicable, a complete list of all properties currently owned by the proponent(s) within the Township and whether or not you are related by blood or marriage to the current owner of the property. (see Attachment "D")

The Township is bound to comply with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and therefore any document(s) provided to the Township of Central Frontenac in response to this RFP may be accessible to any member of the public through a valid freedom of information request unless specific criteria for confidentiality are met. In general, an entire proposal cannot be deemed business confidential and proponent(s) must indicate which portions of their proposals, if any, contain information that is confidential by virtue of it providing details that, if revealed to a competing business, would clearly place the proponent(s) at a competitive disadvantage. Notwithstanding the above, the Township of Central Frontenac cannot guarantee that contents of proposals can be maintained as business confidential.

Each proposal must also contain each of the following elements:

1. Provide a comprehensive description of the intended use for the property(ies)
2. Indicate the proposed schedule for a revitalization and/or restoration.
3. Demonstrate an understanding of the existing land use planning policies and regulations of the current Township Official Plan designations and Zoning and identify the nature and extent of any amendments to the Official Plan or Zoning By-Law that will be required to permit the submitted development concept.
4. Provide a detailed financial plan for the purchase and revitalization and/or restoration of the property(ies).

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## 8. EVALUATION OF PROPOSALS AND AWARD OF PROPERTY(IES)

Submissions will be initially reviewed to ensure all eligibility requirements are met and where more than one complete submission exists for a property parcel, the proposals will be evaluated based upon the following criteria:

Proposed use of Land	50%
Financial Plan (including offer price)	40%
Completion and timing	10%

Based on the above, and subsequent to potential negotiations, if necessary, with individual proponent(s), Township staff may recommend to Council that municipal vesting of title and award of individual property(ies) takes place.

The Township of Central Frontenac reserves the right to interview proponent(s) and/or request clarification related to proposals received and, at its sole discretion for any reason, may not award the property(ies) that is the subject of this call for proposals.

The award of a property(ies) that has been approved by Council will only result in a binding agreement upon the completion of an Agreement of Purchase and Sale between the Township of Central Frontenac and any successful proponent(s), on terms satisfactory to the Township.

**No Obligation to Contract.** Submissions made in response to this RFP do not constitute the acceptance of a contract with the Township. Submissions constitute offers which the Township may or may not accept at its sole discretion. The Township further reserves the right to accept or reject any or all proposals or parts of proposals, or to accept any proposal considered in its best interest, and to request re-proposals on specified terms. The Township also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Township further reserves the right to award the contract in any manner as shall best serve the interests of the Township in the opinion of the Township. The Township reserves the right to include consideration of any outstanding claims against or by the Township, and to reject any proposal based on any basis considered relevant by the Township.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Township and after negotiation, only by entering into a formal contract upon such acceptance of the terms, responsibilities, and specifications as required by the Township, including but not limited to those set out herein. The Township reserves the right to reject an offer where the Township determines that the person making the offer is in any way indebted to the Township and in its sole discretion is of the opinion that it is in the Township's best interests that the offer be rejected.

Notwithstanding any other provision in this RFP, the Township reserves the right in its sole, absolute and unfettered discretion to:

- a. request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate such response to that request for clarification into their proposal;

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- b. consider during the evaluation of proposals and/or adjust a Proponent's scoring and/or reject a Proponent's proposal on the basis of:
  - i) a financial analysis;
  - ii) information provided by references;
  - iii) the information provided by a Proponent pursuant to the Township of Central Frontenac exercising its clarification rights under this RFP process; or
  - iv) Any other information deemed relevant by the Township of Central Frontenac that arises during the RFP process;
- c. verify with any Proponent or with a third party any information set out in a proposal;
- d. disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
- e. disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP process;
- f. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- g. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- h. accept or reject any or all proposals in whole or in part;
- i. accept any irregular or non-compliant proposal;
- j. discuss with any Proponent different or additional terms to those contemplated in this RFP; or

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Proponents acknowledge that the Township of Central Frontenac may rely upon the criteria it deems relevant, in addition to the criteria disclosed to the Proponents in this RFP. By submitting a proposal, the Proponent acknowledges the Township of Central Frontenac's rights under this Section and absolutely waives any right or cause of action against the Township of Central Frontenac or its agents arising in any way from or relating to this RFP process, whether such right arises at law, equity, in contract, negligence or otherwise.



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## 9. SUBMISSION OF PROPOSAL

### **You must submit one proposal for each individual property.**

Please submit a signed original of your proposal, two hard copies of the complete proposal in a sealed envelope, clearly labeled; signed by an authorized signatory, and proposal deposit of 10% of your bid by certified funds to:

The Corporation of the Township of Central Frontenac  
1084 Elizabeth Street  
Sharbot Lake, Ontario  
K0H 2P0

Attention: J. Michael McGovern, Treasurer  
Failed Tax Sale RFP

Proposals **MUST** be received at this location **NO LATER THAN 3:00 P.M. LOCAL TIME, on September 30, 2021.** Proposals received after the above due date and time will not be considered.

