



THE CORPORATION OF THE MUNICIPALITY
OF WEST NIPISSING

**TENDER DOCUMENT FOR
MUNICIPAL SURPLUS LAND
LOT WITH GARAGE -1377 TOMIKO ROAD, CRYSTAL FALLS
PT BLOCK B, M392, PART 1, 36R-15525
TOWNSHIP OF GRANT, MUNICIPALITY OF WEST NIPISSING.**

TENDER NO. 2026-035

BID CLOSING DATE: September 30, 2026 at 2:00 p.m.

THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

225 Holditch Street, Suite 101, Sturgeon Falls, ON P2B 1T1

SALE OF MUNICIPAL SURPLUS LAND BY PUBLIC TENDER

TENDER NOTICE

Pursuant to Resolution No. 2025-348, the following property has been declared surplus by the Corporation of the Municipality of West Nipissing:

1. LAND DESCRIPTION:

Part of 1377 Tomiko Road, Crystal Falls, Ontario
 Part of Block B
 Plan 36M392
 Part 2, 36R15525
 Twp. Grant, Municipality of West Nipissing
 District of Nipissing
 Part of PIN No. 49090-0052

2. A reserve bid of **TWO HUNDRED EIGHTY THOUSAND (\$280,000.00) THOUSAND DOLLARS** has been set.

3. The tender document shall be signed on all pages and complete in all respects. The tender must be accompanied by a minimum deposit of ten (10%) per cent of the amount bid in the form of a certified cheque, money order or bank draft and made payable to The Corporation of the Municipality of West Nipissing. The deadline for submitting the tender is **SEPTEMBER 30, 2026** at the Municipal office at 225 Holditch Street, Suite 101, Sturgeon Falls, Ontario, P2B 1T1 and must be clearly marked as **TENDER NO. 2026-035, GARAGE LOT - 1377 TOMIKO ROADS PROPERTY TENDER**. Electronic submissions will not be accepted.

4. Bids will be opened immediately after the bid closing time and will be available via live stream on the municipality's website. Bids received after the official closing time will be considered late and will not be accepted and will be returned, unopened to the bidder.

5. Unsuccessful bidders' tender deposits will be refunded, without interest within a reasonable period of time following consideration and award of the tender. Once successful bidders have been determined, the Mayor and Municipal Clerk shall execute all transfers and other documents which may be required in order to complete the transaction.

6. The submission of bids does not obligate the Municipality to accept any bid or to proceed further with the sale of the surplus lands. The Municipality may, in its sole discretion, elect not to proceed with the sale of the surplus lands in whole or in part and may elect not to accept any or all bids for any reason or to cancel the sale of the lands without any obligation whatsoever to bidders.

GENERAL TERMS AND CONDITIONS FOR SALE

1. Location and General Description

(a) The property for sale is located at 1377 Tomiko Road, Crystal Falls, in the Municipality of West Nipissing, and legally described as

Part of Block B
Plan 36M392
Part 2, 36R15525
Twp. Grant, Municipality of West Nipissing
District of Nipissing
Part of PIN No. 49090-0052

(b) The Property is approximately .4 hectares (1 acre) in size and has approximately 49m (160') of frontage on Lake Tomiko. A Garage is constructed on the property and is included in this Tender. The property has no municipal water or sanitary services. Hydro has been installed on the property and a driveway constructed.

(c) The property consists of the north ½ of Block B, being Part of PIN NO. 49090-0052. The lands will be severed from the remainder on the date fixed for the completion of this transaction with the successful bidder. A reference plan has been prepared and deposited in the Land Registry Office for the District of Nipissing setting out the description of the property as Part 1, Plan 36R15525. The Municipality of West Nipissing is exempt from Subdivision Control pursuant to Section 50(3)(c) of the *Planning Act*.

(d) The Municipality has applied for and been granted a Minor Variance by the West Nipissing Committee of Adjustment for the reduction in the required lot area from 1 hectare to .4 hectares and for are reduction in lot frontage from 60m to 49m.

(e) It is expressly stipulated that the Tender Price shall include the lands and buildings herein described, on an as-is, where-is" basis.

(f) The garage is approximately 7m x 7m (625 square feet) and was constructed in or around 2001 – 2001.

2. Title

Title to the Property is or will be at the time of closing, registered in the name of the Corporation of the Municipality of West Nipissing.

3. Contact Address

For any further details/clarification, the applicants may contact : Melanie Ducharme, Municipal Clerk
mducharme@westnipissing.ca.

