

SARNIA CITY COUNCIL

**June 22, 2026**  
**1:00 p.m.**  
**COUNCIL CHAMBERS,**  
**CITY HALL**  
**SARNIA, ONTARIO**

**AGENDA**

Page

**Closed Meeting - 12:30pm**

Under section 239 (2) (b) of the Municipal Act, consideration will be given to a request to name municipal property.

Under sections 239 (2) (f) and (k) of the Municipal Act, consideration will be given to negotiations and advice that is subject to solicitor-client privilege regarding a land lease at the airport.

Under sections 239 (2) (e) and (f) of the Municipal Act, consideration will be given to advice that is subject to solicitor-client privilege with respect to a lease agreement.

**TERRITORY ACKNOWLEDGEMENT**

In the spirit of peace and friendship, we honour the Anishinaabek of the Three Fires Confederacy on whose traditional territory we are gathered. The City of Sarnia has resolved to implement the United Nations Declaration on the Rights of Indigenous Peoples.

**"O CANADA"**

**MOMENT OF SILENT REFLECTION**

**REPORT OF THE CLOSED MEETING**

**Disclosures of Pecuniary Interest (Direct or Indirect) and the General Nature**

**Thereof**

**PUBLIC MEETING**

11 - 82

1. Director of Economic Development, dated June 22, 2026, regarding Draft Economic Development Community Improvement Plan (EDCIP)

Registered Speakers:

- Jay McGuffin, President and Principal Planner, and Eric Steele, Intermediate Planner, Monteith Brown Planning Consultants
- Matthew Slotwinski, CEO, Sarnia-Lambton Economic Partnership, Western Sarnia-Lambton Research Park

***That Sarnia City Council direct staff to return with the final Economic Development Community Improvement Plan including any minor edits on July 20, 2026, for Council's consideration; and***

***That Sarnia City Council refer funding of the proposed Economic Development Community Improvement Plan (EDCIP) to the 2027 Budget.***

83 - 134

2. General Manager of Community Services, dated June 22, 2026, regarding 700-718 Cathcart Boulevard - Official Plan Amendment No. 15 and Zoning By-law Amendment 01-2026 (see By-Laws #1 and 2)

Registered Speakers:

- Jordan Fohkens, Planning Consultant, B.M. Ross and Associates Limited (Agent on behalf of the Applicant)
- Deb Willis
- Rev. Dr. Kenji Marui

***That Sarnia City Council approve Official Plan Amendment No. 15 to redesignate the subject lands from "Mixed Use Corridor I" to "Mixed Use Corridor II"; and***

***That Sarnia City Council adopts the By-law to implement Official Plan Amendment No. 15 and authorizes the Mayor and Clerk to sign the By-Law; and***

***That Sarnia City Council approve Zoning By-law Amendment 01-2026 to rezone the lands from Urban Residential 1 (UR1) and Urban Residential 5-19 (UR5-19) to a new site-specific Urban Residential 5-19 Zone; and***

***That Sarnia City Council adopt the By-law to implement Zoning By-law Amendment 01-2026 and authorizes the Mayor and Clerk to sign the By-law.***

**DELEGATIONS (see Addendum)**

**RESOLUTIONS:**

1. Moved by Councillor McRoberts, seconded by Councillor Burrell

**CORRESPONDENCE (see Addendum)**

135 - 155

1. City Solicitor, General Manager of Corporate Services, dated June 22, 2026, regarding Proposed Rental Renovation By-Law - Public Engagement Results

***That Sarnia City Council direct staff to draft a renovations licensing by-law in accordance with the steps set out in this report and bring the draft by-law forward to Council for consideration at a future meeting.***

157 - 159

2. General Manager of Engineering and Operations, dated June 22, 2026, regarding 10-2026 – Ontario Street Reconstruction – Contract Award (see By-Law #3)

***That Sarnia City Council accept the tender submitted by Clarke Construction Inc. for Contract 10-2026 – Ontario Street Reconstruction, in the amount of \$505,238.40 including the***

**non-rebatable portion of HST; and**

**That Sarnia City Council authorize the Mayor and Clerk to sign the necessary agreements.**

161 - 162

3. General Manager of Community Services, dated June 22, 2026, regarding 26-02 Clearwater Ball Diamond #1 Upgrades – Contract Award (see By-Law #4)

**That Sarnia City Council accepts the tender submitted by Van Roestel Contracting Ltd. with a contract value of \$507,573.27 including non-rebateable HST, for upgrades to the fencing, ball diamond surfaces and lighting and drainage systems at Clearwater Ball Diamond #1; and**

**That Sarnia City Council authorize the Mayor and Clerk to sign the necessary agreements.**

163 - 174

4. City Solicitor, General Manager of Corporate Services, dated June 22, 2026, regarding Amendment to Municipality Contribution Agreement between the OLG and the City for Hiawatha Horse Park Gaming Site at 1730 London Line (see By-Law #5)

**That Sarnia City Council approves the Amendment to the Municipality Contribution Agreement between The Corporation of the City of Sarnia and Ontario Lottery and Gaming Corporation relative to the Hiawatha Horse Park gaming site located at 1730 London Line; and**

**That Sarnia City Council authorizes the Mayor and the Clerk to execute the By-Law and Amendment to the Municipality Contribution Agreement.**

175 - 179

5. City Solicitor, General Manager of Corporate Services, dated June 22, 2026, regarding Surplus Declaration – Portion of Centennial Park

**That Sarnia City Council declares surplus a portion of Centennial Park as identified in this report.**

181 - 188

6. General Manager of Community Services, dated June 22, 2026, regarding Kenwick on the Lake Park Improvement Plan

***That Sarnia City Council adopt the attached design plan and report pertaining to the Kenwick Park Improvement Plan, located in Bright's Grove, and defer its implementation to future Budget deliberations.***

189 - 245

7. City Treasurer, General Manager of Corporate Services, dated June 22, 2026, regarding 2025 Draft Audited Financial Statements

***That Sarnia City Council approve the Consolidated Financial Statements and the Trust Fund Financial Statements of The Corporation of the City of Sarnia, as presented.***

247 - 259

8. General Manager of Engineering and Operations, dated June 22, 2026, regarding Strategic Asset Management Policy and Annual Review

***That Sarnia City Council adopt the revised Strategic Asset Management Policy – June 2026.***

261 - 266

9. Director of Economic Development, dated June 22, 2026, regarding Hangar Land Lease at Sarnia Chris Hadfield Airport

***That Sarnia City Council direct Staff to negotiate a new land lease with Charlie Visscher for a period of up to 20 years at Sarnia Chris Hadfield Airport.***

267 - 268

10. City Clerk, dated June 22, 2026, regarding Noise By-law Exemption Request – Cheri Gallant – 1084 Hagle Street, Sarnia

***That Sarnia City Council grant a Noise By-law Exemption to Cheri Gallant for a private event at 1084 Hagle Street on August 1, 2026, until 11:00 pm.***

269 - 334

11. City Solicitor, General Manager of Corporate Services, dated June 22, 2026, regarding \$3.5 million Fund Request in 2026 - BACE Recreation Campus

***That Sarnia City Council direct staff to commence negotiations of a funding agreement with Sarnia BACE for the disbursement of up to \$3.5 million in 2026, based on the recommended terms outlined in this report, with any proposed agreement to be brought forward to Council for consideration following completion of staff's investigation***

**and analysis.**

335 - 342

12. Bright's Grove Library Committee, City Treasurer, General Manager of Corporate Services dated June 22, 2026, regarding Brights Grove Library Expansion Project

***That Sarnia City Council approve the Bright's Grove Library fundraising framework as outlined in this report;***

***That Sarnia City Council approve a fundraising and donor recognition campaign budget of \$50,000 to be funded from the Bright's Grove Library project budget;***

***That Sarnia City Council approve the proposed donor recognition structure and naming opportunity schedule attached as Appendix "A", and authorize staff to make minor modifications as necessary to support fundraising efforts and the administration of donor agreements;***

***That Sarnia City Council authorize donations exceeding \$20,000 to be formalized through individual donation agreements satisfactory to the City Solicitor;***

***That Sarnia City Council approve the installation of a donor recognition wall within the Bright's Grove Library addition recognizing donors contributing \$2,500 or greater; and***

***That Sarnia City Council authorize any surplus donations received through the campaign to be reserved for future enhancements, finishing features, restoration work, landscaping, or future capital improvements at the Bright's Grove Library site.***

***That Sarnia City Council authorize staff to undertake additional exterior masonry repointing work on the original library structure, subject to sufficient funds being secured for this purpose, and to procure the work in accordance with the City's Procurement Policy and all applicable legislative requirements;***

***That Sarnia City Council authorize staff to continue discussions with Housing, Infrastructure and Communities Canada regarding potential funding opportunities through***

***the Build Communities Strong Fund Direct Delivery stream and submit any required expressions of interest or funding applications;***

***That, should funding be secured through the Build Communities Strong Fund Direct Delivery stream or any other senior government funding program for the Bright's Grove Library Expansion Project, Council direct that municipal funding previously allocated from the Infrastructure Reserve Fund for the future replacement of a fire engine be replenished, to the extent funding permits.***

***That Sarnia City Council authorize the Mayor and Clerk to execute any required donation agreements or related fundraising documents associated with the Bright's Grove Library campaign.***

343 - 355

- 13. City Solicitor, General Manager of Corporate Services, dated June 22, 2026, regarding Territorial Acknowledgement

***For Council's Consideration***

**NOTICE OF MOTION (see Addendum)**

**MINUTES**

357 - 359

- 1. Minutes of May 11, 2026 - Special Meeting

361 - 378

- 2. Minutes of May 25, 2026 - Regular Meeting

**INQUIRIES, INFORMATION AND URGENT MATTERS**

**CONSENT AGENDA**

379 - 417

- A. General Manager of Engineering and Operations, dated June 22, 2026, regarding Goldie-Lewis Drain Authorizing By-Law (see By-Law #6)

***That Sarnia City Council adopt the Engineer's Report dated***

**November 4, 2025, and gives 1st, 2nd and 3rd Reading for the Goldie-Lewis Drain; and**

**That Sarnia City Council repeal By-Law 13 of 2026.**

419 - 421 B. Director of Economic Development, dated June 22, 2026, regarding Sarnia Airport Operator Financial Subsidy Reporting

**For Council's Information**

423 - 426 C. Director of Economic Development, dated June 22, 2026, regarding Downtown Collective – Downtown Beautification Update

**For Council's Information**

**BY-LAWS**

427 - 430 1. For 1st, 2nd and 3rd Readings: A By-Law to Amend the Official Plan Re: 700 – 718 Cathcart Boulevard (see Public Meeting #2)

431 - 433 2. For 1st, 2nd and 3rd Readings: A By-Law to Amend By-Law 85 of 2002 Re: 700 – 718 Cathcart Boulevard (see Public Meeting #2)

435 - 449 3. For 1st, 2nd and 3rd Readings: A By-Law to Authorize an Agreement with Clarke Construction Inc. Re: 10-2026 – Ontario Street Reconstruction (see Correspondence #2)

451 - 465 4. For 1st, 2nd and 3rd Readings: A By-Law to Authorize an Agreement with Van Roestel Contracting Ltd. Re: 26-02 Clearwater Ball Diamond #1 Upgrades (see Correspondence #3)

467 - 472 5. For 1st, 2nd and 3rd Readings: A By-Law to Authorize an Amendment to Municipality Contribution Agreement with Ontario Lottery and Gaming Corporation

Re: Amendment to Municipality  
Contribution Agreement (see  
Correspondence #4)

473 - 511      6. For 1st, 2nd and 3rd  
Readings:      A By-Law to Authorize Drainage Works  
within the Goldie-Lewis Drain in the City of  
Sarnia Re: Goldie-Lewis Drain (see Agenda  
Item A)

513            7. For 1st, 2nd and 3rd  
Readings:      A By-Law to Confirm the Proceedings of  
Council at its meeting held on June 22,  
2026

**ADDENDUM**

515            1. **Delegation #1**  
  
Douglas Kwan, Advocacy Centre for Tenants Ontario,  
regarding Proposed Rental Renovation By-Law (see  
Correspondence #1)

517            2. **Delegation #2**  
  
Andrew Bolter, Executive Director, Community Legal  
Assistance Sarnia, regarding Proposed Renovation By-Law  
(see Correspondence #1)

519 - 521      3. **Correspondence #14**  
  
City Solicitor, General Manager of Corporate Services, dated  
June 22, 2026, regarding Sarnia Sting - Interim Licence and  
Triparty Agreements (see By-Law #8)

***That Sarnia City Council approve the proposed Triparty  
Agreement and Interim Licence Agreement substantially in  
accordance with the terms set out in this report and authorize  
Staff to execute the final agreements and any ancillary  
documents required to give effect thereto, in a form***

***satisfactory to the Chief Administrative Officer and the City Solicitor.***

523

**4. Notice of Motion #1**

Mayor Bradley - Tax relief or deferral program for low-income seniors and persons with disabilities

525

**5. Notice of Motion #2**

Mayor Bradley - Surplus Declaration - Portion of Centennial Park (see Correspondence #5)

527

**6. Notice of Motion #3**

Councillor Burrell - Poll by Poll Election Results

529 - 530

**7. Additional Correspondence - 700-718 Cathcart Boulevard - Official Plan Amendment No. 15 and Zoning By-law Amendment 01-2026 (see Public Meeting #2)**

***Additional Written Submission***

531 - 542

**8. By-Law #8**

A By-Law to Authorize The Corporation of the City of Sarnia Staff to enter into an Interim Agreement with 1001108537 Ontario Ltd. o/a Sarnia Sting Hockey Club Re: Interim Agreement with 1001108537 Ontario Ltd. o/a Sarnia Sting Hockey Club

**ADJOURNMENT**



**CITY ADMINISTRATION DIVISION  
OPEN SESSION REPORT**

TO: Mayor and Members of Council  
FROM: Kelly Provost, Director of Economic Development  
DATE: June 22, 2026  
SUBJECT: Draft Economic Development Community Improvement Plan  
(EDCIP)

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**Recommendation**

It is recommended:

1. That Sarnia City Council direct staff to return with the final Economic Development Community Improvement Plan including any minor edits on July 20, 2026, for Council's consideration; and
2. That Sarnia City Council refer funding of the proposed Economic Development Community Improvement Plan (EDCIP) to the 2027 Budget.

**Background**

At its meeting on May 6, 2024, Sarnia City Council endorsed the following recommendations:

- 1. That Sarnia City Council approve funding of \$65,000 plus non-rebateable HST for the development of an Economic Development CIP to be funded from the Business Park Reserve account; and**
- 2. That Sarnia City Council direct staff to advance a Negotiated Request for Proposal (NRFP) process to retain professional services to develop a new CIP.**

Consultants Monteith Brown Planning Consultants (MBPC) was awarded the project following an Invitational Request for Quotation (iRFQ) process. The proposal was awarded for \$62,871.36 plus HST.

The project was initiated in October 2025 and began with the detailed background review of critical guiding documents, a review of the current policy context, and a jurisdictional review of CIP programs in other communities to help inform the development of the EDCIP.

# Public Meeting #1 - June 22, 2026

Over a four-month period, the community was informed and invited to share their thoughts through various platforms and forums. This included a project page on [Speak Up Sarnia](#), social media posts, email blasts, and through community partner newsletters.

Public consultations were conducted with key interest holders including local businesses, targeted property owners, and developers as well as other stakeholders such as residents, City officials, First Nations and Indigenous groups and other partner economic development organizations. A summary of the stakeholder feedback is included as Appendix A to the Draft EDCIP.

Under Section 28 of the Planning Act as amended, the City is required to hold a public meeting to present and receive public input regarding a proposed Community Improvement Plan.

## Comments

The goals of the Draft EDCIP are to drive private investment, strengthen the local economy, expand employment opportunities, support business retention and expansion, and stimulate tourism.

## KEY ASSETS AND SECTORS TO BE LEVERAGED

Key assets that will be leveraged through implementation of the Draft EDCIP include the City-owned 402 Business Park, the Sarnia Business and Research Park, Sarnia Harbour, Sarnia Chris Hadfield Airport, the city's supply of vacant industrial land, and the Downtown Waterfront. As these areas are dispersed throughout the city, the entire geographic area of the city is proposed as the designated Community Improvement Plan (CIP) Area for the EDCIP.

The financial incentive programs available in the Draft EDCIP focus on the key sectors that were identified in the Economic Development Master Plan and the supporting Competitive Market Analysis. These include:

- Advanced Manufacturing
- Clean Energy, Bio Industries, and Sustainable Chemistry
- Transportation, Logistics, and Wholesale Trade
- Professional, Scientific, and Technical Services
- Value-Added Agriculture and Agri-Food Processing
- Tourism, Placemaking, and Quality-of-Life Industries

## PROGRAM STREAMS

Incentive Programs that have been proposed in the Draft EDCIP fall under two streams: an Industrial Stream and a Tourism Stream.

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The Industrial Stream is intended to support the development of employment and industrial lands within Sarnia, attract new investment, stimulate growth, and revitalize targeted areas. This stream offers programs designed to offset costs related to increases in municipal tax assessment, development charges, and planning and building application fees.

The Tourism Stream is intended to leverage key areas of the city as core tourism assets, encourage the development or redevelopment of lands to support tourism activity and facilities of a significant scale to strengthen Sarnia's appeal as a tourism destination. This stream offers programs designed to offset costs related to increases in municipal tax assessment and planning and building application fees.

### PROPOSED BUDGET ALLOCATION

Appendix B to the Draft EDCIP provides the context for the proposed budget allocation, implementation of the EDCIP financial incentives, and potential financial exposure associated with the programs. It recommends a phased implementation approach that includes delaying the introduction of the Development Charge Grants until dedicated funding has been accumulated.

For years 1 and 2 of the program, the Draft EDCIP recommends implementing the Tax Increment Grant and Planning Fee Grants of both streams as these incentives can generally be accommodated through the annual operating budget process without requiring upfront reserve funding allocations.

The proposed Building Permit Fee Grant and the Development Charges Grant would require funds to be allocated through the City's annual budget process as the cost of these grants must be fully funded by the municipality.

To fund these programs, the consultants recommend that beginning in 2027 between \$185,000 and \$365,000 annually be funded from the general levy and set aside for the future provision of the Building Permit Fee and Development Charge Grants. This funding approach would support the implementation of the Building Permit Fee Grant and the Development Charges Grant to be made available starting in years 2029 and 2030 respectively.

### DECISION MAKING

The policies of the draft EDCIP propose that Council approve applications, unless otherwise delegated to Staff. This is consistent with other CIPs reviewed. This policy provides flexibility that Council could delegate all or portions of application approvals to staff at their discretion.

# Public Meeting #1 - June 22, 2026

## TRANSITION FROM DEVELOPMENT CHARGES BY-LAW TO CIP

Section 3.5.1 of the D.C. By-law includes a sunset clause that states “The exempt types of development set out in items 1 to 4 in section 3.5 of this by-law are separately no longer deemed exempt once a Community Improvement Plan is approved by the City which includes a grant equivalent to the applicable D.C. for each type of development, or a portion thereof.”

