

Policy Title: COMMERCIAL/INDUSTRIAL LOT SALES

Policy Objective	To establish parameters relating to the manner in which commercial or industrial lots owned by the Town of Outlook are sold
Authority	Resolution # 42/23
Supporting Bylaw	Bylaw No. 03 (2003) Building Bylaw, 08 (2014) Zoning Bylaw
Related Policy	Policy PLA-001

LEGISLATIVE AUTHORITY

The Municipalities Act; The Tax Enforcement Act

OBJECTIVE

This Commercial/Industrial Lot Sales policy is implemented to establish guidance relating to the manner in which the Commercial/Industrial lots owned by the Town of Outlook are sold. The purpose of these rules is to ensure that Commercial/Industrial lot sales occur in an organized and efficient fashion.

This policy is adopted as an affirmation of Council's belief that managed growth in the community is very necessary. Council also recognizes its commitment to providing and maintaining high quality services to ratepayers in the most economical and efficient manner possible. By implementing this policy, Council seeks to reconcile these two (2) objectives.

SCOPE

This policy applies to all individuals, organizations and businesses that wish to purchase Commercial/Industrial property from the Town.

DEFINITIONS

- a) "Individual" means:
 - a. Any party or person wishing to purchase a Commercial/Industrial property from the Town of Outlook that are not defined as a "Contractor" or "Developer"; and

- b. Is not licensed by the Town of Outlook as a General Contractor engaged in the construction of houses for the purpose of resale as their primary business activity; and
- b) “Contractor” means:
 - a. Any party or person providing a corporate or business name registration valid in Saskatchewan; and
 - b. Is licensed by the Town of Outlook as a General Contractor engaged in the construction of houses for the purpose of resale as their primary business activity; and
- c) “Developer” means:
 - a. Any party or person wishing to purchase a tract of Commercial/Industrial property from the Town of Outlook wishing to subdivide that tract of land into at least 4 distinct properties or purchasing at least 4 distinct and adjacent properties; and
 - b. Is licensed by the Town of Outlook as a Developer engaged in the development of land for the purpose of resale as their primary business activity; and
- d) “Council” means the Council of the Town of Outlook.
- e) “Town” means the Town of Outlook

POLICY

1. Sale of Lots

- 1.1.** Newly developed Commercial/Industrial lots may be offered for sale, from time-to-time, on a tender basis
- 1.2.** Tax title Commercial/Industrial properties **MUST** first, be tendered for sale and follow the regulations set out in the *Tax Enforcement Act*.
- 1.3.** In these cases, the highest bid will not necessarily be accepted
- 1.4.** Following tender opening and rejection, Council may place a reasonable price on the Commercial/Industrial lot(s) and offer for sale on an ongoing basis at the reasonable price set by Council. In addition, Council may entertain offers of a reasonable price on the Commercial/Industrial lot(s) and reserves the right to take a lower price than advertised at their discretion.
- 1.5.** Alternatively, newly developed Commercial/Industrial lots may be offered for sale on an ongoing basis at the cost of development (determined by Administration) plus a reasonable fee approved by Council
- 1.6.** Once advertised on an ongoing basis, Commercial/Industrial Lots will be sold on a first come-first serve basis.

2. Lot Allowance

- 2.1. Individuals are encouraged to hold only one (1) Commercial/Industrial lot by purchase agreement with the Town at any one time without the commencement of a construction start.
 - 2.1.1. The exception will be made in the case that multiple lots are necessary for the individuals one development project
- 2.2. Contractors may hold up to three (3) Commercial/Industrial lots by purchase agreement with the Town at any one time without the commencement of a construction start.
 - 2.2.1. The exception will be made in the case that multiple lots are necessary for the contractors' individual development project(s).
 - 2.2.2. As construction commences on each development to the extent of both a building and development permit have been approved, the contractor may obtain additional lots so long as the number of new vacant Commercial/Industrial lots purchased from the Town does not exceed three (3) with the exception noted above.
- 2.3. Developers may hold an undetermined number of Commercial/Industrial lots by purchase agreement with the Town at any one time without commencement of a construction start with Council approval only.

3. Terms and Conditions

- 3.1. Except when specified otherwise in the case of a specific tender, **individuals** are subject to:
 - 3.1.1. Making a down payment equal to 25% of the total purchase price plus GST payable to the Town at the time of making an Offer to Purchase;
 - 3.1.2. Up to four (4) months interest free on the unpaid balance of the lot purchase price, commencing on the day the Offer to Purchase is approved by the Town;
 - 3.1.3. Interest rate of 2.0 % per month applied to any unpaid balance at the end of the four (4) month period;
 - 3.1.4. Subject to a cancellation fee of two hundred & fifty dollars (\$250.00) per lot plus applicable taxes should the purchase agreement be cancelled by the individual prior to the expiration of the 4 month period; subject to a cancellation fee of the 25% down payment should the purchase agreement be cancelled by the individual at any time following the expiration of the 4 month period;