4. Application

Sealed Tenders clearly marked as to their contents on the prescribed Tender form and all pages of this tender document should be signed in token of acceptance and submitted in original to the Municipal Office, 225 Holditch Street, Suite 101, Sturgeon Falls, Ontario, P2B 1T1 on or before **2:00PM on SEPTEMBER 30, 2026**.

5. **Sale by Tender**

The highest or any bid will not necessarily be accepted. The Municipality may decide, at its sole discretion, that no bid submitted will be accepted. If the Municipality elects to reject all bids, the bidders will be notified and the Municipality will not be liable to any bidder in preparing the bid, damages, loss of anticipated profit in connection with the bid or any matter whatsoever.

6. **Deposit**

The Tender document shall be accompanied by a minimum deposit of ten (10%) percent of the bid amount in the form of certified cheque, money order or bank draft and made payable to the Corporation of the Municipality of West Nipissing. Only the two (2) highest bidder's deposits will be held until an Agreement of Purchase and Sale has been entered into. All other deposits will be returned as soon as possible following the opening of the Tenders.

7. **Allotment Procedure**

- 7.1 The Property is being offered as a single unit. Sale of a portion of the Property shall not be considered.
- 7.2 Sale of the Property shall be done based on the highest tendered price.
- 7.3 The Property will be sold on an "as is – where is" basis.
- 7.4 Agents/Middlemen will not be entertained.
- 7.5 No conditional offers will be accepted.

8. **Agreement of Purchase and Sale**

The successful bidder shall have 21 days from the date of being notified of the Award of the Tender to enter into an Agreement of Purchase and Sale with the Corporation of the Municipality of West Nipissing. It is understood and agreed that the deposit funds shall be forfeited in the event that an Agreement of Purchase and Sale is not entered into within the 21 days of the date of such notification.

9. **Transfer of Title**

Transfer of Title to the Property will be provided to successful bidders upon payment of the balance of the total consideration (subject to adjustment for the deposit paid and HST), execution of the necessary legal documentation and registration of a Transfer in the Land Registry Office for the Land Titles Division of the District of Nipissing. Successful bidders must retain the services of a lawyer to complete the transaction by electronic registration on his or her own behalf and at his or her own cost.

10. **Harmonized Sales Tax and Provincial Land Tax**

- (a) Harmonized Sales Tax (13%) on the successful bid price shall be payable at the time of closing and shall be included in the Statement of Adjustments. Bidders who are registered for HST may provide a declaration to self-assess and remit in conjunction with other closing documents.
- (b) The bid price includes lands, buildings and the chattels herein listed. The Municipality will not be responsible for the apportionment of the purchase price, and the Buyer shall be wholly responsible for any such apportionment and remittance of Land Transfer Tax or any other taxes applicable to the bid price or any part thereof. Any assessment or reassessment of the bid price shall be the responsibility of the Buyer.

11. **Amendments**

The Corporation of the Municipality of West Nipissing reserves the right to amend or add any of the terms and conditions of the tender without notice of such amendment/amendments and the same shall be binding on the bidders.

12. Misrepresentation or Suppression of Facts

If it is found that an applicant has given false information or concealed facts, the sale is liable to be cancelled without making any reference to the applicant whose deposit shall be forfeited to the Corporation of the Municipality of West Nipissing as liquidated damages.

13. Approvals

All approvals required in respect to the sale/registration of the land, its development and compliance with statutory requirements shall be obtained by the Purchaser. The Municipality of West Nipissing agrees to provide any necessary cooperation, if required, to the extent possible. All costs and fees, including registration, shall be borne by the Purchaser.

14. Official Plan and Zoning Designation

The property is designated in the West Nipissing Official Plan as Waterfront. The property is zoned Shoreline Residential (SR) in By-law No. 2014-45. Any use of the property, other than the Permitted Uses in the SR Zone of By-Law No. 2014-45, may require an amendment to the West Nipissing Official Plan and/or Zoning By-law.