The blanket exemption in the D.C. Bylaw would continue until the EDCIP is approved by Council, and the D.C. Program stream is funded and open for applications, at which time exemptions would be handled through the EDCIP process.

Moving from a blanket D.C. exemption for development within the City-owned business parks to a CIP format allows for an application process, an approval process, reporting metrics, and clear eligibility criteria for projects that qualify.

It provides an opportunity for increased decision making around the types of projects, locations, or outcomes that may be supported.

Using a CIP will allow the City the opportunity to budget for exemptions, cap total incentives, and modify incentives if priorities or finances change in the future.

## NEXT STEPS

A final version of the EDCIP, including any minor edits, will be brought forward to Council for approval at its regular meeting on July 20, 2026.

## Consultation

The City Treasurer, Manager of Planning, Manager of Development/Transportation, General Manager of Engineering and Operations, and General Manager of Community Services were consulted in the preparation of this report.

## Financial Implications

Pending any amendments that may be requested to the draft EDCIP, the financial implication of implementing the Tax Increment Grant and Planning Fee Grant programs for both streams would create annual operating budget impacts associated with grant payments and foregone revenues. While these programs may not require up-front reserve funding allocations, annual budget capacity would be required through the municipal levy process to support the incentives.

The recommendation to allocate \$185,000 to \$365,000 annually to the City's budget from the general levy for the provision of the Building Permit Fee and

## Public Meeting #1 - June 22, 2026

Development Charge Grants will be considered as part of the 2027 municipal budget process.

Reviewed by:

Approved by:

Kelly Provost  
Director of Economic Development

Chris Carter  
Chief Administrative Officer

This report was prepared by Monica Shepley, Economic Development Officer.

Attachments:

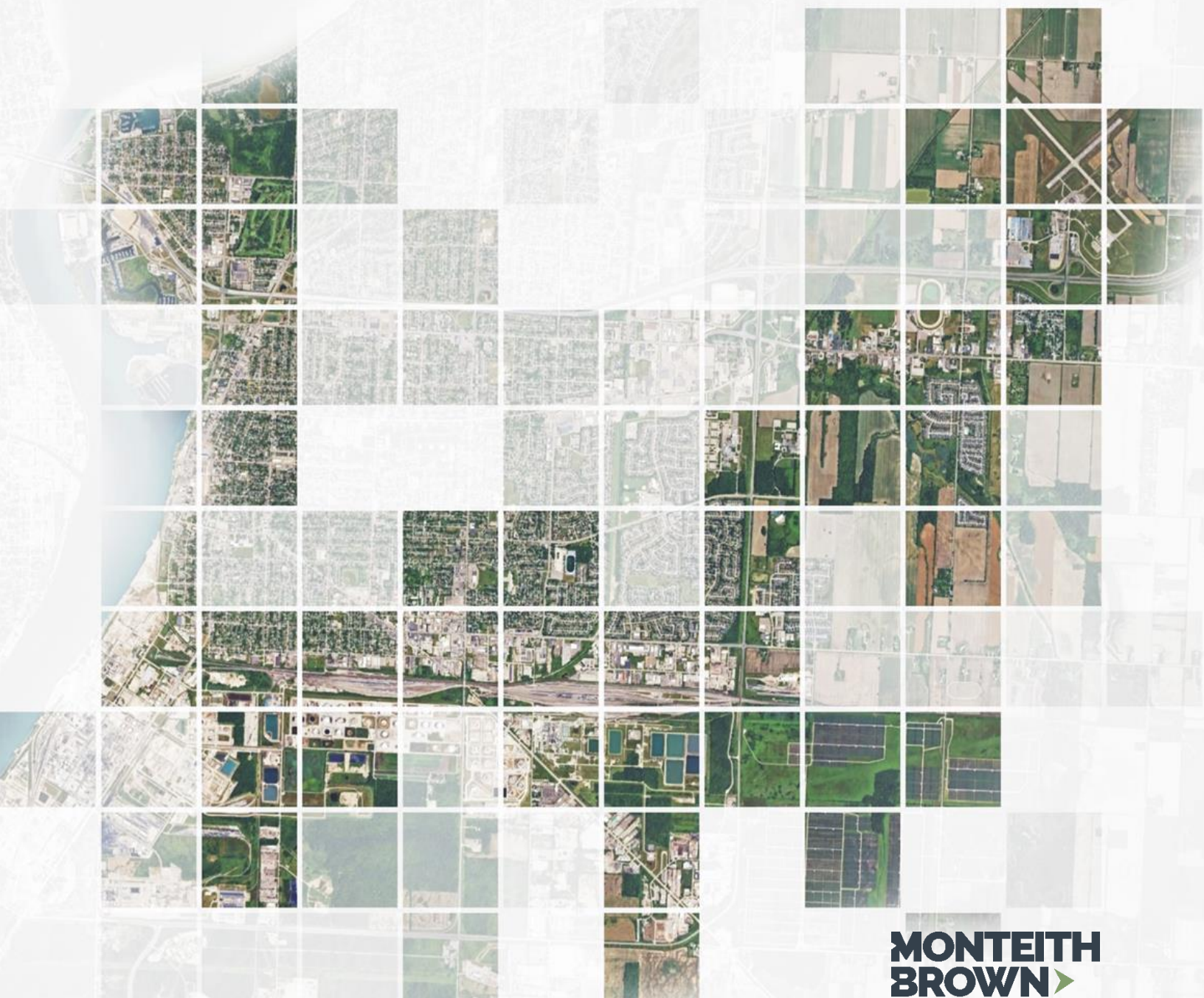
1. [Report to Council January 19, 2026: Economic Development Community Improvement Plan \(EDCIP\) Progress Update](#)
2. Draft Economic Development Community Improvement Plan



# ECONOMIC DEVELOPMENT

## Community Improvement Plan

DRAFT - June 2026



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## 1.0 INTRODUCTION

### 1.1 Background

Long recognized for its leadership in petrochemical innovation, the City of Sarnia (the City) is now leveraging this legacy to accelerate growth in emerging sectors including bio-industries, sustainable chemistry, advanced manufacturing, logistics, research and technology, and tourism. With a diversifying economy, a skilled labour force, and an available inventory of strategically located employment lands, Sarnia offers investors a unique blend of stability, opportunity, and future-focused potential.

To strengthen its economic base, Sarnia has advanced numerous strategic initiatives, including the Economic Development Master Plan 2025–2035. Developed through extensive engagement with local businesses and the broader community, the Master Plan identifies priorities and sets actionable goals for future economic growth. A key recommendation was the creation of this **Economic Development Community Improvement Plan** (EDCIP) as a tool to attract investment, retain businesses, and support sustainable economic development.

At the centre of this vision is a portfolio of City-owned strategic assets: the Sarnia Business & Research Park, the 402 Business Park, the Chris Hadfield Airport, Sarnia Harbour, and the downtown waterfront. Sarnia also benefits from direct access to an international border crossing, major transportation corridors, a deep-water harbour, and international rail networks that provide opportunities to attract and retain industries into the future.

The EDCIP is Sarnia’s strategic response to these opportunities and challenges. By aligning with provincial legislation and best practices from leading Ontario municipalities, this EDCIP will introduce a suite of targeted incentives including tax increment grants, development charge incentives, and grants aimed to increase tourism, that are designed to unlock investment, stimulate job creation, and catalyze development within the City’s strategic assets and across its industrial and employment lands.

### 1.2 Purpose

The City of Sarnia retained Monteith Brown Planning Consultants (MB) to prepare this EDCIP to achieve the goals identified in provincial and local policies. This EDCIP will provide a structured, policy-based approach to address these barriers by offering targeted incentives that promote investment in priority areas, leverage strategic municipal assets, and reinforce the city’s position as a competitive location for industrial, commercial, and innovation-oriented development.

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A Community Improvement Plan (CIP) is a planning instrument used by municipalities to guide long-term development and revitalization within defined areas. It sets clear objectives and policy directions, supported by financial incentives such as tax assistance, grants, or loans, to encourage private investment in targeted sectors and locations. Overall, the purpose of the EDCIP is to create a cohesive, implementable framework that aligns municipal goals, planning tools, and financial incentives as a tool that can be utilized to attract new business, support existing industry, generate jobs, and advance Sarnia's long-term economic resilience.

## 1.3 Methodology

The EDCIP was developed using a multi-phased, structured approach designed to ensure that the Plan reflects requirements set out in applicable planning legislation and policies, best practices of CIPs that have been implemented in comparable municipalities, and the needs and goals of the community. The specific steps undertaken in the development of the EDCIP are described below.

### 1.3.1 Background Review

The first step of the development of the EDCIP included a review of relevant provincial legislation, provincial and local planning policies, and City-wide strategic documents. Additionally, a jurisdictional scan of comparable municipalities that share similar characteristics as the City of Sarnia was conducted. This review was undertaken to identify the best practices and inform the framework of incentive programs and implementation for the City's consideration.

### 1.3.2 Needs Assessment & Policy Context

Based on the research and background review conducted, a Needs Assessment & Policy Context Report was developed to present key findings and recommendations. The report provided context on the purpose of developing a community improvement plan and established a legislative and policy framework for its development. The report identified a number of key opportunities and challenges set out in relevant strategic planning documents. This included the identification of strategic assets that the city possesses including the City-owned assets and business parks, availability of vacant industrial land, a skilled workforce, and proximity to border crossings and transportation corridors that provide connectivity for trade and commerce.

The report provided a collective summary of common types of financial incentive programs provided within the community improvement plans reviewed, including grants to offset increases in municipal taxes, development charge grants, and planning fee

# Public Meeting #1 - June 22, 2026

incentives. The report also identified best management practices used by other municipalities, including a review eligibility criteria and monitoring policies used to support the effective implementation of community improvement plan incentives.

The Needs Assessment & Policy Context Report was received by the City of Sarnia Council on January 19, 2026, and informed the scope and key questions guiding subsequent public and stakeholder consultation.

## 1.3.3 Stakeholder & Public Consultation

A detailed consultation program was developed to ensure that the EDCIP is informed by the needs of Sarnia's business community, economic partners, and residents. Input was sought from stakeholders using a variety of engagement tools, including two online surveys; interviews with members of Council, staff, and economic development partners/agencies; an in-person stakeholder workshop for local business owners, economic development partners, and industry representatives; and a statutory public meeting held on June 22, 2026. Feedback was sought on support for the use of financial incentives to stimulate growth, existing opportunities to attract investment, strategic areas of focus, and the types of incentive programs that would be effective.

The input gathered from stakeholders (included in Appendix A – Stakeholder Engagement Summary, which does not form part of the EDCIP) in addition to the initial findings and considerations of the Needs Assessment & Policy Context Report, were used to inform the focus and priorities of the EDCIP.

## 1.3.4 Program & Eligibility Criteria Development

Input collected through the public consultation process was aggregated and analyzed to inform the development of incentive programs and eligibility criteria within the EDCIP. Using this information, potential incentive tools were identified and evaluated to advance the goals and priorities established through the background review and stakeholder consultation. Drawing on best practices from other jurisdictions and alignment with local objectives, incentive programs, eligibility requirements, and target areas were refined to respond to identified economic needs and opportunities.

This process also helped define the geographic areas to which the EDCIP will apply, as well as program and eligibility parameters. An administrative and monitoring framework was established to guide effective implementation of the EDCIP, support accountability, and enable future refinement or modification as conditions evolve.



## 2.0 LEGISLATIVE & POLICY FRAMEWORK

The City of Sarnia's authority to prepare, adopt, and implement a CIP, including the provision of financial incentives, is established through provincial legislation and directed through policy at the provincial, county and local level. This section outlines the legislative basis for a community improvement plan and sets out the policy rationale for the preparation of the EDCIP, highlighting opportunities to strengthen and diversify the city's economy. It demonstrates how the Plan aligns with provincial policy and conforms to applicable local planning policies and strategic initiatives.

### 2.1 Municipal Act, 2001

The *Municipal Act* is the principal legislation governing the creation, administration, and operation of municipalities in Ontario. Under Section 106(1) and (2), municipalities are prohibited from providing direct or indirect financial assistance to businesses through incentives such as bonuses. This includes actions like granting or lending money, leasing or selling property below fair market value, or offering full or partial exemptions from any levy, charge, or fee. Notwithstanding the above, Section 106(3) of the *Municipal Act* provides a specific exemption from this bonusing prohibition in cases where a Community Improvement Plan has been prepared, as permitted under Section 365.1 of the *Municipal Act* and Section 28 of the *Planning Act*. This includes grants and financial incentives offered through the implementation of a community improvement plan.

Section 107 of the *Municipal Act* further stipulates that, under the permissions of Section 106, a municipality may make grants for any purpose that council considers to be in the interests of the municipality, which includes the use of incentives to stimulate economic growth and job creation. These grants may include the ability of a municipality to:

- Guarantee a loan and to make a grant by way of loan and to charge interest on the loan.
- Sell or lease land for nominal consideration or to make a grant of land.
- Provide for the use by any person of land owned or occupied by the municipality upon such terms as may be fixed by council.
- Sell, lease, otherwise dispose of at a nominal price, or make a grant of, any personal property of the municipality or provide for the use of the personal property on such terms as may be fixed by council.

In addition, section 365.1 of the *Municipal Act* gives municipalities the ability to pass a by-law that would provide tax relief or assistance for eligible properties for the purpose of supporting the redevelopment of contaminated properties. The *Municipal Act* stipulates

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that the land must be subject to a community improvement plan adopted under Section 28 of the *Planning Act* and that environmental remediation is taking place.

## 2.2 Planning Act, 1990

The *Planning Act* establishes a legal framework for land use planning decisions in Ontario. It ensures that development is consistent with provincial interests and priorities, and governs how land may be developed, used, and divided.

Section 28 of the *Planning Act* specifically allows a local municipality to pass a by-law that designates either the entirety or a part of the municipality as a Community Improvement Project Area (CIPA), provided that the local municipality has community improvement policies within its Official Plan. Where a by-law has been passed and is in effect, the municipality may also create and adopt a community improvement plan that can be used to address specific challenges or opportunities within a CIPA. Sections 28(3), (6), and (7) provide for a range of incentives that municipalities can utilize, including:

- The acquisition, holding, clearing, and grading of land.
- Construct, repair, rehabilitate or improve buildings on land acquired or held by it in the community improvement project area.
- Sell, lease or otherwise dispose of any land acquired or held by it in the community improvement project area to any person or governmental authority for use in conformity with the community improvement plan.
- Make grants or loans, in conformity with the community improvement plan, to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan.

Grants and loans may be used to cover a range of costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of lands and buildings for rehabilitation purposes or for the provision of energy efficient uses, buildings, structures, works, improvements or facilities. However, Section 28(7.3) places limitations on the total amount of funds that can be included in a grant by ensuring that the total eligible costs do not exceed those that are stipulated in a community improvement plan.

Section 28(11) of the *Planning Act* allows a municipality to enter into agreement with a landowner for the provision of loans and grants. This agreement may be registered on title against the lands to which the grant or loan would apply and a municipality given the power to enforce the provisions of the agreement against any party to the agreement, subject to the provisions of the *Registry Act* and the *Land Titles Act*. This provision is often

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utilized by municipalities to apply, and ensure the fulfillment of, conditions of the making of grants that are awarded.

The *Planning Act* also grants municipalities with the authority to reduce or waive fees associated with processing planning applications when council is satisfied that it would be unreasonable to require payment. These considerations outlined in Section 69(2) of Act can be implemented without the adoption of a community improvement plan. However, many municipalities offer grants to reimburse applicants for planning application fees, either in part or in whole, after fees have been paid as a financial incentive through a community improvement plan.

On November 27, 2025, Bill 60: *Fighting Delays, Building Faster Act* received royal assent and included several modifications to Section 28 of the *Planning Act* affecting Community Improvement Plans. These amendments primarily focus on modifications to the authority of upper-tier municipalities in the CIP process. Previously, an upper-tier municipality was not able to pass a by-law to create a CIP without the involvement of a lower-tier municipality. Bill 60 now allows for upper-tier municipalities to both designate CIP areas and adopt CIPs. While these changes will likely not impact the creation of the EDCIP, the ability for an upper-tier municipality to offer its own CIP incentives will have positive implications on opportunities for future partnership and collaboration with higher levels of municipal government in meeting regional economic goals.

### 2.3 Development Charges Act, 1997

The *Development Charges Act* provides the legal framework for municipalities to impose development charges on new growth including residential and non-residential development. These development charges assist municipalities in funding capital costs related to growth. Section 5 of the Act describes the methodology that municipalities must use in preparing a development charge by-law and how development charges are to be imposed. This includes considerations for the full or partial provision of exemptions for types of development.

In January 2024, Watson & Associates was retained by the City of Sarnia to undertake a review of its Development Charges (DC) By-law. In accordance with Section 5 of the *Development Charges Act*, as noted above, Section 3.5 of the City's DC By-law included a non-statutory exemption of development charges for development within the 402 Business Park and the Sarnia Business Research Park. This exemption included a sunset clause that deems the exemption to no longer be in effect if a community improvement plan is approved by the City which includes a grant equivalent to the applicable development charge or portion thereof.

## 2.4 Provincial Planning Statement 2024

The Provincial Planning Statement 2024 (PPS) is a province wide planning policy document that sets out provincial priorities and key directions for land use planning. It provides guidance on creating opportunities for economic development and job creation, while fostering a strong, competitive, and investment-ready economy. Under Section 3(5) of the *Planning Act*, all land use planning decisions of a municipality must be consistent with the PPS.

While the PPS does not contain specific references to community improvement plans it does direct through policy 2.8.1 that municipalities promote economic development and competitiveness by providing for an appropriate range and mix of employment uses to meet the long-term needs of the municipality. The PPS also supports the diversification of the economic base including maintaining a range and choice of suitable sites for a range of employment uses and considers the needs of existing and future businesses.

The PPS requires that municipalities identify sites for strategic investment, including market-ready locations, and seek to address potential barriers to investment. It is the responsibility of municipalities to plan for, protect, and preserve employment areas for current and future uses, with particular emphasis on safeguarding those employment areas that are located close to major goods and movement facilities and corridors. These corridors include ports, airports, rail facilities, freight corridors, and haul routes.

Policy 2.8.2.3 speaks to additional requirements for municipalities, including designating and protecting employment areas in settlement areas by *“planning for employment area uses over the long-term that require those locations including manufacturing, research and development in connection with manufacturing, warehousing and goods movement, and associated retail and office uses and ancillary facilities”*.

Employment area is defined by the PPS as: *“means those areas designated in an official plan for clusters of business and economic activities including manufacturing, research, and development in connection with manufacturing, warehousing, goods movement, associated retail and office, and ancillary facilities. An employment area also includes areas of land described by subsection 1(1.1) of the Planning Act. Uses that are excluded from employment areas are institutional and commercial, including retail and office not associated with the primary employment use listed above”*.

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## 2.5 County of Lambton Official Plan, 2020

Section 24 of the *Planning Act* requires that where an official plan is in effect, no by-law shall be passed that does not conform to an official plan. As previously discussed, the *Planning Act* also requires that an Official Plan(s) contain policies that enable the passing of a CIP before it can be adopted by Council.