The deposit shall be held by the Township of Central Frontenac until:

The proposal is rejected by the Township in its sole discretion, or  
the Proponent executes an agreement of purchase and sale.

The deposit shall be returnable without interest to the unsuccessful proponent(s).

## **B: PROJECT REQUIREMENTS**

### **1. INTRODUCTION**

The Corporation of the Township of Central Frontenac wishes to vest title in a failed tax sale property for the purpose of transferring ownership to individuals so that the property will be revitalized and/or restored or returned to productive use to the benefit of the Township and the neighbourhoods in which they exist.

Cursory information collected by the Township is available for the subject property(ies) under Attachment B and generally consists of a Property Information Form and aerial map, when available. Proponents are advised that the enclosed information is not complete and the Township makes no warrantee or representation about the accuracy of the information.

### **2. PROJECT COSTS**

The Township of Central Frontenac will not provide any funds to any proponent(s) in relation to this Request for proposal. All costs associated with the award of a property to a proponent(s) includes but are not limited to: subsequent title transfers, due diligence, development applications, inspections, engineering, remediation, construction, insurance, financing, land transfer tax and HST, if applicable, are the sole responsibility of the proponent(s). It is the successful proponent's responsibility to obtain vacant possession.

The Township of Central Frontenac is not liable for RFP costs. The Township of Central Frontenac is not liable for any costs incurred by the submitter of a proposal in responding to this Request for Proposal.

### **3. BACKGROUND OF THE PROJECT**

This Request for Proposal is compliant with the Township of Central Frontenac strategic goals for failed Tax Sale properties.

### **4. AVAILABLE RESOURCES**

The Township of Central Frontenac shall remove the property(ies) taxes owing (back taxes) from property(ies) where there is a successful Agreement of Purchase and Sale and title transfer to the successful proponent as a result of this Request for Proposal. Proponents are advised to exercise due diligence in relation to any liens that may be on title and which may not be eliminated by the vesting of title. Title may be subject to easements, restrictive covenants, interests of the Federal Crown, and interests acquired by adverse possession. Proponents must conduct their own due diligence to satisfy themselves of the nature of the property and any encumbrances that may run with title.

**NOTE:** A property having a non-governmental lien such as a mortgage or bankruptcy will have the lien eliminated at the time the Township vests the property for ownership transfer. Further, all Provincial Crown Interests will be removed from the property at the time the Township vests the property for ownership transfer. Federal Crown Liens are not eliminated and remain the responsibility of the successful Proponent.

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## 5. OBJECTIVES

The objective of this RFP is to return failed tax sale properties to productive and safe re-use.

## 6. ASSUMPTION

In preparing a response(s) to this Request for Proposal the proponent(s) will assume the following:

- a. The Township cannot fetter its discretion to make, approve or modify Official Plan policies or zoning by-laws by contract or agreement as a result of this RFP or consequent agreements;
- b. The Township of Central Frontenac does not own the property(ies), nor is it in care or control of the property(ies). There is no right of entry on the property(ies) and doing so would be considered trespassing.
- c. Information available from the Township concerning the property(ies) is as disclosed in this RFP. The Township makes no warranties or representations that the reports and information are accurate or complete. Any reliance on the provided information is at the sole risk of the proponent(s).
- d. The Township makes no warranties or representations as to the environmental condition of the property(ies) or the condition of any structures on the property(ies). It is the responsibility of the proponent(s) to satisfy itself as to the condition of the property(ies) and the fitness of the property(ies) for any intended or proposed use. The Township assumes no liability for the condition of the property(ies) whatsoever.
- e. Any agreement of purchase and sale will be for a sale of the property(ies) on an "as-is-where-is" basis only. There will be no warranties or representations as to the environmental condition of the property(ies) by the Township.
- f. Any agreement of purchase and sale will require indemnities to hold the Township harmless and indemnify the Township against any third party claims and regulatory orders issued related to the property(ies).

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- g. Any agreement of purchase and sale will contain an option for the Township to take back title to the subject property(ies), without compensation to the proponent(s), should the requirements and schedules for the revitalization and/or restoration of the subject property(ies) not be complied with.
- h. Any contract entered into by the Township as a result of this RFP is subject to approval by Council.
- i. The Township does not warrant or represent that any of the properties have access from or frontage on a municipally maintained road.
- j. The Township does not warrant or represent that any of the properties are capable of being developed or that a building permit will be issued for the proposed use.
- k. The Township shall not be obligated, by virtue of transferring title to any property(ies), to provide access or services of any kind to the property(ies).

