



Expressions of Interest (EOI)

for Purchasing a Portion of Surplus City-Owned
Property within Centennial Park

Legal Department
legal@sarnia.ca

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Purpose of the Expression of Interest

The Corporation of the City of Sarnia is accepting expressions of interest for the potential purchase of a portion of city-owned land within Centennial Park. Any party interested in purchasing said land is invited to submit a written Expression of Interest ("EOI") to the Legal Department at legal@sarnia.ca by 4 p.m. on October 1, 2026.

Information

This is not a formal tender process or closed bidding process. The City is open to receiving proposals for the purchase of land within Centennial Park which the City may accept or use as the basis for negotiations with one or more Proponents.

In accordance with the Resolutions adopted at the July 20, 2026, Council meeting, the Sarnia and District Humane Society ("SDHS") will be given First Right of Refusal to match the highest submission received through the EOI process.

The following is a guideline for submitting EOIs so they can be advanced in a timely manner.

General Description

Please see the attached Schedule "A" outlining the details of the Property.

Submission

The EOI shall be submitted electronically to legal@sarnia.ca by 4:00 p.m. on October 1, 2026.

The EOI shall include:

- A statement about why you are interested in this property
- The intended use of the space and the size of building to be developed
- The timeline for the proposed development to be completed
- The potential economic impacts of the development (i.e., Investment value, job creation, jobs maintained, etc.)
- The main contact person, their title/position, contact information, and the company they represent
- The legal name of the company and any operating names of that company

The EOI shall be submitted on a company letterhead with the following supporting documentation, as applicable:

- A form of identification of the applicant (i.e., Driver's license)
- A company profile that includes information about what the company does, experience with similar developments, year it was established, its operating locations, and its ownership details
- A copy of the company's Articles of Incorporation
- A signed acknowledgement form (Schedule "B")

Each Proponent is invited to also include any additional information it believes the City may find useful in the review process.

The Proponent is solely responsible for ensuring that the City receives a complete Proposal, including all documents required above.

Hard copy proposals WILL NOT be accepted.

Non-Exclusivity

This EOI invitation is not intended, nor shall be construed, as creating any exclusive arrangement with the awarded Proponent. For greater certainty, the award of a Proponent under this EOI only entitles the Proponent to enter into negotiations with the City and does not constitute an agreement for the purchase or disposition of land. The City shall not be bound by any discussions or negotiations unless and until an Offer to Purchase has been approved by City Council, or its delegate, and executed by the parties.

Lobbying

In order to ensure fairness to all Proponents, the City must endeavour to prevent unfair advantage created by lobbying. Therefore, the City reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying with respect to this EOI. The City may disqualify a Proponent at any time in the EOI process, including after the selection process has been completed.

Lobbying may include any activity that the City, in its sole discretion determines, has, or may give unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- a) Verbal or written communication with or to any City staff / Council member other than those identified as contacts in this EOI in respect of this EOI;

- b) Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection of this EOI.
- c) Verbal or written communication with or to any member of the EOI Evaluation and Selection team other than those identified as contacts in this EOI.
- d) Direct or indirect requests by the Proponent to any person, organization or group to provide a written or verbal expression of support not required by this process to any member of the Evaluation and Selection team or Council.
- e) Verbal or written communication with or to media organizations.
- f) Direct or indirect offer of gifts of any kind or value to any City representative or personnel

Proponent Eligibility

Without limiting or restricting any other right or privilege of the City and regardless of whether or not the submission otherwise satisfies the requirements of the EOI invitation, the City may reject any submission from a Proponent where:

- a) The Proponent is involved in any type of civil litigation with the City.
- b) The failure of the Proponent to pay, in full all outstanding payments (and maintain in good standing) any costs owing to the City by such Proponent after the City has made demand for payment. This City shall have the right to recover outstanding payments by way of reduced payments of invoices.
- c) The Proponent's refusal to enter into a contract with the City after the Proponent's submission has been accepted by the City
- d) Documented poor performance of a Proponent, including the Proponent's refusal to perform or to complete performance of a Contract with the City
- e) The Proponent having unlawfully or unreasonably threatened, intimidated, harassed, or interfered with an attempt by any other possible Proponent to submit an EOI for a City Contract
- f) The Proponent having communicated or discussed, directly or indirectly with an elected member of Council or Council Funded Group during the EOI process
- g) The Proponent having unlawfully or unreasonably threatened, intimidated, harassed, assaulted against or otherwise interfered with a member of City staff representative, Manager or consultant
- h) The Proponent has on one or more occasions, in the performance of a Contract with the City or EOI process, deliberately or negligently, save

and except an inadvertent error corrected to the satisfaction of the City within a reasonable time, as determined by the City including but not limited to:

- i. Over-billed, double billed and or retained a known overpayment or has failed to notify the City of an overpayment or duplicate payment
- ii. Billed for items not supplied
- iii. Billed for items of one grade / quality / size, while supplying items of an inferior grade / quality / size
- iv. Submitted false or misleading information to the City
- v. Acted in conflict with the City's interests
- vi. Misappropriated any property or right of the City in any form
- vii. Committed any other form of sharp or deceptive practice

In the opinion of the City and Council there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent including, but not limited to:

- a) The Proponent or any person with whom that Proponent is not at arm's length within the meaning of the Income Tax Act of an offence under any taxation statute in Canada
- b) The conviction or finding of liability of that Proponent under the Criminal Code or other legislation or law, whether in Canada or elsewhere
- c) The conviction or finding of liability of that Proponent relating to product liability or occupational health and or safety

Cost of Submission

The City is not responsible for any costs the Proponent incurs with respect to this EOI. Proponents are solely responsible for their own expenses in participating in the EOI process. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its EOI, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

Withdrawal of Submission

A Proponent who has submitted a response to this EOI may request that such response be withdrawn. Withdrawals shall be completed and shall be allowed under the following conditions:

- a) If the request is made in writing on the proponent's letterhead and signed by a senior official of the vendor.

- b) If the request is made in person by a senior official from the proponent who is authorized to complete and sign an appropriate form.
- c) If the request is made by way of an e-mail bearing the name of the senior official authorizing the withdrawal.

In all cases, a request for the withdrawal of an EOI will be verified by the City of Sarnia, by way of a telephone call or email to a senior official representing the proponent, to confirm the withdrawal.

All confirmed requests for a withdrawal will be placed on record.

Review of Documents

Once the EOI and supporting documentation are received in full, the EOI is brought to the Chief Administrative Officer ("CAO"), in accordance with Council's direction at the July 20, 2026, meeting, to review and provide direction to staff with regards to potential negotiations. This could include direction to staff to begin advancing negotiations, to request more information from the prospective buyer, to decline the opportunity, or other direction deemed appropriate, including referring the matter to Council.

Next Steps

The City reserves the right to accept or reject any or all EOI submissions and/or cancel this EOI in its entirety either prior to the receipt of EOI submissions, after receipt, or after declaring an award without providing reasons, should such be determined by City Council to be in its best interest in its sole discretion. Should only one EOI be received, the City reserves the right to reject it.

In accordance with Council's direction, the SDHS will be provided with a First Right of Refusal to match the highest submission received through the EOI process. Any matching submission provided by SDHS will be non-binding and will be considered by the CAO and/or Council alongside all other submissions.

The submission of a matching offer by SDHS does not create a binding Agreement of Purchase and Sale and does not obligate the City to proceed with any transaction. Any potential disposition of the lands remains subject to Council approval and the successful negotiation of an Agreement of Purchase and Sale. While obtaining fair market value is the key objective of the Sale and Disposition of Land Policy, the CAO and/or Council may also consider other legitimate municipal objectives. Accordingly, submission evaluation will not be based on price alone, and no submission, including the highest bid, is guaranteed to be accepted.

If the CAO or Council directs staff to enter into negotiations with any Proponent, said Proponent will be contacted by City staff to discuss next steps.

No negotiations or notifications as part of this EOI process will be binding upon the City until such time as the execution of an Offer to Purchase approved by City Council for the City of Sarnia.

In the event an award is conferred by City Council to this EOI, but the end result of negotiations is not an Agreement of Purchase and Sale; the City reserves the right and ability to commence negotiations with the Proponents of another submission.

Confidentiality Provisions

Subject to MFIPPA and the First Right of Refusal, information submitted to the City as part of an EOI will remain confidential unless and until any Agreement of Purchase of Sale is brought forward to Sarnia City Council in open session for consideration of a potential sale. To facilitate the First Right of Refusal, SDHS will be provided only with the economic terms of the highest submission and will not be provided with access to full submissions or other confidential information.