The County of Lambton functions as the upper-tier municipality for the City of Sarnia, with the County of Lambton's Official Plan (County OP) providing high level goals and policies for decision making on economic, environmental, and social priorities within each of the County's lower-tier municipalities. The County OP encourages economic growth in all the County's local municipalities and considers economic security and the range of employment opportunities for residents as an indicator of quality of life for residents within the County (s. 1.2, 2). The County also supports improving the competitiveness of local businesses and strengthening the economic base through developing infrastructure that supports growth and diversification (s. 2.1.10).

The lands within the City of Sarnia's Urban Boundary are primarily designated "Urban Centre with lands located south of CN Rail corridor as "Petrochemical Industrial Lands". The Official Plan directs the majority of growth and development into Urban Centres, which are areas that contain the widest range of residential, institutional, commercial, and industrial land uses and have full municipal services. Section 3.2.1 of the County OP specifically references Sarnia as the greatest service area within the County with the widest range of urban and employment uses. The intent of the "Petrochemical Industrial Lands" is to accommodate existing and future large-scale industrial uses that are not compatible with other more sensitive land uses. Local municipalities are encouraged to establish business parks and to permit a wide range of "manufacturing, construction, wholesale establishments, truck terminals, research and development uses, and office development associated with these uses, as well as service type uses".

Section 5.1 of the County OP speaks to a range of goals to encourage economic growth within the County. The policies of the OP support the strengthening of the traditional sectors of the economy and the diversification of the economic base to attract new businesses. The OP describes how the County will make efforts to increase the County's competitive advantage and attract and create new opportunities in a range of economic sectors including automotive, health care, software development, education, research and development activities, tourism, recycling, transportation, and renewable energy, and commercial scale biobased energy production (5.1, 5.1.1, 5.1.2).

The County OP also encourages the development of a strong, regional tourism industry in a variety of sectors as a means of job creation and economic development in a variety

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of locations throughout the County, including the pursuit of programs that rejuvenate local municipalities' waterfronts (s. 6.1, 6.3).

One method of aiding municipalities in achieving these goals is through supporting the development of local community improvement plans and incentive programs (5.2.8). The County OP recognizes and promotes the use of CIPs for a variety of reasons including the preservation of cultural and heritage assets, the delivery of affordable housing, and brownfield redevelopment and remediation (s. 2.7).

### 2.6 City of Sarnia Official Plan, 2022

The City of Sarnia, through its Official Plan, supports economic development by planning for a strong and healthy economy and collaborating with the County and neighbouring municipalities to provide a diverse range of future employment opportunities (Section 3.5b). The Official Plan establishes goals to retain and attract a skilled labour force with access to a variety of employment options. It also supports the objective of a strong and healthy industrial sector through the provision of appropriate servicing and transportation infrastructure to ensure that there is an effective land supply to accommodate future employment uses and investment.

Tourism will be supported as a vital role for economic development and promotes the creation of a vibrant downtown and waterfront through a range of amenities and accommodation opportunities (Section 3.5h). Section 8.7 of the Official Plan contains specific authorization for the City of Sarnia to utilize a range of planning tools to implement the policies of the City's Official Plan, including CIPs.

The Official Plan also contemplates a range of matters that can be addressed through the implementation of a CIP, including the implementation of green building design, incentivizing the creation of affordable housing, the conservation of cultural heritage resources, brownfield remediation, and development or redevelopment by providing funding to stimulate private sector investment. The EDCIP will advance the objectives of the Sarnia Official Plan by establishing a framework for financial incentives aimed at reducing barriers to the development of the city's existing employment lands. This approach will aid in the ability to attract a diverse range of employment opportunities and support economic growth and tourism within the city.

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## 2.7 City of Sarnia Strategic Plan, 2024

The City of Sarnia updated its Strategic Plan in 2024 to align with actions and priorities identified in other reports and plans developed by the City. The Strategic Plan sets out a long-term vision for the City to guide its decision-making to fulfill its goals and priorities. The vision for Sarnia places an emphasis on innovation, providing a range of job opportunities, and efforts to make the city a welcoming community.

The **Strategic Plan Vision**: Innovative city, diversified economy, welcoming community.

The Strategic Plan seeks to become forward thinking and foster a quality of life that connects the community to the future. This mission is framed with various guiding principles that encourage participation in municipal decision-making, collaboration and the development of strategic partnerships, practice reasonable financial restraint, and find solutions through innovative and progressive thinking.

Strategic priorities were developed to create a basis for how the City's goals and objectives can be actioned and implemented. These include:

- Asset Management
- Government Relations
- Community Wellbeing
- Economic Resilience

The goals of the City's Strategic Plan can be applied to the creation and implementation of CIP incentives. The Economic Resilience priority directly supports economic development and aligns with the objectives of the CIP. The CIP will aim to provide financial incentives to attract new investment and development, support the diversification of the local economy, as well as reinforce local industry including the petrochemical sector.

Through a CIP, the City can leverage and encourage development and redevelopment of industrial areas and employment lands. A CIP can be used as a tool to support the expansion and retention of existing businesses, as well as create a strong framework for aligning CIP incentives with measurable outcomes in economic development. Finally, the EDCIP can be used as a tool to build dialogue and partnerships with stakeholders and other levels of government with consultation built into the process of the development of the CIP.

## 2.8 Economic Development Master Plan 2025

The purpose of the Economic Development Master Plan was to create a strategic approach to foster economic growth and diversification over the coming 10 years, while also aligning with the City's Strategic Plan. This includes goals for business support and programming, maximizing City-owned assets, amplifying the competitive advantage of Sarnia, and creating impactful and collaborative partnerships. The Plan recognizes that

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there is a role for increased strategic efforts to address infrastructure and servicing to provide shovel-ready sites that are attractive for private investments.

Of relevance to the development of the EDCIP are additional recommendations for delivering programs that encourage business retention and expansion, as well as promotion of policies to increase Sarnia's competitive advantage. In both cases, the Master Plan lists a CIP as a tool to address the needs of businesses as well as promote advantages for investors to choose Sarnia over other competing jurisdictions. The Economic Development Master Plan is a key foundation for the development of this EDCIP, as the EDCIP is able to directly implement recommendations of the Master Plan.

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3



## 3.0 EDCIP GOALS & OBJECTIVES

### 3.1 EDCIP Goals

Community Improvement Plans are flexible tools that can be used to achieve a variety of outcomes. The goals of this CIP have been developed through a comprehensive review of relevant policy frameworks, strategic documents, and data collected through the consultation process. Through this review, several key themes emerged and were refined. These themes form the foundation of the CIP goals and are intended to guide the design and purpose of the CIP's policies and incentive programs, as well as the City's broader strategic directions related to growth and community improvement. The goals outlined in this section establish the direction for how this CIP will be used and implemented, and they provide a clear framework for the policies and programs intended to contribute toward achieving these outcomes.



#### Drive Private Investments

Stimulating private investment by reducing development costs and encouraging construction, expansion, and modernization of employment-related facilities.



#### Strengthen Local Economy

Strengthening the local economy by attracting innovative, technology-oriented, and research-driven sectors.



#### Expand Employment Opportunities

Expanding employment opportunities for residents by improving the investment readiness of key employment areas.



#### Support Business Retention & Expansion

Supporting business retention and expansion (BR&E) efforts by providing tools that help existing businesses grow and remain competitive.



#### Stimulate Tourism

Stimulate tourism by encouraging new businesses, facilities, and nodes that attract visitors to Sarnia.

## 3.2 EDCIP Objectives

The following objectives translate the EDCIP goals into clear, actionable directions that guide how the Plan will be implemented and evaluated. The objectives provide the policy basis for the design of financial incentive programs, establish expectations for development outcomes, and inform the criteria used to assess and prioritize applications. Collectively, they ensure that incentives are applied strategically to advance the City's economic development priorities, support measurable public benefits, and enable consistent monitoring of performance over time.



### Goal 1: Drive Private Investment – Objectives:

- Reduce financial barriers to development and redevelopment through targeted tax- and fee-based incentives.
- Leverage municipal incentives to attract capital investment in industrial, employment, and tourism-supportive development.
- Prioritize projects that demonstrate meaningful private-sector investment and long-term increases in assessed value.



### Goal 2: Strengthen the Local Economy – Objectives:

- Encourage investment in targeted and emerging sectors identified in the City's Economic Development Master Plan.
- Promote innovative, research-oriented, and technology-driven uses that contribute to economic diversification.
- Support development patterns that enhance economic resilience and reduce reliance on a limited number of sectors.



### Goal 3: Expand Employment Opportunities – Objectives:

- Increase the readiness of employment lands and facilities through strategic investment incentives.
- Support projects that generate measurable employment outcomes, including the increased assessment value and job creation.
- Align financial incentives with employment creation through transparent evaluation and scoring criteria.

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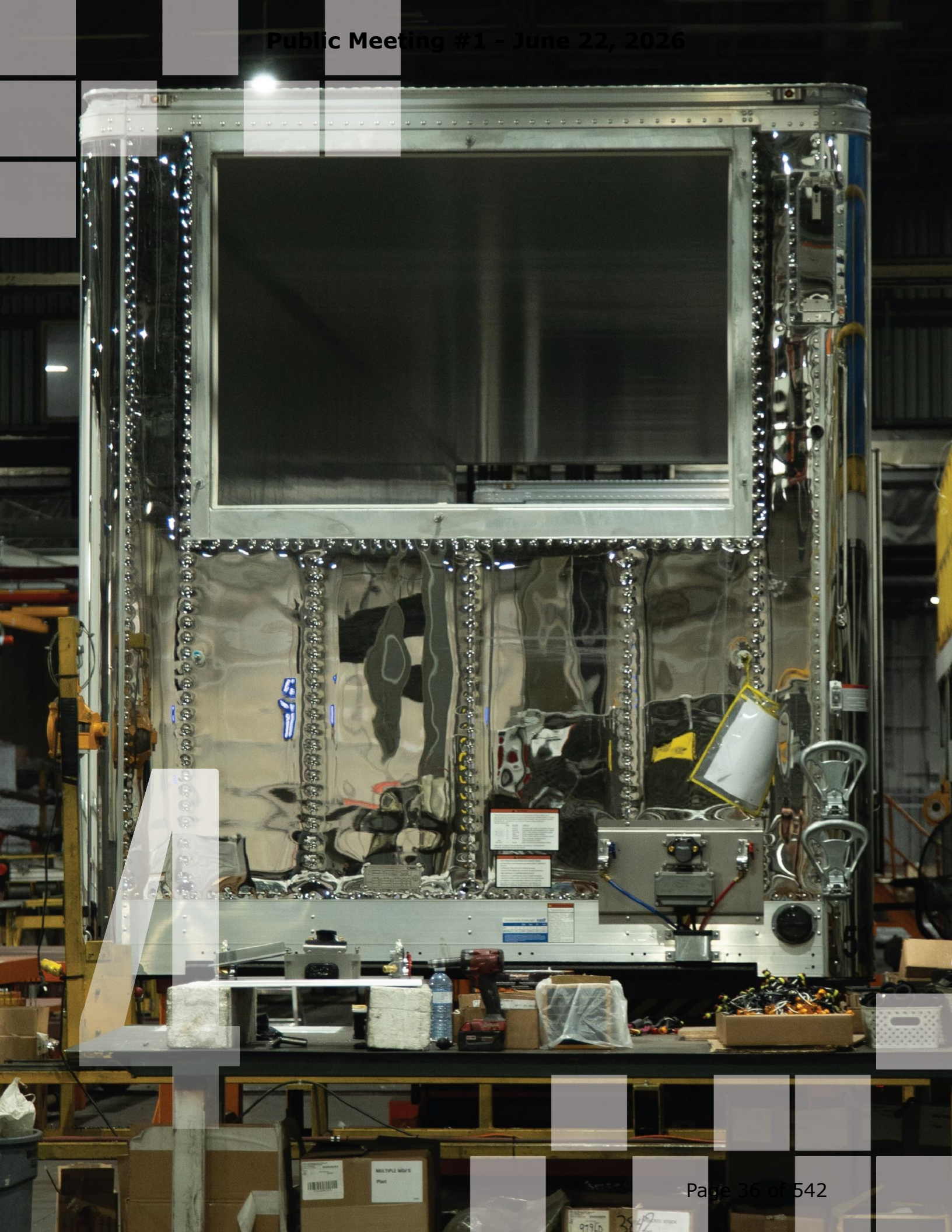
## Goal 4: Support Business Retention and Expansion – Objectives:

- Assist existing businesses in expanding, modernizing, or reinvesting in their operations.
- Encourage the redevelopment or adaptive reuse of underutilized employment and industrial properties.
- Provide flexible incentive tools that respond to the evolving needs of local businesses while supporting long-term competitiveness.



## Goal 5: Stimulate Tourism – Objectives:

- Support the development and expansion of significant tourism-supportive uses that attract visitors and generate economic activity.
- Encourage private investment in destination-oriented facilities, accommodations, event venues, and recreational assets.
- Prioritize tourism-related projects that enhance the visitor experience, activate spaces, and contribute to year-round tourism activity.





## 4.0 COMMUNITY IMPROVEMENT PLAN AREA

Section 28 of the *Planning Act* states that where a municipality has community improvement policies in its official plan, that municipality may, by by-law, designate the whole or any part of the area covered by their official plan as a community improvement project area. The City of Sarnia Official Plan extends over the entirety of the municipality and contains policies that authorize the use of community improvement plans as a development tool to implement the objectives, principles, and policies of the Official Plan within the city.

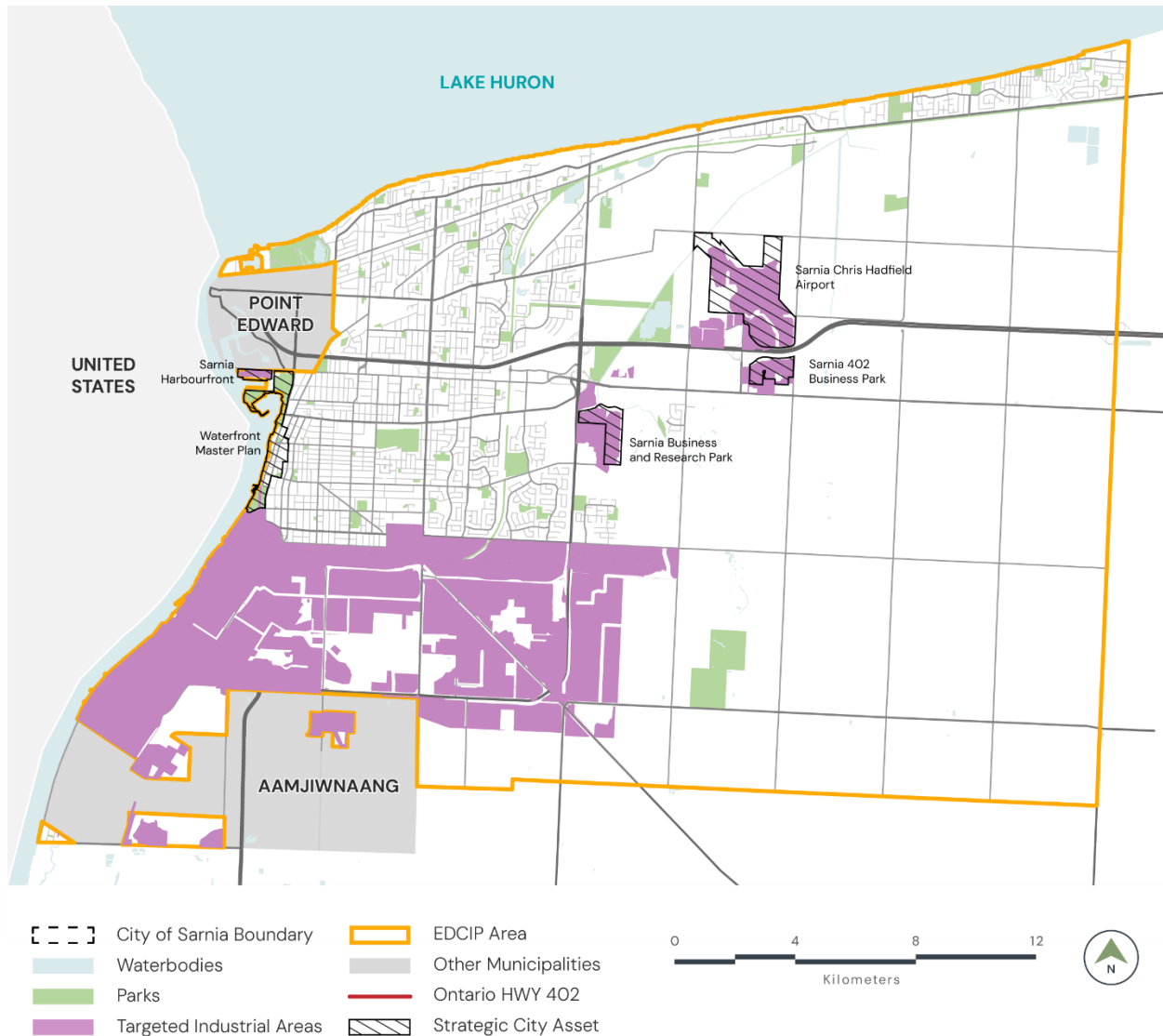
When considering the boundaries of areas that would be appropriate for the offering of financial incentives it is important to consider the goals of the EDCIP. The purpose of the proposed EDCIP is to implement the City's economic development priorities including stimulating wide-spread business retention and expansion, fostering opportunities for larger scale job creation, diversifying the local economy, and supporting the development of tourism opportunities.

Based on a review of the City's strategic documents, as well as feedback received through consultation, several key assets were identified including primarily the City-owned 402 Business Park and Sarnia Business & Research Park, Sarnia Harbour, Chris Hadfield Airport, the city's supply of vacant industrial land, and the Downtown Waterfront. As identified in Figure 1 below, these areas are dispersed throughout the geographic area of the city.

To support economic development opportunities across the municipality, the CIP Area for the EDCIP will be designated as the entire geographic area of the city. This approach offers several advantages. It ensures that financial incentives are targeted to properties with the capacity to support meaningful economic investment, while also eliminating the need for future amendments to the CIP should land use changes occur (e.g., conversions from employment uses to residential uses, or vice versa).