- 3.1.5. Transfer of title will not be signed by Town officials until the balance of the lot purchase price is paid in full;
- 3.1.6. Prior to commencement of building of a principal building structure;
 - 3.1.6.1. Shall make final payment of the balance of the purchase price and obtain title of the property from the Town;
 - 3.1.6.2. Shall apply and obtain from the Town, approval of a building permit and a development permit in compliance with all bylaws and regulations of the Town and the Province of Saskatchewan and conforming to the National Building Code;
- 3.1.7. Commence to build on the said land, within reason, a principal building structure that conforms to all building/zoning regulations and bylaws/policies of the Town within eighteen (18) months of the purchase;
- 3.1.8. Should commencement of the principal building within reason not occur within eighteen (18) months of the purchase, the individual will be fined by the Town five hundred dollars (\$500) for the first extra month required, one thousand dollars (\$1,000) for the second extra month required, and two thousand five hundred dollars (\$2,500) for the third and every subsequent month until commencement of the principal building within reason has occurred; and
- 3.1.9. Following commencement of the principal building, the build will fall under the regulations defined in the Town's building bylaw.
- 3.2. Except when specified otherwise in the case of a specific tender, **contractors** are subject to:
 - 3.2.1. Making a down payment of ten thousand dollars (\$10,000.00) or 25% of the total purchase price whichever is less plus GST payable to the Town at the time of making an Offer to Purchase;
 - 3.2.2. No obligation to pay the balance until the first principal building is at the substantial completion stage recognized by the Town's duly appointed building official;
 - 3.2.3. No interest will be calculated on the balance of the purchase until the property is sold or occupied;
 - 3.2.4. Subject to a cancellation fee of one thousand dollars

(\$1,000) per lot should the purchase agreement be cancelled by the contractor prior to the expiration of a 4-month period following the day the purchase agreement is approved by the Town; subject to a cancellation fee of the full down payment should the purchase be cancelled by the contractor after the expiration of the 4-month period following the day the purchase agreement is approved by the Town;

3.2.5. Transfer of title will not be signed by Town officials until the balance of the lot purchase price is paid in full;

3.2.6. Prior to commencement of building of a principal building structure;

3.2.6.1. Shall apply and obtain from the Town, approval of a building permit and a development permit in compliance with all bylaws and regulations of the Town and the Province of Saskatchewan and conforming to the National Building Code;

3.2.7. Commence to build on the said land, within reason, a principal building structure that conforms to all building/zoning regulations and bylaws/policies of the Town within twenty four (24) months of the offer to purchase;

3.2.8. Should commencement of the principal building within reason not occur within twenty four (24) months of the offer to purchase, the contractor will be fined by the Town five hundred dollars (\$500) for the first extra month required, one thousand dollars (\$1,000) for the second extra month required, and two thousand five hundred dollars (\$2,500) for the third and every subsequent month until commencement of the principal building within reason has occurred; and

3.2.9. Following commencement of the principal building, the build will fall under the regulations defined in the Town's building bylaw.

3.3. Except when stated otherwise in the case of a specific tender, **developers** are subject to:

3.3.1. Making a down payment of one hundred fifty thousand dollars (\$150,000.00) or 25% of the total purchase price whichever is less plus GST payable to the Town at the time of making an Offer to Purchase;

3.3.2. No obligation to pay the balance until the principal building

is at the substantial completion stage recognized by the Town's duly appointed building official;

- 3.3.3.** No interest will be calculated on the balance of the purchase until the property is sold or occupied;
- 3.3.4.** Subject to a cancellation fee of five thousand dollars (\$5,000) per lot should the purchase agreement be cancelled by the developer prior to the expiration of a 4-month period following the day the purchase agreement is approved by the Town; subject to a cancellation fee of the full down payment should the purchase be cancelled by the developer after the expiration of the 4 month period following the day the purchase agreement is approved by the Town;
- 3.3.5.** Transfer of title will not be signed by Town officials until the balance of the lot purchase price is paid in full;
- 3.3.6.** Prior to commencement of building of a principal building structure;
 - 3.3.6.1.** Shall apply and obtain from the Town, approval of a building permit and a development permit in compliance with all bylaws and regulations of the Town and the Province of Saskatchewan and conforming to the National Building Code;
- 3.3.7.** Commence to develop on the said land, within reason, a development that conforms to all zoning regulations and bylaws/policies of the Town within thirty six (36) months of the offer to purchase;
- 3.3.8.** Should commencement of the development within reason not occur within thirty six (36) months of the offer to purchase, the developer will be fined by the Town two thousand dollars (\$2,000) for the first extra month required, five thousand dollars (\$5,000) for the second extra month required, and ten thousand dollars (\$10,000) for the third and every subsequent month until commencement of the development within reason has occurred; and
- 3.3.9.** Following commencement of any principal building(s), the build(s) will fall under the regulations defined in the Town's building bylaw.