Conflict of Interest

By submitting an EOI, the Proponent declares that the submission is NOT made in connection with any other submitting Proponent and is in all respects fair and without collusion or fraud and further that no member of Council, officer or employee of the City of Sarnia has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the said contract.

Limitation of Damages

By submitting its EOI, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Proposal or in respect of the EOI process.

Ownership

All EOI's and other records submitted to the City in relation to this EOI become the property of the City. Such records will be handled in accordance with the Municipal Freedom of Information and Protection of Privacy Act and other applicable laws.

Liability for Errors

While the City has used considerable efforts to ensure information in the EOI is accurate, the information contained in the EOI is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate

by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the EOI is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the EOI.

Schedule "A"

Location

The subject lands are identified in the image below. The lands are bound by Centennial Park (currently leased to the Sarnia & District Humane Society for an animal shelter) and Harbour Road to the west, Exmouth Street to the North, a commercial lot to the East, and Centennial Park to the South. They are also located within the jurisdiction of the St. Clair Region Conservation Authority (SCRCA) and any future development would require consultation with same.



Property Features

Lot Size:

The subject lands are approximately 2.14 acres.

Appraisal:

A Fair Market Value appraisal of the subject lands concluded a value of \$1,225,000.00 based on the assumption that the lands were severed and vacant.

Zoning:

The subject property is currently zoned Waterfront 1-1 (W1-1) in By-Law 85 of 2002. This zone permits the following uses:

Permitted Uses for the Waterfront (W1) Zone	
- Accessory uses and buildings - Ancillary commercial - Art galleries - Auditoriums - Board sailing - Boat and ship repair establishments - Boat sales and service - Boat storage yard - Commercial recreation establishments - Community centres - Docking of display ships - Docking of float planes - Educational and heritage displays - Entertainment facilities - Existing terminal grain elevator - Fish and game farms - Hotels and motels - Lawfully existing uses - Marinas (public and private) - Marine supply establishments - Museums	- Night clubs - Parking lots - Private and public open space / parks - Rail or water transportation terminals - Recreation facilities - Restaurants - Retail boutiques related to tourism activities - Scuba diving school - Storage and shipment of goods - Theatres - Theme park (commercial) - Tour boat operators - Transient docking - Warehousing - Water transportation terminal - Water treatment plant - Winter berthing of ships - Yacht clubs
Permitted Uses for the Waterfront 1-1 Zone (additional to those above)	
- Accessory Uses and Buildings may include: a) A Grooming Salon b) Indoor/Outdoor Kennels c) A Veterinary Clinic d) A Self-Serve Dog Wash Station e) A Retail Store f) A Café - Animal shelter and Humane Learning Centre	

Any additional use would require a Zoning By-Law Amendment and/or Official Plan Amendment application.

Storm Sewer:

The City has an existing underground infrastructure consisting of a 1500x135mm sewer running under the westerly portion of the lands, and a 200mm watermain running under the southerly portion of the lands for which the City will need to consider retaining lands or creating an easement for access and maintenance purposes.

Access:

There is no current constructed driveway to the property; however, the City would be supportive of constructing driveway access from Exmouth Street.

There is also a paved pathway running along the westerly portion of the lands connecting the multi-use path on Venetian Boulevard to the pathway network within Centennial Park which the City may wish to maintain or modify.

Schedule "B"

By signature below, the Proponent hereby acknowledges that 1) it understands and agrees with the EOI process described in this document, in particular that this is not a binding process and that they shall have no claims against the City as described in the document, 2) they have the authority to commit his/her/their firm into this agreement with the City of Sarnia, and 3) have thoroughly reviewed the information contained in this EOI and has complied with the documents making up this Proposal, including all drawings and specifications as may be listed in the index, and any amendments or Addenda thereto:

Company/ Proponent Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Telephone: _____ Fax: _____

Website: _____

Primary Contact: _____ Office: _____

Email: _____ Mobile: _____

Provide the information for an alternate contact person in the event that the above person is not available:

Office (location): _____

Print Name: _____ Title (Position) _____

Email: _____ Mobile: _____

Signature

Date