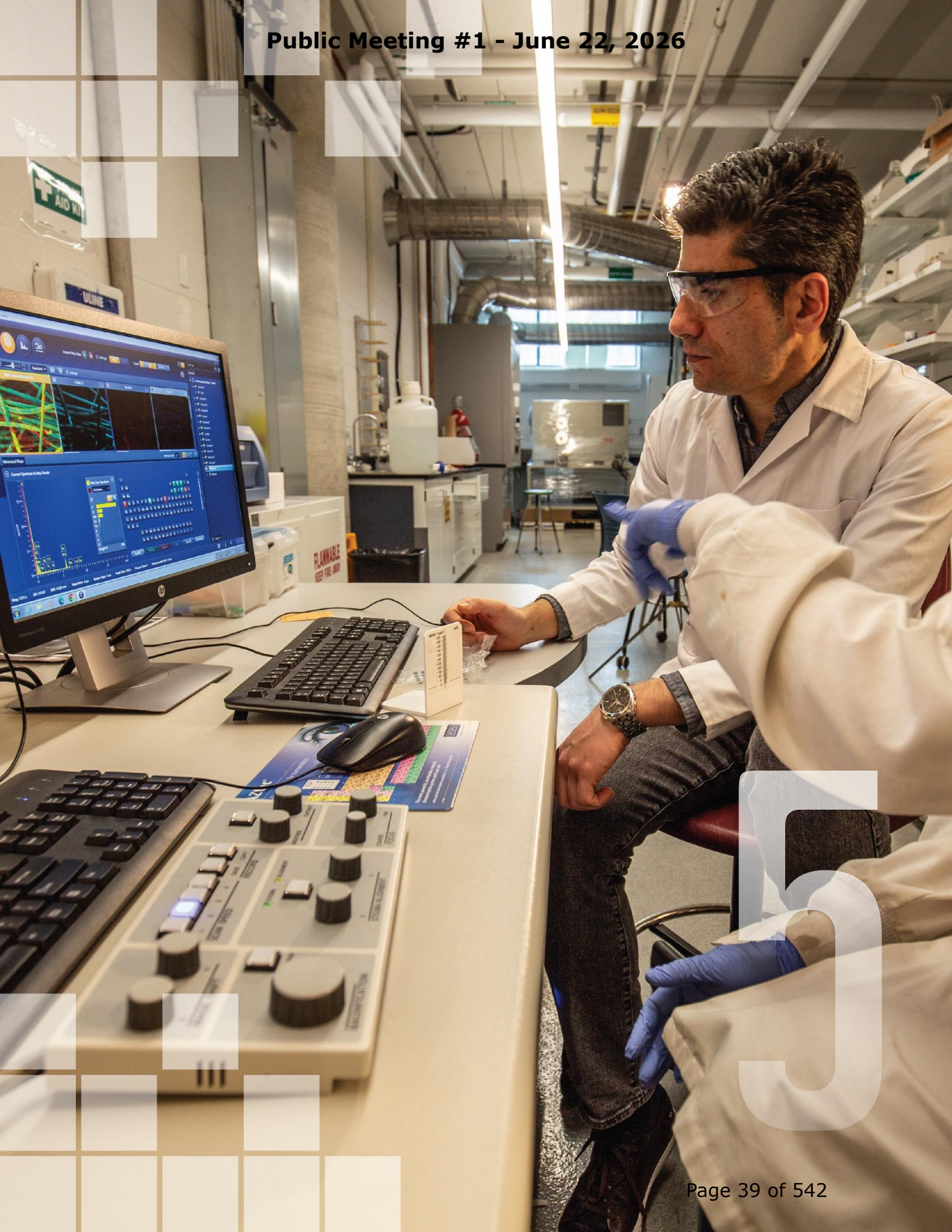
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Figure 1 | Key Assets & Eligible Areas



Source: City of Sarnia, Official Plan Schedules, Parcel Fabric, Open Portal Data; (c) 2025

It is noted that the above Figure is provided for informational purposes and that the CIP Area will be delineated in the implementing by-law. Future changes to land use designations within the City of Sarnia will not require an amendment to this plan.



## 5.0 FINANCIAL INCENTIVE PROGRAMS

This section provides a description of the financial incentive programs that have been developed to support the achievement of the goals and objectives identified within the EDCIP. The incentive programs have been divided into two separate streams with each stream having its own specific eligibility criteria.



### Industrial Stream

The Industrial Development Stream is designed to provide financial incentive programs as tools that support the development of employment and industrial lands within Sarnia, attract new investment, stimulate growth, and revitalize targeted areas. This stream offers programs designed to offset costs related to increases in municipal tax assessment, development charges, building permit fees, and planning application fees.



### Tourism Stream

The Tourism Stream is designed to enhance the City of Sarnia's current tourism efforts by increasing the number of tourism-based businesses that attract visitors to the city that support the local economy during their stay. The programs are also intended to leverage key areas of the city as core tourism assets. These programs are intended to encourage the development or redevelopment of lands to support tourism activity and facilities of a significant scale that serve to strengthen Sarnia's appeal as a destination for visitors that contribute to the cultural, recreational, and economic vitality of the community. This stream offers programs designed to offset costs related to increases in municipal tax assessment, development charges, building permit fees, and planning application fees.

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## 5.1 General Program Eligibility Criteria

All financial incentive programs described in this Plan are subject to the general requirements outlined below. These requirements are not intended to be exhaustive. The City reserves the right to impose other reasonable requirements or conditions on a project-specific basis, as deemed appropriate:

<b>Criteria</b>	<b>Requirements</b>
<b>Eligible Applicants</b>	Applicants applying for a grant must be the registered owner of the subject property. Where an applicant is not the owner, the applicant must provide written authorization from the owner to proceed with an application.
<b>Location</b>	The subject property shall be located within the designated Community Improvement Project Area and meet all other grant program locational criteria.
<b>Outstanding Taxes &amp; Fees</b>	A property owner who is in arrears of property taxes, development charges, water/wastewater charges, or any other municipal financial obligation will not be eligible for a program grant.
<b>Compliance Orders</b>	Any outstanding work orders or contraventions under municipal by-laws, the Building Code Act, or property standards, must be addressed to the satisfaction of the City prior to application for a grant.
<b>Policy Conformity</b>	Any proposed eligible works must conform to any applicable federal and provincial legislation and policies, Official Plan policies, and municipal by-laws.
<b>Timing of Works</b>	A complete application must be submitted and approved prior to the commencement of any works for which funding is sought. Retroactive applications are not permitted.

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Criteria	Requirements
<b>Eligible Costs</b>	<p>The total of all grants provided in respect of the particular lands and buildings of which an application is made for under the programs contained in the EDCIP shall not exceed eligible costs with respect to these lands and buildings.</p>
<b>Application Submission</b>	<p>Applicants may be required to submit all required application forms, cost estimates for the proposed works, photos of the existing property, conceptual or professional design drawings, a business plan or proposal to demonstrate feasibility and alignment with CIP objectives, and any other supporting materials such as applicable technical reports and approvals. The information required for submission will be determined through pre-consultation with the City, which must be completed prior to an application submission.</p>
<b>Agreements</b>	<p>Successful applicants will be required to enter into an Agreement with the City of Sarnia and registered on the title of the land. This agreement will specify the terms, duration, and default provisions of the incentive that is provided, as well as require applicants to report key metrics tied to project performance over the duration of the grant. If the applicant is in default of any of the general or program specific requirements, or other requirements of the City, the City may delay, reduce, or cancel the approved grant, and any grant amount will be required to be repaid to the City.</p> <p>All works completed must comply with the description of the works as provided in the application form and contained in the grant agreement, with any amendments as approved by the City. The City has the right to perform inspections and require annual reports from approved applicants to ensure compliance with the agreement.</p>

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<b>Criteria</b>	<b>Requirements</b>
<b>Funding of Grants</b>	The inclusion of financial incentive programs within the EDCIP does not guarantee or provide obligation that funds will be available and funding will be subject to annual budget approvals. The City may discontinue any financial incentive program(s) at any time.
<b>Project Audits</b>	The City reserves the right to audit the cost of any and all works that have been approved for any of the financial incentive programs, at the expense of the applicant.
<b>Project Timelines</b>	Applicants approved for a grant under a program contained in the EDCIP may be required to complete the eligible works within specified timeframes as set by the City.
<b>Additional Costs</b>	The City is not responsible for any costs incurred by the applicant in the relation to any of the financial incentive programs.
<b>Disclosure of Funding</b>	Applicants will be required to disclose any additional external funding sources received or anticipated for the project, such as funding from other levels of government, at the time of application, or thereafter. Priority may be given to applicants that do not receive incentives through additional funding sources. Failure to disclose additional funding sources may result in an approved grant being reduced or canceled, and the applicant may be required to repay part or all of a grant.

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Criteria	Requirements
Incentive Stacking	<p>Applicants may apply for funding under one or a combination of incentive programs within <u>one</u> of the program streams provided in the EDCIP. When stacking EDCIP incentives, the total combined grant funding shall not exceed total eligible costs. Applicants will not be able to apply for grants from more than one program stream.</p> <p>Proposals that have received funding through another City of Sarnia CIP or other financial incentive offered by the City of Sarnia will not be eligible for programs in the EDCIP.</p>
Demolition	<p>If a building that was erected or improved with a program grant is demolished prior to the expiry of the grant period, the grant will be canceled, and the applicant will be required to repay the approved grant.</p>

## 5.2 Targeted Sectors

The City of Sarnia's economic strategy is based on leveraging its established industrial strengths while intentionally seeking to diversify into resilient, innovation driven sectors. The Economic Development Master Plan, and the supporting Competitive Market Analysis, present an aligned set of priority sectors that build upon Sarnia's assets, including its skilled workforce, education and research network, strategic proximity to an international border, and transportation, as well as broader economic trends. The financial incentive programs available in the EDCIP will focus on these key sectors to provide greater leverage to private investment in areas that will be instrumental in growing and diversifying the local economy.

### Advanced Manufacturing

Advanced Manufacturing is identified as the cornerstone of Sarnia's economy and remains the city's largest export generating sector. This sector builds upon Sarnia's long-standing petrochemical and chemical manufacturing base while supporting transition toward higher value, lower carbon and more technologically advanced production. Priority subsectors include petroleum products, chemicals, sustainable and bio-based materials, resins and synthetics, and metal and fabricated product manufacturing.

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Advanced Manufacturing is also seen as a catalyst for spin-off activity in engineering, maintenance, logistics, and digital services. These related sectors will reinforce economic resilience during energy transition and market shifts.

## **Clean Energy, Bio Industries, and Sustainable Chemistry**

Closely linked to advanced manufacturing, clean energy and bio industrial development represent a critical diversification pathway. Building on local expertise in chemistry and energy, Sarnia is positioned to attract investment in biofuels, biochemicals, hydrogen, low carbon fuels, and energy related technologies.

## **Transportation, Logistics, and Wholesale Trade**

Sarnia's border location, access to the Great Lakes, rail and highway networks, the Blue Water Bridge, harbour facilities, and the Oversize Load Corridor underpin its role as a regional trade and logistics hub. Transportation, logistics, and wholesale trade are identified as priority enabling sectors that support manufacturing, construction, and energy supply chains. Growth opportunities include specialized freight, industrial wholesaling, marine based shipping, and logistics services supporting large scale infrastructure and energy projects.

## **Professional, Scientific, and Technical Services (PSTS)**

Professional, Scientific, and Technical Services are highlighted as essential to economic diversification and long-term resilience. These knowledge-based industries support advanced manufacturing, energy transition, and infrastructure development. These include engineering, architecture, environmental services, applied research, computer systems design, and technical consulting. The plan recognizes PSTS as a key growth sector tied to innovation, automation, data analytics, and digital transformation.

## **Value Added Agriculture and Agri-Food Processing**

Agricultural production in surrounding rural areas creates significant opportunities for value added agri-food processing within the city. Target opportunities include plant-based ingredients, food processing, and industrial inputs derived from agricultural feedstocks.

## **Tourism, Placemaking, and Quality of Life Industries**

The EDMP identifies tourism and waterfront oriented placemaking as supportive economic sectors that complement industrial growth. Tourism, culture, events, and hospitality enhance Sarnia's external image, attract talent, and improve livability—key factors in workforce attraction and retention. Investments in tourism development are positioned as long-term contributors to economic resilience and population growth.

# FINANCIAL INCENTIVE PROGRAMS

## Industrial Development Stream



### 5.2 Financial Incentive Programs – Industrial Development Stream

#### 5.2.1 Tax Increment Grant Program

##### 5.2.1.1 Purpose

A Tax Increment Grant (TIG) is a financial incentive designed to help offset the long-term costs associated with development or redevelopment. When a property is improved, its assessed value typically increases resulting in higher property taxes. Under this program, grants may be provided equal to all or a portion of the municipal portion of a tax increase that is directly attributable to the approved project.

By helping to offset these increased costs, the TIG Program encourages private investment in new development or in the expansion of existing businesses. The intended outcomes include job creation, a stronger local economy, and increased diversity in business and employment opportunities.

##### 5.2.1.2 Description

This program provides grants equivalent to the tax increase in property tax assessment. The value of the incentive will be determined by the project’s overall scoring:

Points	Level of Incentive
7-9 Points	1 Year Grant – 20% of the increases in municipal taxes.
10-12 Points	2 Year Grant – 40% reduction and decrease in 20% annually
13-15 Points	3 Year Grant – 60% reduction and decrease in 20% annually
16-18 Points	4 Year Grant – 80% reduction and decrease in increments of 20% annually
19+ Points	5 Year Grant – 100% reduction and decrease in increments of 20% annually

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## 5.2.1.3. Program Specific Requirements

1. To be eligible for this grant, the subject property must be located on a parcel of land that is designated in the City of Sarnia Official Plan or zoned within the City of Sarnia Zoning By-law to permit industrial uses.
2. Eligible works for this program will include development, redevelopment, construction, reconstruction, rehabilitation or adaptive reuse for an industrial development that results in an increase in the assessed value and property taxes on the property.
3. Applicants shall submit a detailed proposal that includes a description of the project and why it should be considered for a grant funding including, but not limited to, the number of new full-time permanent jobs that will be created, the level of investment/construction cost, the sector the development is associated with.
4. The value of the grant will not exceed the incremental increase in property assessment and municipal property tax resulting from the improvements.
5. The grant is provided to the owner/applicant after the taxes have been paid in full for the calendar year to which the application for the annual instalment applies.
6. The grants will be provided after the improvements to the property are complete and after the reassessment of the property by the Municipal Property Assessment Corporation (MPAC) has demonstrated an increase in the assessed value of the property.
7. The pre and post improvement assessment and tax values will be used to calculate the incremental increase in municipal property tax revenue and the total value of the grant.
8. Proposals that have received funding through another CIP within the City of Sarnia will not be eligible for this program.
9. The awarding of grants and the size of grants awarded for the TIG will be informed and evaluated by staff using the following scoring matrix. Notwithstanding the criteria contained below, the City at its discretion, may consider additional information when evaluating an application for a financial incentive program:

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## Scoring Matrix

<b>Construction/Investment Value</b>	<b>Points</b>
\$1,000,000 - \$1,999,999	1
\$2,000,000 - \$4,999,999	2
\$5,000,000 - \$9,999,999	3
\$10,000,000+	4
<b>Full Time Jobs Created</b>	<b>Points</b>
10-24 Jobs	1
25-49 Jobs	2
50-74 Jobs	3
75-99 Jobs	4
100+ Jobs	5
<b>Targeted Sector</b>	<b>Points</b>
No	1
Yes	4
<b>Servicing Status</b>	<b>Points</b>
No Municipal Services Available at Site	0
Partial Municipal Services Available at Site	2
Full Municipal Services Available at Site	3
<b>Located within Key City-Owned Asset</b> (Sites Include: City-owned business parks, Sarnia Harbour, Chris Hadfield Airport, etc.)	<b>Points</b>
No	0
Yes	1

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Site Improvements / Redevelopment Proposed	Points
No	0
Yes	3
<b>Total</b>	<b>20 Points</b>

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## 5.2.2 Development Charges Grant Program

### 5.2.2.1 Purpose

The intent of a development charges grant program is to encourage the development or redevelopment of vacant or underutilized lands by reducing development charge costs, which are often identified as a barrier to new development. By lowering these costs, this type of incentive can help in attracting new businesses to the area and support the expansion of existing businesses.

### 5.2.2.2 Description

The Development Charges Grant Program shall be administered as a grant-based incentive program under which eligible businesses may receive a grant equal to a percentage of the Development Charges payable for the development or redevelopment of buildings or lands that comply with the goals and requirements of the EDCIP. The value of the grant shall be determined based on the project's overall evaluation and scoring, as established by the Program's eligibility criteria and scoring framework:

Points	Rebate Amount on DC Charges
10-11 Points	20% Rebate
12-13 Points	40% Rebate
14-15 Points	60% Rebate
16-18 Points	80% Rebate
19+ Points	100% Rebate

### 5.2.2.3 Program Specific Requirements

1. To be eligible for this grant, the subject property must be located on a parcel of land that is designated in the City of Sarnia Official Plan or zoned within the City of Sarnia Zoning By-law to permit industrial uses.
2. The Eligible works for this program will include development, redevelopment, construction, reconstruction, rehabilitation or adaptive reuse for an industrial development that results in the application of development charges.
3. Applicants shall submit a detailed proposal that includes a description of the project and why it should be considered for a grant funding including, but not limited to,

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the number of new full-time permanent jobs that will be created, the level of investment/construction cost, the sector the development is associated with.

4. Development charges will be required to be paid in full to the satisfaction of the Municipality prior to the issuance of the grant.
5. The grant will be paid to the owner upon project completion.
6. Projects that have been approved for any other development charge reductions under the City of Sarnia’s Development Charges By-law will **not** be eligible for the Development Charges Grant Program.
7. Proposals that have received funding through another CIP within the City of Sarnia will not be eligible for this program.
8. The awarding of grants and the size of grants awarded for the Development Charge Grant will be informed and evaluated by staff using the following scoring matrix. Notwithstanding the criteria contained below, the City at its discretion may consider additional information when evaluating an application for a financial incentive program:

## Scoring Matrix

Construction/Investment Value	Points
\$1,000,000 - \$1,999,999	1
\$2,000,000 - \$4,999,999	2
\$5,000,000 - \$9,999,999	3
\$10,000,000+	4
Full Time Jobs Created	Points
10-24 Jobs	1
25-49 Jobs	2
50-74 Jobs	3
75-99 Jobs	4
100+ Jobs	5

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Targeted Sector	Points
No	1
Yes	4
Servicing Status	Points
No Municipal Services Available at Site	0
Partial Municipal Services Available at Site	2
Full Municipal Services Available at Site	3
Located within Key City-Owned Asset (Sites Include: City-owned business parks, Sarnia Harbour, Chris Hadfield Airport, etc.)	Points
No	0
Yes	1
Site Improvements / Redevelopment Proposed	Points
No	0
Yes	3
<b>Total</b>	<b>20 Points</b>

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## 5.2.3 Building Fee Grant Program

### 5.2.3.1 Purpose

The intent of this program is to provide a financial incentive that refunds the costs of municipal building fees for qualifying industrial land development projects.

### 5.2.3.2 Description

The Building Fee Grant Program will provide funds to offset a portion of the costs of building permit fees to a maximum of 50% associated with a project. The value of the building permit fee grant shall be determined based on the project's overall evaluation and scoring, as established by the Program's eligibility criteria and scoring framework:

Points	Rebate Amount on Building Fees
7-9 Points	10% Grant
10-12 Points	20% Grant
13-15 Points	30% Grant
16-18 Points	40% Grant
19+ Points	50% Grant

### 5.2.3.3 Program Specific Requirements

1. To be eligible for this grant, the subject property must be located on a parcel of land that is designated in the City of Sarnia Official Plan or zoned within the City of Sarnia Zoning By-law to permit industrial uses.
2. Eligible costs include City application fees for Building Permits, as set out in the City of Sarnia Fee By-law, required for development, redevelopment, construction, reconstruction, rehabilitation or adaptive reuse for an industrial development. This does not include fees associated with water meters, signs, tents, plumbing/septic fees charged by the County of Lambton, limiting distance agreements, or conditional foundation permits.
3. Applicants shall submit a detailed proposal that includes a description of the project and why it should be considered for grant funding including, but not limited to, the number of new full-time permanent jobs that will be created, the level of investment/construction cost, the sector the development is associated with.