## 7. RESOURCE REQUIREMENTS

Proponent(s) are required to provide all resources required to prepare and submit a response to this request and for any follow-up by a successful proponent(s).

Successful proponent(s) will be required to provide securities, in amounts to be negotiated, that will be held by the Township of Central Frontenac to ensure meaningful implementation of proposed project plans and schedules.

## 8. FORMAL CONTRACT

Any proponent(s) awarded a property(ies) as a result of this Request for Proposal will, within fifteen(15) days of Council's authorization, be required to enter into a Formal Agreement of Purchase and Sale satisfactory to the Township of Central Frontenac's Council, which will incorporate or reflect all provisions set out in this RFP. All rights of cancellation vested with the Township.

Agreements of Purchase and Sale will contain project milestones, reporting requirements and dates and also provisions for reversion of title to the Township of Central Frontenac in the event that proposed project plans and/or milestones are not met.

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## ATTACHMENT A: LIST OF PROPERTIES FOR SALE

File #	Property Description
18-06	Located Near Fish Creek Rd - PIN 36157-0028 (LT)
18-15	Located Near Bordenwood Rd - PIN 36170-0163 (LT)

**ATTACHMENT B: PROPERTY INFORMATION**

**Property Information Form**



Municipality	Township of Central Frontenac
Roll Number	1039 040 020 00705 0000
File Number	18-06
Municipal Address	Not assigned – Near Fish Creek Rd
Brief legal description	PIN 36157-0028 (LT); Part Lot 19 Concession 1 Hinchinbrooke as in HIG4324 West of FR572026 (Portion 31);
Assessed value	\$30,500
Property size (Area, Frontage, Depth)	13.81 Acres
Is the property on a lake or a bay or a river?	No
Is this property accessible by a public road?	Unknown
Is there a house on the property?	Unknown
Is there some other structure on the property?	Unknown

**\*Information provided as per the (year) Assessment Roll provided by Municipal Property Assessment Corporation (MPAC)**

**Aerial photo is on next page**

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**Roll #:** 103904002000705     **PIN #:** 361570028

**Location:** FISH CREEK RD

**Legal Description:** HINCHINBROOKE CON 1 PT LOT;19





**Not a legal plan of survey!**

**This information is provided for initial reference purposes only and may contain information which is incorrect or inaccurate.**

**This information is not guaranteed. Use at your own risk.**

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# Property Information Form

Municipality	Township of Central Frontenac
Roll Number	10 39 010 020 03610 0000
File Number	18-15
Municipal Address	Not Assigned – Near Bordenwood Rd;
Brief legal description	PIN 36170-0163 (LT); Part Lot 25 Concession 4 Kennebec as in FR530661; Central Frontenac.
Assessed value	\$11,000
Property size (Area, Frontage, Depth)	7.52 AC
Is the property on a lake or a bay or a river?	No
Is this property accessible by a public road?	Unknown
Is there a house on the property?	Unknown
Is there some other structure on the property?	Unknown