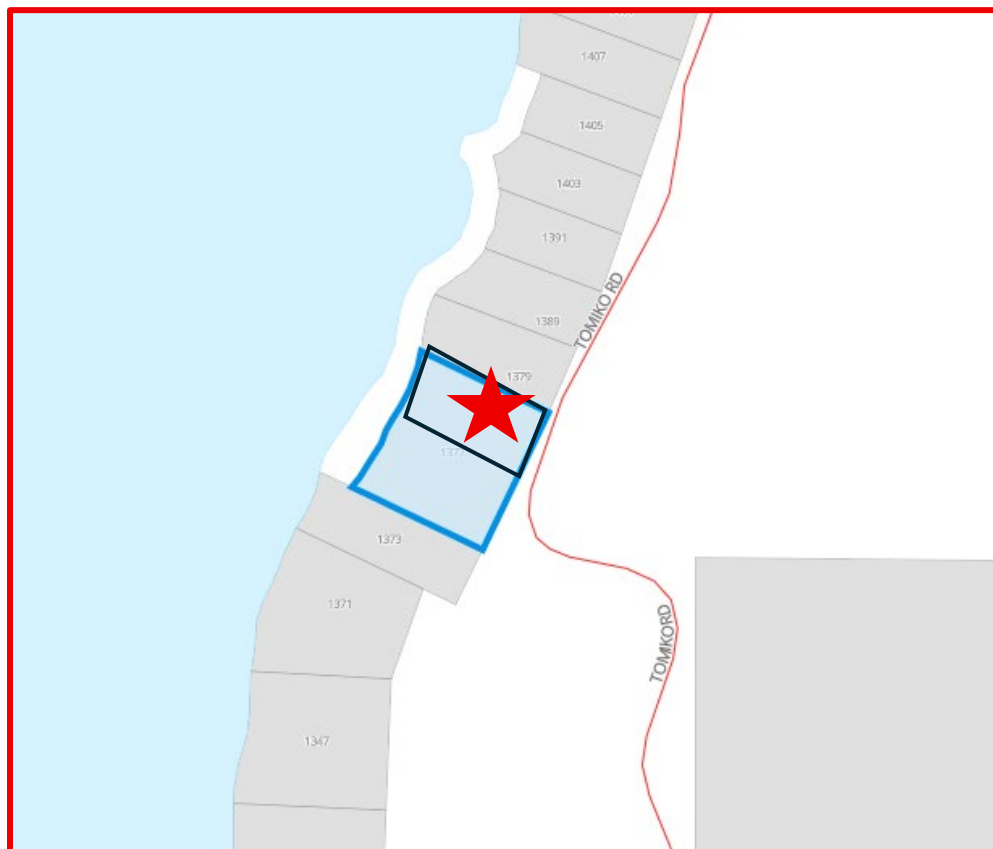
15. Opening of Tender

Bids will be opened immediately after the bid closing time and will be opened publicly and livestreamed on the municipality's [youtube channel](#), accessible from the municipal website westnipissing.ca. Bids received after the official closing time will be considered late and will not be accepted and will be returned, unopened to the bidder.

16. Incomplete Tenders

Incomplete tenders or tenders submitted with qualifying conditions or with conditions at variance with special or general terms and conditions of tender shall be rejected summarily.

[END OF TENDER DOCUMENT]



SCHEDULE "B"
CHATTEL AND EQUIPMENT INCLUDED IN TENDER

Nil

SCHEDULE "C"
BUILDING PHOTOGRAPHS



TENDER TO PURCHASE SURPLUS LAND

TO: THE MUNICIPALITY OF WEST NIPISSING, 225 Holditch Street, Suite 101, Sturgeon Falls, P2B 1T1

RE: Sale of Part of 1377 Tomiko Road, Crystal Falls, Ontario
 Part of Block B
 Plan 36M392
 Part 1, 36R15525
 Twp. Grant, Municipality of West Nipissing
 District of Nipissing
 Part of PIN No. 49090-0052

I/We hereby tender to purchase the land described above, for the amount of \$_____ plus, the H.S.T., in accordance with the terms and conditions of the By-Law 2021/18 Sale of Real Property owned by the Municipality.

It is understood that this tender must be received by the above office no later than 2:00 p.m. on September 30, 2026.

3. Enclosed is a deposit in the form of a certified cheque; bank draft or money order for the sum of \$_____ in favour of the Municipality of West Nipissing representing ten (10) percent or more of the tendered amount. This amount will be forfeited if the successful tender(s) do not pay the balance of the tendered amount, any land transfer tax, applicable costs and the H.S.T., within twenty one (21) days of the Municipality providing notice of successful tender.

4. The tenderer shall be responsible for its/his/her legal fees and all costs associates with the transfer of property.

5. I/We understand that the highest, or any tender, may not necessarily be accepted.

Dated this _____ day of _____, 2026.

Name of Bidder (individual or corporate name)	
Signature of Bidder	
Address of Bidder	
Telephone Number	
Email address	