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4. Planning and building permit fees will be required to be paid in full to the satisfaction of the Municipality prior to the issuance of the grant. Funding will be provided at time of project completion.
5. Proposals that have received funding through another CIP within the City of Sarnia will not be eligible for this program.
6. The awarding of grants and the size of grants awarded for the Building Fee Grant will be informed and evaluated by staff using the following scoring matrix. Notwithstanding the criteria contained below, the City at its discretion may consider additional information when evaluating an application for a financial incentive program:

### Scoring Matrix

Construction/Investment Value	Points
\$1,000,000 - \$1,999,999	1
\$2,000,000 - \$4,999,999	2
\$5,000,000 - \$9,999,999	3
\$10,000,000+	4
Full Time Jobs Created	Points
10-24 Jobs	1
25-49 Jobs	2
50-74 Jobs	3
75-99 Jobs	4
100+ Jobs	5
Targeted Sector	Points
No	1
Yes	4
Servicing Status	Points
No Municipal Services Available at Site	0

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Partial Municipal Services Available at Site	2
Full Municipal Services Available at Site	3
<b>Located within Key City-Owned Asset</b> (Sites Include: City-owned business parks, Sarnia Harbour, Chris Hadfield Airport, etc.)	<b>Points</b>
No	0
Yes	1
<b>Site Improvements / Redevelopment Proposed</b>	<b>Points</b>
No	0
Yes	3
<b>Total</b>	<b>20 Points</b>

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## 5.2.4 Planning Fee Grant Program

### 5.2.4.1 Purpose

The intent of this program is to provide a financial incentive that refunds the upfront costs of municipal planning fees for qualifying industrial land development projects.

### 5.2.4.2 Description

The Planning Fee Grant Program will provide funds to offset 100% of planning application fees associated with a project.

### 5.2.4.3 Program Specific Requirements

1. To be eligible for this grant, the subject property must be located on a parcel of land that is designated in the City of Sarnia Official Plan or zoned within the City of Sarnia Zoning By-law to permit industrial uses.
2. Eligible costs include City planning application fees for Official Plan Amendments, Zoning Bylaw Amendments, Site Plan Approvals, Minor Variances, Consents, Plans of Subdivision, as set out in the City of Sarnia Fee By-law, required for development, redevelopment, construction, reconstruction, rehabilitation or adaptive reuse for an industrial development
3. Applicants shall submit a detailed proposal that includes a description of the project and why it should be considered for grant funding including, but not limited to, the number of new full-time permanent jobs that will be created, the level of investment/construction cost, the sector the development is associated with.
4. Planning fees will be required to be paid in full to the satisfaction of the Municipality prior to the issuance of the grant. Funding will be provided at time of project completion.
5. Proposals that have received funding through another CIP within the City of Sarnia will not be eligible for this program.

# FINANCIAL INCENTIVE PROGRAMS

## Tourism Stream



### 5.3 Financial Incentive Programs – Tourism Stream

#### 5.3.1 Tax Increment Grant Program

##### 5.3.1.1 Purpose

A Tax Increment Grant (TIG) is a financial incentive offered to help reduce the long-term costs of development or redevelopment. When a property is improved, its assessed value, and therefore property taxes, typically increase. Under this program, a grant may be provided equal to all or part of that incremental tax increase resulting directly from the project. By offsetting these additional costs, the TIG Program encourages private developers to invest in new projects or expand existing businesses.

##### 5.3.1.2 Description

New businesses or existing businesses that are expanding will be eligible to receive a grant for a percentage of the tax increment generated from the investments made in the development or redevelopment of the building or property in conformity with this CIP. The grant will apply only to the municipal portion of the increase in tax assessment. The grant payment will be provided over a five-year period as follows:

Points	Level of Incentive
10-11 Points	1 Year Grant – 20% of the increases in municipal taxes.
12-13 Points	2 Year Grant – 40% of the increases in municipal and decrease in increments of 20% annually
14-15 Points	3 Year Grant – 60% reduction and decrease in 20% annually
16-17 Points	4 Year Grant – 80% reduction and decrease in increments of 20% annually
18+ Points	5 Year Grant – 100% reduction and decrease in increments of 20% annually

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## 6.3.1.3 Program Requirements

1. To be eligible for this grant, the project will support the development of tourism uses including but not limited to cultural facilities or event spaces, assembly halls, convention/conference centre/facilities, large-scale private recreational facilities, entertainment spaces, hotels and other large-scale tourist accommodations. Short-term accommodations will not be eligible for EDCIP grants.
2. Eligible works for this program will include development, redevelopment, construction, reconstruction, rehabilitation or adaptive reuse of land or building(s) that results in an increase in the assessed value and property taxes on the property.
3. Applications will be required to provide a proposal that includes information including but not limited to the anticipated number of annual visitors, duration that the tourism service/attraction will be provided (i.e. year-round vs. seasonal, number of operating days per year), estimated private investment and increase in assessed value, number of full time permanent jobs created, contributions to local culture and identity, project feasibility, and whether the proposed facility is open to the public without membership fee. Applicants shall submit a detailed proposal describing how the project meets these criteria and why the project should be considered for the grant.
4. The value of the grant provided is equal to the incremental increase in property assessment and municipal property tax resulting from the improvements.
5. The grant is provided to the owner/applicant after the taxes have been paid in full for the calendar year to which the application for the annual instalment applies.
6. The grants will be provided after the improvements to the property are complete and after the reassessment of the property by the Municipal Property Assessment Corporation (MPAC) has demonstrated an increase in the assessed value of the property.
7. The pre and post improvement assessment and tax values will be used to calculate the incremental increase in municipal property tax revenue and the total value of the grant.
8. Proposals that have received funding through another CIP within the City of Sarnia will not be eligible for this program.
9. The awarding of grants and the size of grants awarded for the TIG will be informed and evaluated by staff using the following scoring matrix. Notwithstanding the

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criteria contained below, the City at its discretion may consider additional information when evaluating an application for a financial incentive program:

<b>Scoring Matrix</b>	
<b>Construction/Investment Value</b>	<b>Points</b>
\$250,000 - \$999,999	1
\$1,000,000 - \$2,499,999	2
\$2,500,000 - \$4,999,999	3
\$5,000,000+	4
<b>Visitor &amp; Tourism Impact</b>	<b>Points</b>
Minimal visitor appeal	0
Moderate regional draw, primarily day-trip visitors	1
Strong regional attraction with some overnight potential	2
<b>Full Time Jobs Created</b>	<b>Points</b>
5-19	2 Point
20-49	3 Points
50+	4 Points
<b>Year-Round Viability</b>	<b>Points</b>
Shoulder-season extension (3-season operation) or indoor/outdoor hybrid	1 Point
Fully indoor; programming viable 12 months	3 Points
<b>Placemaking &amp; Cultural Value</b>	<b>Points</b>
Moderate Level	1 Points
High Level	2 Points

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<b>Locational Criteria</b>	<b>Points</b>
Outside Downtown Core, Mixed Use Corridor I & II designations, or Waterfront Master Plan Strategic Development sites	0 Point
Within Downtown Core, Mixed Use Corridor I & II designations, or Waterfront Master Plan Strategic Development sites	4 Points
<b>Total</b>	<b>19 Points</b>

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## 6.3.2 Building Fee Grant Program

### 6.3.2.1 Purpose

The intent of this program is to provide a financial incentive that refunds the upfront costs of municipal building fees for qualifying tourism-supportive businesses.

### 6.3.2.2 Description

This grant will provide funds to offset a portion of the costs of City building permit fees to a maximum of 50% of the planning and building permit fees associated with a project. The value of the building permit fee grant shall be determined based on the project's overall evaluation and scoring, as established by the Program's eligibility criteria and scoring framework:

Points	Rebate Amount on Building Fees
10-11 Points	10% Grant
12-13 Points	20% Grant
14-15 Points	30% Grant
16-17 Points	40% Grant
18+ Points	50% Grant

### 6.3.2.3 Program Requirements

1. To be eligible for this grant, the project will support the development of tourism uses including but not limited to cultural facilities or event spaces, assembly hall, convention/conference centre/facilities, large-scale private recreational facilities, entertainment spaces, hotels and other large-scale tourist accommodations. Short-term accommodations will not be eligible for EDCIP grants.
2. Eligible costs include City fees for Building Permit, as set out in the City of Sarnia Fee By-law, required for development, redevelopment, construction, reconstruction, rehabilitation or adaptive reuse. This does not include fees associated with water meters, signs, tents, plumbing/septic fees charged by the County of Lambton, limiting distance agreements, or conditional foundation permits.
3. Applications will be evaluated based on criteria including but not limited to the anticipated number of annual visitors, duration that the tourism service/attraction

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will be provided (i.e. year-round vs. seasonal operation, number of operating days per year), estimated private investment and increased in assessed value, number of full-time permanent jobs created, contributions to local culture and identity, and project feasibility. Applicants shall submit a detailed proposal describing how the project meets these criteria and why the project should be considered for the grant.

4. Building permit fees will be required to be paid in full to the satisfaction of the Municipality prior to the issuance of the grant. Funding for successful applications will be provided at time of project completion.
5. Proposals that have received funding through another CIP within the City of Sarnia will not be eligible for this program.
6. The awarding of grants and the size of grants awarded for the Building Fee grant will be informed and evaluated by staff using the following scoring matrix. Notwithstanding the criteria contained below, the City at its discretion may consider additional information when evaluating an application for a financial incentive program:

### Scoring Matrix

Construction/Investment Value	Points
\$250,000 - \$999,999	1
\$1,000,000 - \$2,499,999	2
\$2,500,000 - \$4,999,999	3
\$5,000,000+	4
Visitor & Tourism Impact	Points
Minimal visitor appeal	0
Moderate regional draw, primarily day-trip visitors	1
Strong regional attraction with some overnight potential	2
Full Time Jobs Created	Points
5-19	2 Point
20-49	3 Points

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50+	4 Points
<b>Year-Round Viability</b>	
<b>Points</b>	
Shoulder-season extension (3-season operation) or indoor/outdoor hybrid	1 Point
Fully indoor; programming viable 12 months	3 Points
<b>Placemaking &amp; Cultural Value</b>	
<b>Points</b>	
Moderate Level	1 Points
High Level	2 Points
<b>Locational Criteria</b>	
<b>Points</b>	
Outside Downtown Core, Mixed Use Corridor I & II designations, or Waterfront Master Plan Strategic Development sites	0 Point
Within Downtown Core, Mixed Use Corridor I & II designations, or Waterfront Master Plan Strategic Development sites	4 Points
<b>Total</b>	<b>19 Points</b>

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## 6.3.3 Planning Fee Grant Program

### 6.3.3.1 Purpose

The intent of this program is to provide a financial incentive that refunds the upfront costs of municipal planning fees for qualifying tourism-supportive businesses.

### 6.3.3.2 Description

The Planning Fee Grant Program will provide funds to offset 100% of planning application fees associated with a project.

### 6.3.2.3 Program Requirements

1. To be eligible for this grant, the project will support the development of events or cultural venues or spaces, convention centre, large-scale private recreational facilities, entertainment spaces, hotels and other large-scale tourist accommodations and other similar uses. Short-term accommodations will not be eligible for EDCIP grants.
2. Eligible costs include City planning application fees for Official Plan Amendments, Zoning Bylaw Amendments, Site Plan Approvals, Minor Variances, Consents, and Building Permits, as set out in the City of Sarnia Fee By-law, required for development, redevelopment, construction, reconstruction, rehabilitation or adaptive reuse.
3. Applications will be evaluated based on criteria including but not limited to the anticipated number of annual visitors, duration that the tourism service/attraction will be provided (i.e. year-round vs. seasonal operation, number of operating days per year), estimated private investment and increased in assessed value, number of full-time permanent jobs created, contributions to local culture and identity, and project feasibility. Applicants shall submit a detailed proposal describing how the project meets these criteria and why the project should be considered for the grant.
4. Planning and building permit fees will be required to be paid in full to the satisfaction of the Municipality prior to the issuance of the grant. Funding for successful applications will be provided at time of project completion.
5. Proposals that have received funding through another CIP within the City of Sarnia will not be eligible for this program.

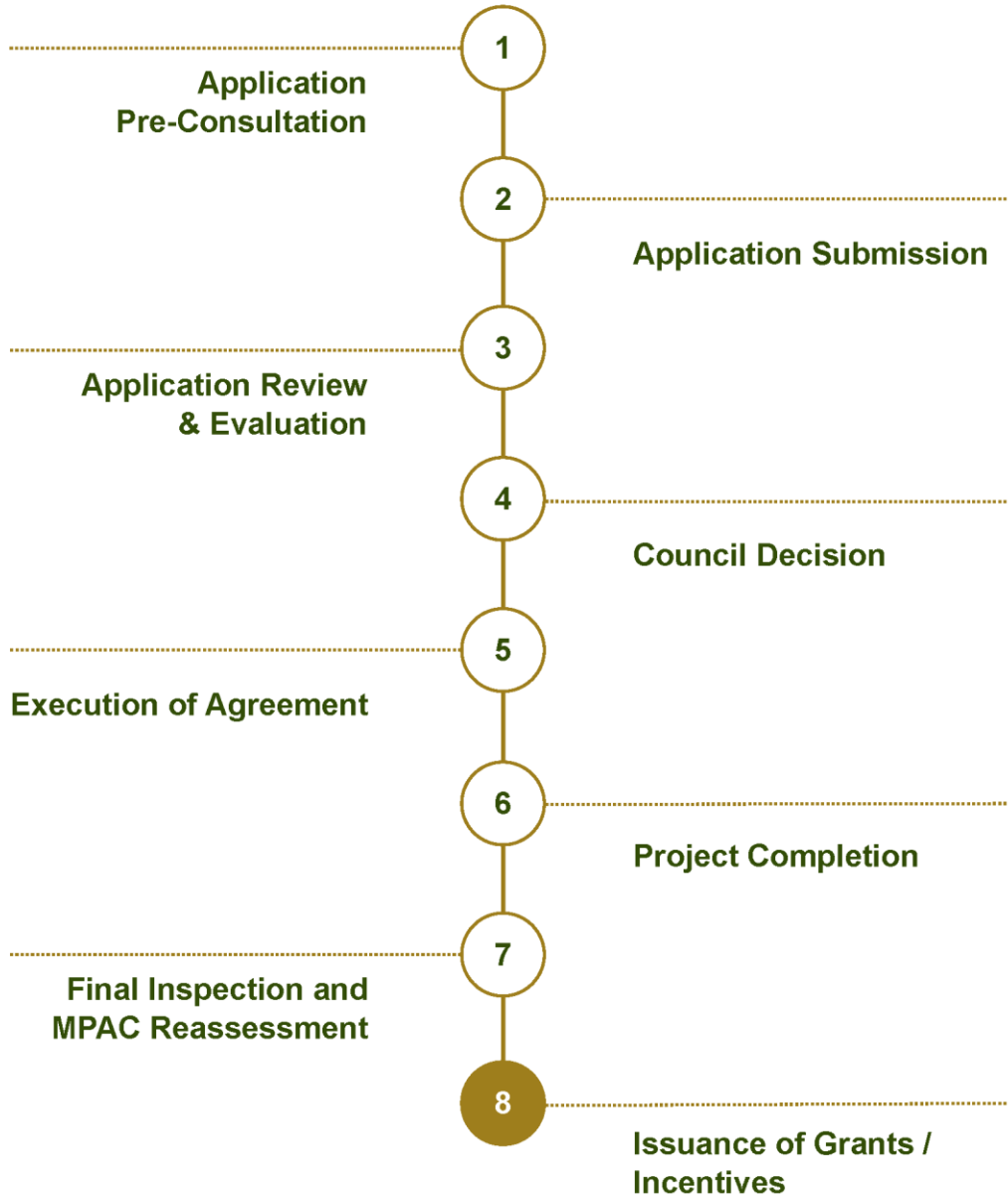


6



# 6.0 ADMINISTRATION

## 6.1 Application Process



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The following outlines the general process of an EDCIP application submission:

- 1 **Application Pre-consultation:** A potential applicant requests pre-consultation with Economic Development staff prior to applying to discuss their project, confirm eligibility, review applicable program streams, receive preliminary feedback, and identify any additional information and materials required for a complete application submission.
- 2 **Application Submission:** Applicant submits a complete application along with any required supporting information and materials, including but not limited to conceptual or other professional design drawings, cost estimates, photos of the subject property, studies or reports, certifications, and a proposal of the proposed project to demonstrate feasibility and alignment with CIP objectives.
- 3 **Application Review & Evaluation:** Staff will review the application to determine completeness, screening for general eligibility criteria, and ensuring all required supporting information identified at the pre-consultation meeting has been included and is acceptable. Applications will be evaluated by staff using the general and program specific scoring included in this EDCIP.
- 4 **Decision:** Once a project has been evaluated and scored, staff prepare a staff report with a recommendation to approve or refuse the application to Council, or its delegated authority, for consideration and a final decision. If an application is refused, there is no appeal process for a decision on an EDCIP application.
- 5 **Execution of Agreement:** If the application is approved, a grant agreement is prepared for execution and registration on title. The grant agreement will specify the terms, duration, reporting requirements, and default provisions of the incentive(s) approved.
- 6 **Project Construction:** Upon approval of a grant and the grant agreement has been executed and registered on title, the applicant may initiate the works associated with the improvement project, in accordance with the provisions of the agreement.
- 7 **Final Inspection & MPAC Assessment:** Once the project is completed, the applicant submits information and materials documenting the completion of the project works including but not limited to photographs of the completed project, original invoices for all costs associated with eligible works, and any applicable certificates, licenses, or other approvals.
- 8 **Issuance of Grants/Incentives:** If, on conclusion of the final inspection and MPAC reassessment the works have been carried out in accordance with the grant agreement, and all provisions and obligations of the agreement have been satisfied, the City will organize the payment of the financial incentives in accordance with the grant agreement. The Tax Increment Grant will be paid on

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an annual basis and only where all program and grant agreement requirements continue to be met. The amount of incentives granted may be adjusted where there is non-compliance with the grant agreement.

## 6.2 Program Monitoring

It is recognized that the EDCIP must be responsive to changing market conditions, economic priorities, and community needs over time. The EDCIP will be monitored on an ongoing and regular basis to assess the performance and impact of the incentive programs established under the Plan. Monitoring and reporting will provide the information needed to assess the Plan's effectiveness and enable adjustment of programs as necessary, ensuring the Plan remains relevant and effective. Regular monitoring will also help ensure transparency, accountability, and that the objectives of the EDCIP are being met.

The following program-specific information may be collected from applicants as required by agreement and reported on by City staff on an ongoing basis:

- Number of applications submitted and approved annually for each stream and program.
- Number of jobs created.
- Increase in assessed value of participating properties.
- Total value of incentives/rebates committed.
- Hectares of land developed.
- Square footage of new or revitalized industrial/commercial space constructed.
- Value of private sector investment leveraged.
- Number of tourism-based businesses supported
- Square footage or new tourism-based businesses constructed or revitalized
- Number of program defaults.