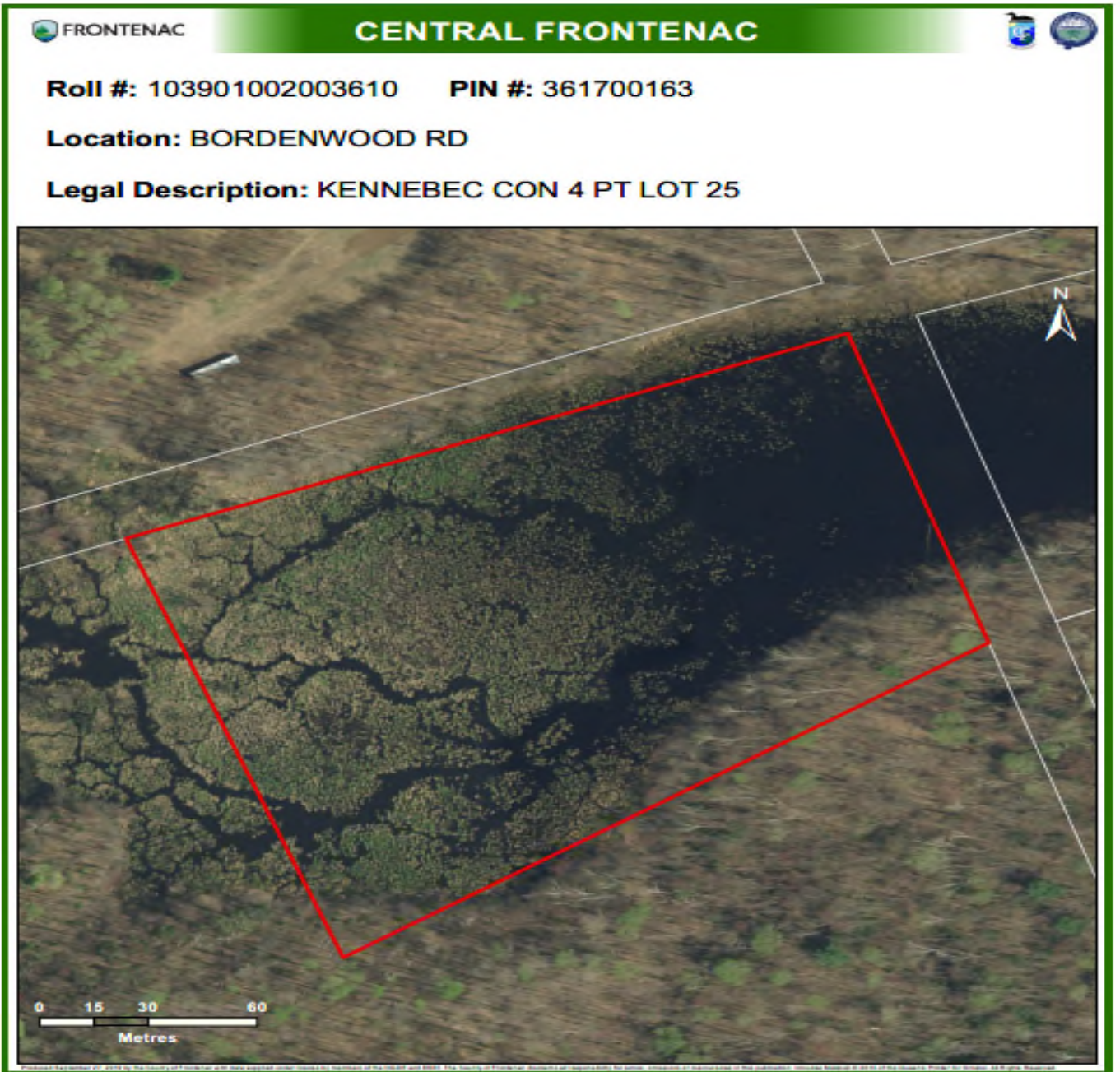
**\*Information provided as per the (year) Assessment Roll provided by Municipal Property Assessment Corporation (MPAC)**

**Aerial photo is on next page**



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**Not a legal plan of survey!**

**This information is provided for initial reference purposes only and may contain information which is incorrect or inaccurate.**

**This information is not guaranteed. Use at your own risk.**

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**ATTACHMENT C: ACCEPTANCE OF TERMS OF USE FOR PROPERTY INFORMATION AND IRREVOCABLE OFFER**

I hereby acknowledge that the property information provided as part of Request for Proposals No. CS-2021-02 is provided for information purposes only, does not constitute engineering or planning advice and that the Township of Central Frontenac makes no guarantee of its accuracy or completeness and that I agree that it is my sole responsibility to verify any aspect of the information that may be relevant to decisions made by me in submitting my proposal. I agree to hold the Township of Central Frontenac harmless for any result of any decision I or my agents may make as a result of using the information provided and any reliance I may place on the information provided is done so at my sole risk and with full knowledge of the limitations described within this request for proposal.

I hereby offer to provide the requirements under **RFP No. CS-2021-02** to The Corporation of the Township of Central Frontenac, according to the terms set out in this proposal as well as in the

RFP, including the requirement for and acceptance by a formal Agreement of Purchase and Sale acceptable to The Corporation of the Township of Central Frontenac. I also agree that this irrevocable offer shall be open to acceptance by the Township for a period of 90 days from the closing date for the receipt of proposals. Should there be a discrepancy between the offered sale price in Attachment C and the proposal content, attachment C will supersede.

I hereby offer a purchase price of \$ \_\_\_\_\_ for the property described in this RFP as File # \_\_\_\_\_.

**Are you related by blood or marriage to the current property owner for which you are submitting a proposal?** YES \_\_\_\_\_ NO \_\_\_\_\_

**IF YES, STATE RELATION TO OWNER** \_\_\_\_\_

**WITNESS** \_\_\_\_\_ **SIGNED** \_\_\_\_\_

**OR** **NAME** \_\_\_\_\_

(Affix Company Seal if applicable) **TITLE:** \_\_\_\_\_

**PURCHASER NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/PROV:** \_\_\_\_\_

**POSTAL CODE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE/FAX:** \_\_\_\_\_

**ATTACHMENT D: LIST OF PROPERTIES CURRENTLY OWNED BY  
PROPONENT(S) WITHIN THE TOWNSHIP**

Roll Number	Property Description and/or Civic Address

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**Signature of Owner**

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**Date**