Information collected through monitoring will be used to evaluate program effectiveness and to identify opportunities for improvement. Monitoring and reporting activities will be completed on a continuous basis, with summary reports compiled and presented to City Council annually. These reports will be used to inform decisions related to potential adjustments to incentive programs and associated budget allocations.

Feedback from program users should also be collected to better understand how the implementation of financial incentive programs can be improved and where refinements or improvements may be beneficial. Post-completion monitoring requirements are recommended to be incorporated into the application approval process. These requirements will ensure that approved projects meet established metrics and key

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performance indicators associated with the incentives awarded, and that program outcomes align with the goals and objectives of the EDCIP.

In addition to ongoing monitoring, the EDCIP will be formally reviewed no less frequently than every five years. This review will evaluate the continued use and relevance of the Plan and consider:

- The continuation or modification of existing incentive programs;
- Revisions to eligibility criteria and program requirements;
- Adjustments to grant and incentive amounts; and
- Minor refinements to program details as appropriate.

This approach to monitoring and review will support continuous improvement and help ensure the EDCIP remains an effective tool for achieving economic development goals.

## 6.3 Amendments to the EDCIP

Based on the results of the monitoring exercises above, or feedback gathered throughout the implementation of the CIP, it may be necessary to modify or amend this plan from time to time as community priorities and goals change or as the plan is implemented. Additions to the types of financial incentive programs, as well as increases to funding amounts provided within financial incentive programs already provided will require a formal amendment to the EDCIP in accordance with Section 28 of the Planning Act. Minor and technical amendments (e.g., correcting typographical errors) may be made without Council approval.

Individual incentive programs may be discontinued, activated, or deactivated by Council without an amendment to this Plan.

## 6.4 Municipal Actions to Enable Economic Development

### 6.4.1 Property Acquisition & Disposition

The City of Sarnia may utilize the full abilities permitted under Section 28 of the *Planning Act* and other provincial legislation to implement the goals and objectives of the EDCIP.

The City of Sarnia may facilitate the assembly of land within the city boundaries in conformity with the CIP. Additionally, the City may acquire, hold, clear, grade or otherwise prepare the land for community improvement as defined by this CIP.

The City of Sarnia may also dispose of municipally owned land or buildings within the CIP Project Area in conformity with the CIP. Additionally, the City may sell, lease, or otherwise dispose of any land and buildings acquired or held by it provided the end use of the

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property and/or buildings remains in conformity with this CIP. The City may choose to dispose of municipally owned property or buildings at less than market value in order to facilitate the development, redevelopment or adaptive reuse of the property and/or buildings.

## 6.4.2 Development of Employment & Industrial Lands

The availability of a diverse and well-serviced supply of employment lands is a critical determinant of a community's competitive position in attracting and retaining business investment. The City of Sarnia plays a central role in strengthening its economic competitiveness by ensuring a sufficient inventory of "shovel-ready" employment lands, supported by timely and coordinated infrastructure provision to meet market expectations.

### 6.4.1 Effective Application Processing

For major development applications, the City will actively explore procedural and other development initiatives, including assigning staff dedicated to expediting the review and processing of major development applications that are in conformity with the EDCIP.

## 6.5 Program Funding & Budget

Council may choose each year, at its sole discretion, to allocate funding to any, all, or none of the incentive programs outlined in this CIP. At that time, Council will establish the total annual budget for the program. It is recommended that Council also determine how the funding will be distributed among the various incentive programs, either as a percentage or as specific amounts.

All decisions regarding funding under this CIP are at the sole discretion of Council. This includes determining whether to approve funding, the amount of funding to be provided, and any terms, conditions, or requirements that may apply to approved applications. Council also reserves the right to limit funding for individual applications or projects where it determines that doing so is necessary to ensure that funding remains available for other eligible projects throughout the year.

Recommendations for the funding of EDCIP programs have been included in Appendix B, which does not form part of this Plan, and can be modified without an amendment to the EDCIP.

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## 6.6 Glossary

This section defines the terms used in the EDCIP and clarifies their meaning within the context of this document:

**Adaptive Re-use:** is the process of adapting old buildings by development, redevelopment, rehabilitation and/or construction for the purposes of using them for new eligible uses.

**Applicant:** may include registered owners, assessed owners and tenants of land and buildings within the community improvement project area, and to any other person to whom such an owner or tenant has assigned the right to receive a grant.

**Development:** means the construction of a new industrial building on previously undeveloped land.

**Eligible Costs:** are the costs related to development, redevelopment, rehabilitation and/or adaptive reuse of a building or property in conformity with the EDCIP and the Planning Act, R.S.O. 1990, c. P.13.

**Eligible Works:** includes all development, redevelopment, rehabilitation and/or adaptive reuse of a use that meets the eligibility criteria of one or more of the financial incentive programs described by this CIP.

**Job:** is a permanent full-time (minimum 30 hours per week) position created or retained directly as a result of the development, redevelopment, adaptive reuse or rehabilitation of the building or property.

**MPAC:** is the Municipal Property Assessment Corporation.

**Municipal Taxes:** is the City of Sarnia (i.e. the municipal) portion of property taxes payable and does not include the County portion or Educational portion payable to the Province.

**Redevelopment:** is the construction of a new building(s) and/or the expansion of or addition to an existing building(s) on previously developed land.

**Rehabilitation:** is the returning of an existing building and/or land to a useful state by adaptive reuse, development, redevelopment and/or construction.

**Targeted Sectors:** means an employment sector or industry that the City of Sarnia considers of significant importance to the diversification, growth, and resiliency of the local economy that has been identified in Section 5.2 of the EDCIP.

**Tourism Use:** means the use of land, buildings, or structures that attract, accommodate, or serve visitors from outside the municipality by providing experiences, services, or facilities that contribute to destination appeal. This includes, but is not limited to, hotel accommodations, cultural and heritage attractions, recreational facilities, hospitality establishments, and tourism-supportive commercial uses, whether permanent or seasonal.

**Public Meeting #1 - June 22, 2026**



## **APPENDIX A – STAKEHOLDER ENGAGEMENT SUMMARY**

Economic Development Community Improvement Plan  
City of Sarnia

# Public Meeting #1 - June 22, 2026

## 1.0 Introduction

This report summarizes the public consultation phase of the development of the Economic Development Community Improvement Plan (EDCIP). A detailed consultation program was developed to ensure that the EDCIP is informed by the needs of Sarnia's business community, economic partners, and residents. Input was sought from stakeholders using a variety of engagement tools including:

1. Online Resident Survey (398 responses)
2. Online Targeted Partner Survey (77 responses)
3. One-on-one interviews with members of Council.
4. One-on-one interviews with targeted partners
5. Targeted Stakeholder Workshop

Comments were synthesized and summarized qualitatively, based on recurring themes and topics identified during the analysis.

## 2.0 Key Themes - Online Survey Engagement

There was strong agreement that encouraging private investment is important for Sarnia's future, and that any financial incentives offered by the City should be tied to clear, measurable outcomes. Participants consistently emphasized that incentives must deliver demonstrable public benefits and should not support projects that would proceed without assistance. This reflects a broad desire for accountability, transparency, and performance-based incentive structures.

A major theme throughout the feedback was the need to revitalize vacant, derelict, and underutilized properties, including greyfields and brownfields. Participants expressed strong support for incentives that encourage redevelopment, reuse, and rehabilitation of existing buildings and lands. Many preferred long-term cost reductions, such as multi-year property tax relief or reduced development fees, rather than upfront grants. There was also notable interest in incentives supporting environmental cleanup, energy efficiency, and green technologies.

Participants repeatedly identified slow, complex, and unpredictable approval processes as a major barrier to investment. Participants called for streamlined permitting, reduced fees, and improved coordination across departments. Many recommended adopting a single point-of-contact or project lead model to improve clarity and speed. Concerns about red tape, development delays, and lack of shovel-ready industrial land were common, highlighting the need for improved infrastructure readiness, including roads, servicing, and available employment lands.

Another strong theme was the importance of economic diversification. Participants emphasized opportunities in clean energy, green industries, technology, logistics, and advanced manufacturing, recognizing the risks of relying heavily on the oil and gas sector. Tourism also emerged as a key diversification opportunity, with widespread agreement that Sarnia's waterfront and harbour are underutilized assets. Participants supported

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creating destination-oriented uses, such as restaurants, entertainment, events, and marine-related activities, alongside broader downtown revitalization efforts.

Finally, participants highlighted the importance of quality of life in attracting and retaining both businesses and talent. Participants expressed a desire for more amenities, recreation, entertainment, and family-friendly offerings, noting that these factors influence economic competitiveness. Participants stressed the need to protect and leverage strategic assets such as the waterfront, harbour, airport, and research park, while improving marketing and promotion to better communicate Sarnia's strengths.

## 2.0 Key Themes - Interviews and Stakeholder Engagement

Across all interviews and input sessions, participants emphasized that Sarnia needs to take a more proactive and strategic approach to attracting private investment. There was broad agreement that financial incentives should be tied to clear, measurable outcomes, ensuring that public support leads to tangible community benefits. Participants consistently stressed that incentives should be used to support projects that would not otherwise proceed and should prioritize the revitalization of vacant, derelict, and underutilized properties.

Participants highlighted the need to streamline and modernize municipal approval processes. Participants described current processes as slow, complex, or unpredictable, and identified this as a significant barrier to investment. They called for clearer communication, reduced duplication, and more coordinated permitting, with many supporting a single point of contact or project lead model. Concerns about infrastructure readiness, including road conditions, servicing capacity, and the availability of shovel ready industrial land, were also frequently raised.

Participants also highlighted the importance of economic diversification and quality of life as essential components of long-term competitiveness. While traditional industries remain important, there was strong interest in expanding into clean energy, green technologies, logistics, advanced manufacturing, technology, and tourism. The waterfront and downtown were repeatedly identified as underutilized assets with significant potential for destination-oriented development. Many participants emphasized the need for more amenities, recreation, entertainment, and family friendly offerings to support talent attraction and retention.

Overall, the themes point to a collective belief that Sarnia should create the conditions for sustainable growth by improving its processes, investing in its core areas, diversifying its economy, and enhancing the amenities that make the community attractive.

**APPENDIX B – BUDGETING FOR CIP INCENTIVES**

Economic Development Community Improvement Plan  
City of Sarnia

DRAFT

# Public Meeting #1 - June 22, 2026

## Introduction

The process for funding a community improvement plan within potentially constrained municipal budgets is a complex undertaking. Minimizing impacts on municipal ratepayers is of key concern, which is balanced with the need for municipal resources to stimulate economic and social investments within the community. There are also additional challenges due to uncertainty about the number, types, and sizes of projects that may seek funding through the EDCIP.

The Economic Development Community Improvement Plan (EDCIP) has been prepared as a tool for strengthening the local economy, attracting new investment, and supporting business retention. The EDCIP proposes the provision of financial incentives intended to reduce upfront costs for investors that are incurred at the earlier stages of development, such as building permit fees and development charges, as well as longer-term costs associated with increases in taxes resulting from the reassessment of a property due to its redevelopment. These programs are also intended to improve the City's competitive position relative to the offerings of similar incentive programs by its peer municipalities.

Based on the goals and objectives of the EDCIP, as well as a review of historic building permit fee and development charge data, recommendations for program budgeting have been provided. The provision of this funding for EDCIP programs can reasonably be expected to be recovered by the City through future tax revenues and other indirect benefits including job creation. The estimates provided below do not include costs associated with the administration of EDCIP programs, including but not limited to operational costs such as wages, financial or legal costs, or advertising or promotion of the EDCIP.

## Industrial Stream - Budget Considerations

The Industrial Program Stream of the EDCIP includes a Tax Increment Grant, Planning & Building Permit Fee Grant, and a Development Charge Grant.

The Tax Increment Grant program provides successful applicants with an incremental tax grant for a period of up to five years based on the achievement of certain criteria. Based on initial consultation with City staff, the implementation of the Tax Increment Grant would be able to take place through the rebate of the post-project assessed value for the City portion of the tax assessment increase. After a five-year period, the City will receive the full value of the property tax assessment increase.

Planning Fee Grants would be able to take place through the waiving of fees. The estimated maximum amount of planning fees that could be waived per EDCIP application would be \$10,000, if an industrial project required an Official Plan Amendment, a Zoning By-law Amendment, and Site Plan Approval.

The proposed Building Permit Fee Grant and the Development Charges Grant would require that fees be collected by the City at the time of issuance of a building permit with

## Public Meeting #1 - June 22, 2026

grant amounts paid back to applicants after works have been completed if approved for receiving an incentive. These grants would require funds to be allocated through the City's annual budget process.

A review of historical industrial building permit and development charge fee data collected since 2022 was undertaken to determine development activity within the City and provides a baseline for potential expectations of grant amounts and program uptake. Between 2022 and 2025, the City received a total of 42 industrial building permits and collected a total of \$365,000 in building permit fees. This equates to an average of 10.5 permits processed and approximately \$91,000 in building permit fees collected each year. For Development Charges, a total of approximately \$1,203,000 was collected between 2022 and 2025, with an annual average of approximately \$301,000 collected each year.

Assuming that all the industrial building projects had applied for and were eligible for CIP incentives and that the projects would have achieved the maximum scoring to receive a grant equal to the full amount of 50% of building permit fees paid, the estimated annual grant exposure for the City would be approximately **\$45,000**. If half of the industrial building projects were eligible to receive the maximum grant amount proposed under the program, the estimated average annual exposure would be approximately **\$22,500**.

Similarly, if all projects were eligible and received the maximum scoring to receive a grant for 100% of development charges paid, this would result in an average annual exposure of approximately **\$300,000**. If only half of the projects met the criteria, the exposure would be approximately **\$150,000**.

Combining the exposure for both the Building Permit Fee Grant and Development Charge Grant, this would result in a total estimated annual exposure for the Industrial Stream CIP grants of approximately **\$175,000 - \$345,000**.

Historic data of annual average construction values was also reviewed between 2022 and 2025 to understand the relationship between the increase in potential tax assessment from development and the amount of building fee revenues collected. This comparison provides an indicator of a potential return on investment in increased assessment value and tax revenue for the City by providing grants to cover building permit fee costs.

The annual average construction value resulting from industrial permits (2022-2025) is approximately \$17,718,000. After comparing the annual construction value against the individual tax rate each year between 2022 and 2025, it is estimated that the average annual total tax revenue (including the County and Education portion of the tax assessment) for industrial projects is approximately \$681,000. When compared to the average building permits fees collected of \$91,000, this represents a multiplier of up to seven to eight times the amount building permit fees in increased tax assessment.

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**Table 1. Estimated Tax Revenue from Increased Construction Value - Industrial Occupied Tax Rate**

	2022	2023	2024	2025	Average
<b>Historic Construction Value</b>	\$40,601,368	\$15,244,967	\$1,860,000	\$13,166,331	\$17,718,167
<b>Tax Rate</b>	3.75%	3.84%	3.99%	4.12%	
<b>Estimated Tax Revenue</b>	\$1,524,024	\$584,743	\$74,166	\$542,010	\$681,236

## Tourism Stream – Budget Considerations

The Tourism Program Stream of the EDCIP includes a Tax Increment Grant and a Planning & Building Permit Fee Grant.

The Tax Increment Grant program provides successful applicants with an incremental tax grant for a period of up to five years based on the achievement of certain criteria. Based on initial consultation with City staff, the implementation of the Tax Increment Grant would be able to take place through the rebate of the post-project assess value for the City portion of the tax assessment increase. After the five-year period, the City will receive the full value of the property tax assessment increase.

Staff also commented that Planning Fee Grant would be able to take place through the waiving of fees. The estimated maximum amount of planning fees that could be waived per EDCIP application would be \$10,000, if a commercial project required an Official Plan Amendment, a Zoning By-law Amendment, and Site Plan Approval.

The proposed Building Permit Fee Grant would require that these fees be collected by the City with grant amounts paid back to applicants if approved for an incentive. This would require funds to be allocated for these grants through the City’s annual budget process.

As noted above, a review of historical commercial building permit and development charge fee data collected since 2022 was undertaken to determine commercial development activity within the City and provide a baseline for potential expectations of grant amounts and program uptake. Between 2022 and 2025, the City received a total of 23 industrial building permits and collected a total of \$161,000 in building permit fees. This equates to an annual average of 5.75 permits processed and approximately \$40,000 in building permit fees collected each year.

Assuming that all of the commercial building projects requiring permits were eligible for CIP incentives and all projects would have achieved the maximum scoring to receive a grant equal to the amount of 50% of building permit fees paid, the estimated annual grant

## Public Meeting #1 - June 22, 2026

exposure for the Tourism Stream CIP programs would be approximately **\$20,000**. If only half of the projects met the criteria, the exposure would be approximately **\$10,000**.

Historic data of annual average construction values was also reviewed between 2022 and 2025 to understand the relationship between the increase in potential tax assessment from development and the amount of building fee revenues collected. This comparison provides an indicator of a potential return on investment in increased assessment value and tax revenue for the City by providing grants to cover building permit fee costs.

The annual average construction value resulting from commercial permits (2022-2025) is approximately \$6,183,730. After comparing the annual construction value against the individual tax rate each year between 2022 and 2025, it is estimated that the average annual total tax revenue (including apportioned to the County and Education taxes) for industrial projects is approximately \$207,000. When compared to the average building permits fees collected of \$40,000, this represents a multiplier of up to five times the amount building permit fees in increased tax assessment.

**Table 2. Estimated Tax Revenue from Increased Construction Value - Commercial Occupied Tax Rate**

	2022	2023	2024	2025	Average
<b>Historic Construction Value</b>	\$2,650,000	\$ 5,758,000	\$4,770,000	\$11,556,921	\$6,183,730
<b>Tax Rate</b>	3.16%	3.23%	3.35%	3.45%	
<b>Estimated Tax Revenue</b>	\$83,833	\$185,909	\$159,763	\$398,944	\$ 207,112

### EDCIP Budget Recommendations

Based on the analysis of permit activity from data available from the City, it is recommended that an annual budget of **\$185,000 - \$365,000** be allocated each year for the funding of the EDCIP programs.

**Table 3. EDCIP – Recommended Budget**

	Industrial Stream	Tourism Stream	All Streams
<b>Lower Funding Level</b>	\$175,000	\$10,000	\$185,000
<b>Higher Funding Level</b>	\$345,000	\$20,000	\$365,000

This recommendation is based on considerations that only a portion of the industrial and commercial development would be potentially eligible for an EDCIP, while also taking into consideration a potential increase in industrial and commercial tourism development that

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may be incentivized through the EDCIP programs. This level of funding would also provide resources for larger-scale industrial or tourism-based businesses that may be attracted to locating in Sarnia which would generate higher grant amounts for building permit fees and Development Charge costs.

### Implementation of EDCIP Financial Incentives

To reduce the budgetary impact of the funding of EDCIP incentives, it is recommended that consideration be given to a phased approach for the implementation of grant programs.

**Year 1-2:** Since the implementation of Tax Increment Grant and Planning Fee Grants of both streams do not require funding to be set aside in reserve and allocated separately during the budget process, it is recommended that these programs be initiated first and the initiation of the remaining grant programs be deferred until Year 3.

As there are greater financial implications to the City for the provision of the Building Permit Fee and Development Charge Grants, it is recommended that the City strategically delay the offering of these incentives and create a reserve fund that can be used to build up additional funds to finance the implementation of these incentive programs. For each of the first two years, an amount between \$185,000 - \$365,000 is recommended to be allocated in the City's budget from the general levy for the future provision of the Building Permit Fee and Development Charge Grants.

**Year 3:** Once a reserve has been established, it is recommended that the Building Permit Fee Grant be made available. In Year 3, it is recommended that the City would continue to allocate an additional \$185,000 - \$365,000 towards the funding of the Building Permit Fee Grant. Any residential funds not used for EDCIP grants are recommended to be carried over into the following year.

**Year 4-5:** As the program with the greatest financial implications for the City's budget process, it is recommended that the Development Charges Grant be implemented at a later stage of the process with the continued allocation of \$185,000 - \$365,000 made towards the funding of all of the CIP incentive programs.

It is noted that funding of the implementation of EDCIP programs in later years can be altered based on the priorities of Council or the level of uptake in EDCIP applications. An increase in applications and new investment may result in consideration of additional funds being allocated. Additionally, annual budget allocations may change based on the amount of carryover of residual funds that are not used in Years 3-5 of the EDCIP.

### Recommended Program & Application Funding Caps

Where program stream caps are implemented, it is recommended that allocated funds be apportioned based on the proportion of potential exposure that each program stream has. Based on a review of historic fee data, the exposure of the Tourism Stream would

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represent approximately 6% of the total recommended funding for all programs. Since the potential exposure of the Industrial stream is significantly higher, it is recommended that a larger proportion of EDCIP funding be allocated to the industrial stream programs.

Based on a review of practices in other municipalities there are varying approaches to setting monetary funding caps for an individual application. Some municipalities do not include individual caps on CIP programs, while others implement caps ranging from \$250,000 to \$1.5 million. Considering the practices of other municipalities, as well as the recommended budget levels discussed above, it is recommended that the City implement a maximum funding cap of \$1 million per project. This funding cap may be altered by the City subject to the ultimate amount of funding that is allocated towards the EDCIP. It is noted that regardless of an application funding cap, the total amount of funding granted to a project cannot exceed the total eligible costs of said project.

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**COMMUNITY SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Adam MacDonald, General Manager of Community Services  
DATE: June 22, 2026  
SUBJECT: 700-718 Cathcart Boulevard - Official Plan Amendment No. 15 and Zoning By-law Amendment 01-2026

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**Recommendation**

It is recommended:

1. That Sarnia City Council approve Official Plan Amendment No. 15 to redesignate the subject lands from “Mixed Use Corridor I” to “Mixed Use Corridor II”; and
2. That Sarnia City Council adopts the By-law to implement Official Plan Amendment No. 15 and authorizes the Mayor and Clerk to sign the By-Law; and
3. That Sarnia City Council approve Zoning By-law Amendment 01-2026 to rezone the lands from Urban Residential 1 (UR1) and Urban Residential 5-19 (UR5-19) to a new site-specific Urban Residential 5-19 Zone; and
4. That Sarnia City Council adopt the By-law to implement Zoning By-law Amendment 01-2026 and authorizes the Mayor and Clerk to sign the By-law.

**Executive Summary**

The Corporation of the County of Lambton (the applicant) has submitted combined Official Plan (OPA No. 15) and Zoning By-law Amendment (ZBA No. 1-2026-85 of 2002) applications to permit the development of a four-storey, 94-unit apartment on the site of the former St. Bartholomew's Church. The application indicates the units will be rented at affordable rates. The subject lands already include Jubilee Gardens, an existing 42-unit, two-storey multiple-unit dwelling. The application proposes 79 parking spaces, based on a site-specific 0.58 parking space per unit for the combined 136 units.

Official Plan Amendment No. 15 proposes to redesignate the lands from

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Mixed-Use Corridor I to Mixed-Use Corridor II. The Mixed-Use Corridor II designation permits apartment dwellings in low- and mid-rise apartment or mixed-use buildings without the requirement for a minimum ground-floor to-ceiling height of 4.5m or a minimum of 50% non-residential uses on the ground floor required within the Mixed-Use Corridor I designation. This is a down designation of the lands, which would limit further development compared to the current Mixed-Use Corridor I designation.

Zoning By-law Amendment No. 1-2026-85 of 2002 has been submitted to establish site-specific regulations for setbacks and parking to support the development of the four-storey apartment dwelling and to recognize the existing Jubilee Gardens.

The proposed development will be located on the north side of Cathcart Boulevard, with access via an existing laneway. It is proposed to be serviced by municipal services.

The proposal was evaluated on all applicable land use planning policies and the context of Zoning By-law 85 of 2002, as amended.

Having reviewed the proposed amendments within the context and policies of the Provincial Planning Statement, the County of Lambton Official Plan, and the City of Sarnia Official Plan, staff recommends approval of these applications, as the proposal would be consistent with the Provincial Planning Statement, 2024, the County of Lambton Official Plan, the City of Sarnia Official Plan, would be an efficient and appropriate use of land on full municipal services and constitutes good land-use planning practices.

### Background

On February 19<sup>th</sup>, 2026, B.M. Ross & Associates Ltd. submitted combined Official Plan and Zoning By-law Amendment applications on behalf of the Corporation of the County of Lambton for the development of a 94-unit, four-storey apartment building. The applications were deemed complete on March 17, 2026.

<b>Official Plan Amendment</b>	No. 15-2026
<b>Zoning By-law Amendment</b>	1-2026-85 of 2002
<b>Owner:</b>	The Corporation of the County of Lambton
<b>Applicant:</b>	The Corporation of the County of Lambton
<b>Agent:</b>	B.M. Ross & Associates Limited c/o Jordan Fohkens
<b>Location:</b>	700 – 718 Cathcart Boulevard
<b>Area of Lands:</b>	13,551.6m <sup>2</sup>

## Public Meeting #2 - June 22, 2026

<b>Roads:</b>	Cathcart Boulevard – City Collector Street
<b>Statutory Public Meeting:</b>	June 22, 2026

### Proposal

The applications propose to redesignate the lands in the City's Official Plan from Mixed Use Corridor I to Mixed Use Corridor II and rezoning the lands to a new Urban Residential 5-19 (UR5-19) site-specific zone for the development of a new four-storey, 94-unit apartment building and to recognize the existing 42-unit Jubilee Gardens multiple dwelling.

The proposed development includes a four-storey apartment dwelling containing ninety-four (94) affordable apartment dwelling units and associated parking that would be shared with Jubilee Gardens. The proposal includes 79 parking stalls (0.58 spaces per unit) on grade for the combined 136 residential units on the subject lands, including four (4) barrier-free parking spaces. The proposed apartment dwelling would be located along Cathcart Boulevard, have an approximate lot coverage of 1,731m<sup>2</sup>, and be designed to reflect the existing Jubilee Gardens. The design is intended to frame the street and prioritize screening the proposed parking area from Cathcart Boulevard and the adjacent residential lots. Amenity space at the rear of the site, including gardens and a barbecue, as well as landscaped planting strips measuring 9.0m along Cathcart Boulevard and 8.0m along the east lot line, is proposed.

The following studies and plans were provided in support of the proposal:

- A Planning Justification Report
- Parking and Transportation Impact Study
- Functional Servicing Report
- Geotechnical Report
- Conceptual Site Plans
- Conceptual Floor Plans
- Architectural Elevations

All supporting materials are available on [Speak Up Sarnia](#) for review.

### Site and Surrounding Area

The subject lands are located on the north side of Cathcart Boulevard, east of Colborne Road and west of Kim Street in a built-up area. Commercial uses are directly to the west and south, with low-density residential to the north, east and south.

The subject lands currently contain Jubilee Gardens, a two-storey multiple-unit dwelling with 42 dwelling units and 11 parking stalls and were formerly the site

## Public Meeting #2 - June 22, 2026

of St. Bartholomew's Anglican Church. A combination of convenience retail, medical offices/clinics (dental offices), restaurants, and office uses are located in an existing commercial plaza directly to the west of the site, and a variety of commercial uses, including a pharmacy, commercial retail, commercial recreation establishment and a grocery store are located directly to the south across Cathcart Boulevard. The lands directly to the east and north of the subject lands contain existing, single detached dwellings.

The surrounding land uses are:

Direction	Existing Use	Existing Zoning
North	low-density residential high-density residential	UR1 UR5-19
East	Low-density residential	UR1
South	low-density residential various services and commercial uses	UR1 COC1-2 COC1-10
West	service commercial/retail plaza & restaurants medical offices/clinics	COC1-2

### History

The subject lands comprise two pieces of residentially zoned land that contain the Jubilee Gardens multiple dwelling (700 Cathcart Boulevard, zoned Urban Residential 5-19) and a vacant lot formerly the site of St. Bartholomew's Anglican Church (718 Cathcart Boulevard, zoned Urban Residential 1). Jubilee Garden has functioned as a two-storey apartment dwelling containing 42 units developed as "Senior Citizen Apartment Dwellings", with 11 parking spaces provided since April 1975.

The lands at 718 Cathcart formerly contained St. Bartholomew's Anglican Church, which was built in 1957 and demolished in 2025. A manse that served the former Church site is located on the subject property and is addressed as 722 Cathcart Boulevard. This property is not proposed to be part of the requested amendments to the Zoning By-law and Official Plan.

The site was purchased by the County of Lambton in April of 2025 and has merged with the adjacent County-owned lands at 700 Cathcart Boulevard. These lands are municipally addressed as 700 – 718 Cathcart Boulevard, and legally described as Front Concession Part Lot 63, Parts 1 to 3 on Plan 25R8542 and Parts 1 and 3 on Plan 25R1595. The lands have 95.4m of frontage along Cathcart Boulevard, a depth of 130.4m, and a lot area of 13,551.6m<sup>2</sup>.

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## POLICY FRAMEWORK

### Provincial Policy Statement

The Provincial Planning Statement, 2024 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Decisions made by approval authorities shall be consistent with the policies set out in the PPS. The PPS, 2024, includes policy guidance on housing and residential intensification in settlement areas, which are matters of provincial interest. These include:

Policy 2.1.6 – Planning authorities should support the achievement of complete communities by:

- a) Accommodating an appropriate range and mix of land uses, housing options, transportation options with multimodal access, employment, public service facilities and other institutional uses (including schools and associated childcare facilities, long-term care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs;
- b) Improving accessibility for people of all ages and abilities by addressing land use barriers which restrict their full participation in society; and
- c) Improving social equity and overall quality of life for people of all ages, abilities, and incomes, including equity-deserving groups.

Section 2.2 of the PPS includes policies regarding housing, and identifies that in order for planning authorities to provide for an appropriate range and mix of housing options to meet the needs of current and future residents that all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites, as well as the development and introduction of new housing options within previously developed areas resulting in a net increase in residential units shall be considered.

Section 2.3 of the PPS provides policies for Settlement Areas, including that Settlement Areas shall be the focus of growth and development, and that growth should, where applicable, be directed to Strategic Growth Areas, including major transit station areas.

Additionally, Policy 2.3.1.3 states that planning authorities shall support general intensification and redevelopment to achieve complete communities, including planning for a range and mix of housing options and prioritizing planning and investment in necessary infrastructure and public service facilities within built-up areas, based on local conditions.

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Section 2.4 of the PPS contains those policies and directions for planning within Strategic Growth Areas, where planning authorities are encouraged to focus growth and development. Policy 2.4.1.2 states that to support the achievement of complete communities, a range and mix of housing options, intensification and mixed-use development should be planned:

- a) To accommodate significant population and employment growth;
- b) As focal areas for education, commercial, recreational, and cultural uses;
- c) To accommodate and support the transit network and provide connection points for inter- and intra-regional transit; and
- d) To support affordable, accessible, and equitable housing.

Policy 2.4.1.3 of the PPS states that planning authorities should prioritize Strategic Growth Areas for development and intensification to support the achievement of complete communities and a compact built form.

It is the opinion of staff that the proposal to develop an apartment dwelling containing 94 proposed apartment dwelling units located in a Strategic Growth Area within the City of Sarnia, which is proposed to be developed as affordable units, and which introduces an increase in residential units within the built-up area, is consistent with, and in maintaining the policies and direction of the PPS, 2024.

Further analysis is provided in **Attachment 9** of this report.

### **County of Lambton Official Plan (CLOP)**

The County of Lambton Official Plan provides a regional framework for managing growth and is intended to assist in providing planning advisory services to local municipalities and guide the preparation of local Official Plans. It is a long-range management plan which outlines the County's policies on broad settlement and resource management issues. The CLOP provides a policy framework for developing local planning policies, which are necessary to recognize the common and unique circumstances of local municipalities. This plan, as with local planning documents and decisions, must be consistent with the Provincial Planning Statement.

The subject lands as part of these applications are designated in Map 1 as being an Urban Centre in the County of Lambton Official Plan, which permits a range of residential and commercial uses and is where the majority of growth is directed in order to minimize land consumption and growth pressure on non-serviced and agricultural areas (Chapter 3).

## Public Meeting #2 - June 22, 2026

The Plan recognizes that Urban Centers contain a wide variety of residential, institutional, commercial, and industrial land uses, as well as cultural nodes, including major public service facilities and major employers. Development within Urban Centres will occur on full municipal services.

Section 2 of the County of Lambton Official Plan contains policies specific to Housing within the County. One of the Plan's primary objectives is to foster an active and healthy housing market that meets the varied needs of Lambton County residents (Section 2.3). Section 2.3 of the CLOP encourages local municipalities to include provisions that allow for a range and mix of housing forms, types, sizes and tenures to meet local and County housing needs, including the adequate supply, production and affordability of housing. The CLOP directs that development projects be located to have access to community services and facilities, including public transit where available, and to be in proximity to downtown hubs and cultural nodes where possible.

The Plan further encourages municipalities to facilitate this infill development and housing intensification through several techniques, including introducing accessory dwelling units, encouraging responsible land-use management by directing development to fully serviced areas, directing housing and infill projects to vacant lots, and promoting higher densities in new developments.

Staff is of the opinion that the proposal conforms with the County of Lambton Official Plan in facilitating housing intensification through infill development on vacant lots, providing a new form of housing type to an existing residential area, with access to municipal infrastructure, commercial and service uses, and is in close proximity to existing transit stops along Cathcart Boulevard and Colborne Road providing access to downtown and other areas of the City.

Further analysis is provided in **Attachment 9** of this report.

### **City of Sarnia Official Plan (CSOP)**

#### GENERAL OVERVIEW

Further building on the County Official Plan policies, the City's Official Plan is the primary tool for implementing long-range Provincial, County, and City-wide land-use policy. The City of Sarnia Official Plan policies provide more detailed guidance that reflects local circumstances by directing development to more appropriate locations. The Plan sets out objectives for Sarnia as a Successful City and emphasizes that, for Sarnia, its reputation as a Successful City depends on being a desirable place to live, work, play, and invest. All planning and development decisions in the City of Sarnia shall conform to all relevant Provincial and County of Lambton policies and be consistent with the Provincial

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Planning Statement.

### SUCCESSFUL CITY POLICIES

The Successful City Objective within Section 3 of the Official Plan recognizes that for Sarnia to thrive as a Successful City, policies for a complete community are needed. The principle of a Complete Community requires that the City be able to meet people's needs for daily living throughout their entire lifetime by providing convenient access to an appropriate mix of jobs, local services, a full range of housing, public service facilities, and a robust parks and open space system. Access to transit, both public and active transportation, is crucial to a Complete Community.

Sarnia is a complete community and the primary urban and service centre within the broader Lambton County community. The policies of the Official Plan with respect to achieving the principles of a complete community rely on the idea that the City can provide opportunities for a complete mix and range of land uses and services, with equitable access for the entire population, regardless of ethnicity, physical ability, income level, age, gender, cultural background, or religion.

Affordable Housing is included in the policies described in Section 3.2 of the Official Plan, which sets out the objectives for establishing and maintaining a complete community. It is expected that the City will promote the supply of new affordable housing in a variety of locations, built forms and tenures throughout the City. Over the horizon of the Official Plan, to the year 2046, the City's established target for new dwelling units to be affordable is 30%. Planning strategies to reach this target for affordable housing units include promoting higher-density housing forms, encouraging the development of smaller units, and including affordable housing within subdivision development.

Strategies to be considered by the City to incentivize affordable housing include working with other levels of government to make land available to providers of affordable housing at a lower cost; informing the development community about government grants that encourage the creation of affordable units; reducing parking requirements and parkland dedication requirements for projects that supply affordable housing units; and carrying out the [Affordable Housing Community Improvement Plan](#) to provide financial incentive programs to qualifying projects, including Tax Grants to encourage the redevelopment of vacant or under-utilized sites for affordable housing where an increase in the assessed value and taxes of the property is involved, reduced Planning Application Fees, and a reduction of required parking standards for low, mid and high-rise built forms that provide

## Public Meeting #2 - June 22, 2026

affordable units to 0.75 spaces per unit.

Section 4.3 of the City of Sarnia Official Plan contains policies regarding Accommodating Projected Growth in Sarnia. The plan identifies that a minimum of 45% of all new residential development within the City be designated as intensification and occur within the Built-Up Area of the City on an annual basis until 2046. Growth is to occur through a combination of intensification within the Built-Up Area, primarily accommodated within the Existing Strategic Growth Areas.

The subject lands are identified within Schedule 1 – City Structure Plan as being located within a Strategic Growth Area. Strategic Growth Areas are expected to intensify over time and include a mix of residential, retail, commercial and office uses. Strategic Growth Areas are to be the focus for intensification and should include a mix of uses within buildings, on individual development blocks, and within each Land Use Designation. Intensification opportunities in the form of high-density and mixed-use developments are intended for these areas and are expected to support an enhanced transit system. Land Use Designations included within the Strategic Growth Areas of Sarnia include:

- a) The Downtown Core Designation
- b) The Mixed-Use Corridor I Designation; and
- c) The Mixed-Use Corridor II Designation.

The subject lands are designated Mixed-Use Corridor I in Schedule 2 – Land Use Plan. As outlined above, this is a Strategic Growth Area identified in the City of Sarnia Official Plan. As described under the policies for a complete community within these areas, the objective is to promote the development of a full range and mix of housing types and tenures.

### MIXED-USE CORRIDOR I DESIGNATION

The official plan envisions the Mixed-Use Corridor I designations as the City's connective spines, intended to be developed as mixed-use, transit-supportive corridors that support the development of Mid-Rise to High-Rise mixed-use buildings. These include opportunities for retail, commercial services, and restaurants, as well as a full range of residential, office, recreational, cultural, entertainment, and community uses and facilities. The lands within the Mixed-Use Corridor I designation are intended to strengthen existing and future transit routes and to be connected to the Active Transportation Network.

Specifically, the official plan recognizes “Mixed-Use Corridor I” areas as those comprising a broad range of commercial, residential and institutional uses, in single- or mixed-use buildings, as well as parks, open spaces and utilities.

## Public Meeting #2 - June 22, 2026

The Mixed-Use Corridor I Designation permits mid-rise and high-rise residential apartments. Mid-rise is defined in Section 5.1.5.2 of the Plan as a minimum of 3 storeys and a maximum of 6 storeys, or 22 metres, whichever is less. High-rise built form is that which exceeds 6 storeys and may be up to 12 storeys or 45 metres, whichever is less.

The proposed apartment dwelling would be considered a mid-rise building, a permitted built form. However, specific development policies in Section 5.3.2.3 of the Plan regarding the Mixed-Use Corridor I designation are not met by the proposal. These are:

- a) All development shall incorporate a minimum floor-to-ceiling height of the ground floor of 4.25 m (13.9 ft);
- b) Where residential development is proposed, it is a requirement of the official plan that all buildings include a minimum of 50 percent of the at-grade gross floor area for active, non-residential land uses, to the satisfaction of the City.

For these reasons, an amendment to the City of Sarnia Official Plan has been submitted to redesignate the property from 'Mixed-Use Corridor I' to 'Mixed-Use Corridor II'.

Further analysis is provided in **Attachment 9** of this report.

### Zoning

The Zoning By-law (85 of 2002, as amended) implements the Official Plan and regulates development at the site level. As noted earlier, the merged property is currently split-zoned Urban Residential 1 (UR1) – 718 Cathcart Boulevard and Urban Residential 5-19 (UR5-19) – 700 Cathcart Boulevard.

The UR1 zone permits all uses set out in Section 7.1, including single detached dwellings, places of worship, schools, group homes, and accessory uses and buildings. Because apartment dwellings are not permitted in the UR1 zone, an amendment has been submitted to establish a site-specific UR5 zone.

The UR5-19 zone is a site-specific zone which permits higher-density forms of residential development established at the time of Jubilee Gardens development and includes Senior Citizen Apartment Dwellings and their accessory buildings and uses. Under the current Zoning By-law definitions, the Jubilee Gardens would be considered a Multiple Dwelling as it does not exceed two storeys in height. A request has been submitted to replace the existing UR5-19 zone with a new UR5-19 site-specific zone to recognize the existing Jubilee Gardens and to implement the proposed apartment dwelling.

## Public Meeting #2 - June 22, 2026

Zoning By-Law 85 of 2002, as amended, zones apartment dwelling uses under the "Urban Residential 5 (UR5) Zone". Staff have evaluated the proposal against the permitted uses and required provisions of the "Urban Residential 5 (UR5) Zone", which is the most appropriate zone category for the proposed development. While apartment dwelling uses are permitted under the "Urban Residential 5 (UR5) Zone", amendments are required to address the zone's specific performance standards to facilitate the construction of the apartment dwelling.

The requested site-specific amendments include:

- a) Reductions in the minimum lot area requirement per dwelling unit to 100m<sup>2</sup> per dwelling unit, whereas Section 11.2.1 of the Zoning By-law requires that a minimum lot area of 650m<sup>2</sup> for the first 3 units, plus 100m<sup>2</sup> for each additional unit, be provided;
- b) Recognizing side yard setback of 4.5m for Jubilee Gardens (Multiple Dwellings) and to permit a minimum side yard setback of 8.0m for the proposed apartment dwelling, whereas Section 11.2.1 of the Zoning By-law requires a minimum side yard setback of 5.0m;
- c) Recognizing the rear yard depth of 7.0m for Jubilee Gardens (Multiple Dwellings) and to permit a minimum rear yard depth of 14.0m for the proposed apartment dwelling, whereas Section 11.2.1 of the Zoning By-law requires that 7.5m is provided;
- d) A reduced parking rate of 0.58 parking spaces (79 total parking spaces) per dwelling unit, whereas Section 3.37(2) of the Zoning By-law specifies that for residential uses, including apartment dwellings, a minimum of 1.5 parking spaces per unit be provided (141 total parking spaces);
- e) To set a maximum height of 14.0m for the proposed four-storey apartment dwelling, whereas Section 11.2.1 specifies that the maximum permitted height for an apartment dwelling is 45.0m.

The proposed site-specific regulations would provide relief from the following provisions of the Zoning By-law with respect to apartment dwellings in the Urban Residential 5 (UR5) zone:

- a) Permit a minimum lot area of 13,551.6m<sup>2</sup> for 136 apartment dwelling units, whereas the provisions of the Zoning By-law would require a minimum lot area of 13,950m<sup>2</sup> for 136 apartment dwelling units.
- b) To permit a parking ratio of 0.58 spaces per unit, whereas a minimum of 1.5 parking spaces per unit is required for apartment dwellings under Section 3.37(2).

## Public Meeting #2 - June 22, 2026

The proposed side and rear yard setbacks for the apartment dwelling exceed those required under Section 11.2.1 of the Zoning By-law for apartment dwellings in the Urban Residential 5 zone; accordingly, all other regulations would be in accordance with the UR5 zone.

Further analysis is provided in **Attachment 9** of this report.

### **Municipal Plan Review**

The Planning Section of the City's Community Services Division also comments on behalf of the Ministries of Agriculture, Food & Rural Affairs; Environment Conservation and Parks; Municipal Affairs and Housing; Natural Resources and Forestry; and Transportation, because it is the City's responsibility to consider provincial interests in the review of land use planning applications.

Staff have reviewed this application, taking into account the mandates of the provincial ministries. No issues or concerns have been identified.

### **Proposed Zoning Change**

The applicant is proposing to rezone the lands at 700 – 718 Cathcart Boulevard to a site-specific Urban Residential 5-19 (UR5-19) zone, which would include site-specific regulations for the development of a four-storey apartment dwelling containing ninety-four (94) proposed affordable apartment units.

The requested amendments to Section 11.3.19 of the Zoning By-law are as follows:

#### **11.3.19 UR5-19 (Zoning Map Part 3)**

##### **11.3.19.1 Permitted Uses**

- (1) Accessory uses and buildings.
- (2) Apartment Dwellings.
- (3) Multiple dwellings.

##### **11.3.19.2 Site Zone Regulations**

- |     |                             |                                       |
|-----|-----------------------------|---------------------------------------|
| (1) | Lot Area (minimum)          | 100m <sup>2</sup> per dwelling unit   |
| (2) | Side Yard Width (minimum)   |                                       |
|     | Existing Multiple Dwellings | 4.5m                                  |
|     | Apartment Dwellings         | 8.0m                                  |
| (3) | Rear Yard Depth (minimum)   |                                       |
|     | Existing Multiple Dwellings | 7.0m                                  |
|     | Apartment Dwellings         | 14.0m                                 |
| (4) | Parking (minimum)           | 0.58 parking spaces per dwelling unit |
| (5) | Height (maximum)            | 14.0m                                 |

## Public Meeting #2 - June 22, 2026

### (6) All Other Regulations as set out in Section 11.2.1

Staff support the request, as it would provide the surrounding community with additional housing options, use an otherwise vacant piece of developable land within the City, and support infill development with full municipal services.

Further analysis is provided in **Attachment 9** of this report.

### **Implementation**

If the requested amendment applications are approved, site plan approval will be required to implement the proposal.

Site plan approval will address matters relating to servicing, landscaping, firefighting and emergency response design requirements.

### CONCLUSION

Staff are of the opinion that the proposal is consistent with the policies found within the PPS, 2024; the County of Lambton Official Plan; and the City of Sarnia Official Plan, which support the intensification of the vacant lands located within an Urban Centre as defined by the County of Lambton Official Plan, within a Strategic Growth Area as identified within the City of Sarnia Official Plan, and within the Mixed-use Corridor II designation as outlined within the City of Sarnia Official Plan.

The proposal contributes to the City's stock of affordable housing and supports the City's intensification target of 45% within the built-up area over the Official Plan horizon.

Staff recommend approval of these applications.

### **Consultation**

The proposal was circulated to all applicable City Departments and outside agencies for their review and comment. That feedback has been used to evaluate the proposal and form the recommendation within this report for Council's consideration. All correspondence is included in Attachment 10. No objections were received from these departments and agencies to the proposed amendments.

In accordance with the requirements for providing notice under the *Planning Act, R.S.O. 1990*, a combined Notice of Complete Application and Public Meeting was mailed to all landowners within 120m (397 ft.) of the subject lands on March 18<sup>th</sup>, 2026. Notification was placed in the Civic Corner of the Sarnia Observer on March 21<sup>st</sup>, 2026, and a billboard-type Notice Sign was erected on the property on March 26<sup>th</sup>, 2026. No written comments from the public

## Public Meeting #2 - June 22, 2026

were received as of the date of drafting of this report.

### Financial Implications

None.

Reviewed by:

Adam MacDonald  
General Manager of Community  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Stephen Bradshaw, Planner I and reviewed by Eric Hyatt, Manager of Planning and Development Services.

Attachments:

- Attachment 1 – Area Map
- Attachment 2 – Land Use Designation Map
- Attachment 3 – Existing Zoning Map
- Attachment 4 – Zoning Context Map
- Attachment 5 – Circulation Map
- Attachment 6 – Community Facilities Map
- Attachment 7 – Conceptual Site Plan
- Attachment 8 – Conceptual Rendering
- Attachment 9 – Policy Review/Analysis
- Attachment 10 – Department/Agency Comments

# Public Meeting #2 - June 22, 2026

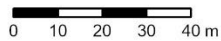
## Attachment 1 – Area Map

### OFFICIAL PLAN AMENDMENT NO. # 15 ZONING AMENDMENT APPLICATION 01-2026-85 of 2002

700 - 718 Cathcart Blvd



#### AREA CONTEXT MAP



 Subject Lands

SOURCE:  
COUNTY OF LAMBTON, 2024  
CITY OF SARNIA, 2024

PREPARED BY:  
CITY OF SARNIA CSD DEPARTMENT  
MAY 2026

# Public Meeting #2 - June 22, 2026

## Attachment 2 – Land Use Designation Map



 **SUBJECT LANDS**

PREPARED BY:  
CITY OF SARNIA CSD DEPARTMENT  
MAY 2026

SOURCE:  
COUNTY OF LAMBTON, 2024  
CITY OF SARNIA, 2024

0 12.5 25 50 m



### EXISTING LAND USE DESIGNATION

 EXISTING NEIGHBOURHOOD

 MIXED-USE CORRIDOR I

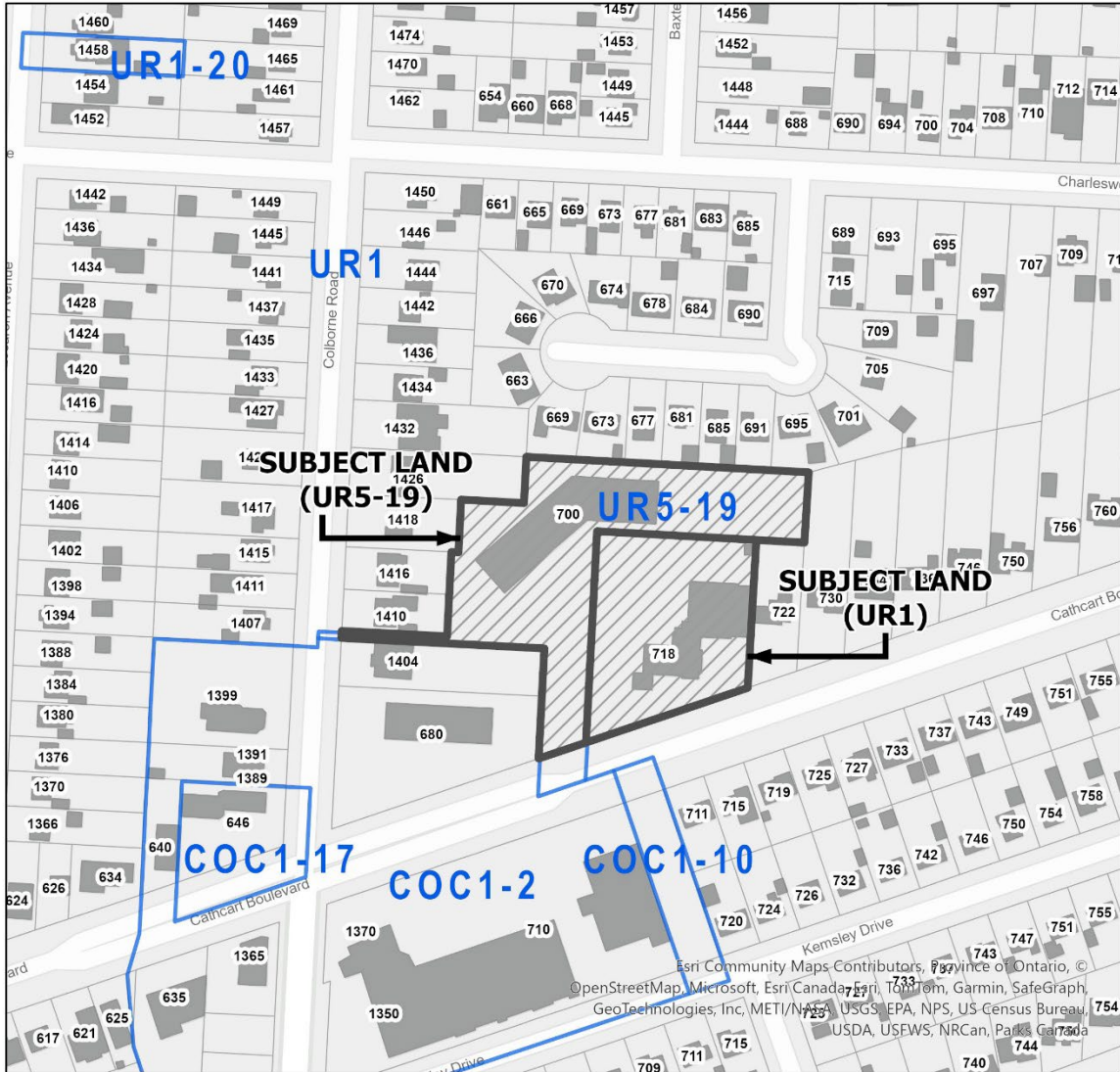
 MIXED-USE CORRIDOR II

# Public Meeting #2 - June 22, 2026

## Attachment 3 – Existing Zoning Map

### ZONING AMENDMENT APPLICATION 01-2026-85 of 2002

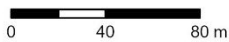
700 - 718 Cathcart Blvd



- Zoning
- Subject Lands

PREPARED BY:  
CITY OF SARNIA CSD DEPARTMENT  
MAY 2026

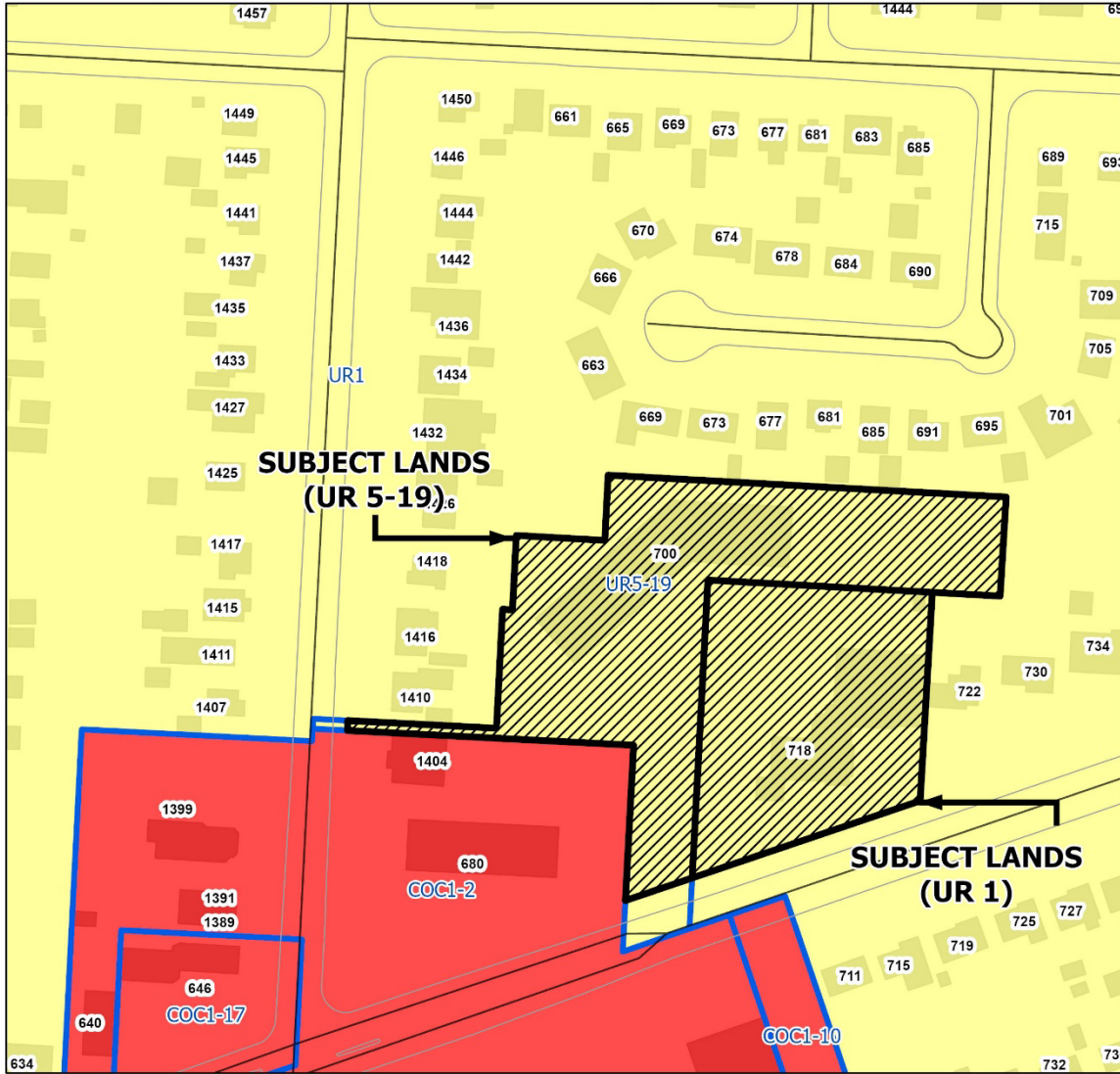
SOURCE:  
COUNTY OF LAMBTON, 2024  
CITY OF SARNIA, 2024



# Public Meeting #2 - June 22, 2026

## Attachment 4 – Zoning Context Map

**OFFICIAL PLAN AMENDMENT NO # 15**  
**ZONING AMENDMENT APPLICATION #1-2026-85 of 2002**  
**700 - 718 Cathcart Blvd**






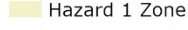
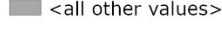
 SUBJECT LANDS

 NATURAL HAZARDS

 Zoning

**ZONING CATEGORIES**

-  RESIDENTIAL
-  COMMERCIAL
-  OPEN SPACE
-  INDUSTRIAL

-  RURAL
-  INSTITUTIONAL
-  OTHER
-  Hazard 1 Zone
-  <all other values>

PREPARED BY:  
 CITY OF SARNIA CSD DEPARTMENT  
 MAY 2026

SOURCE:  
 COUNTY OF LAMBTON, 2024  
 CITY OF SARNIA, 2024

0 30 60 m

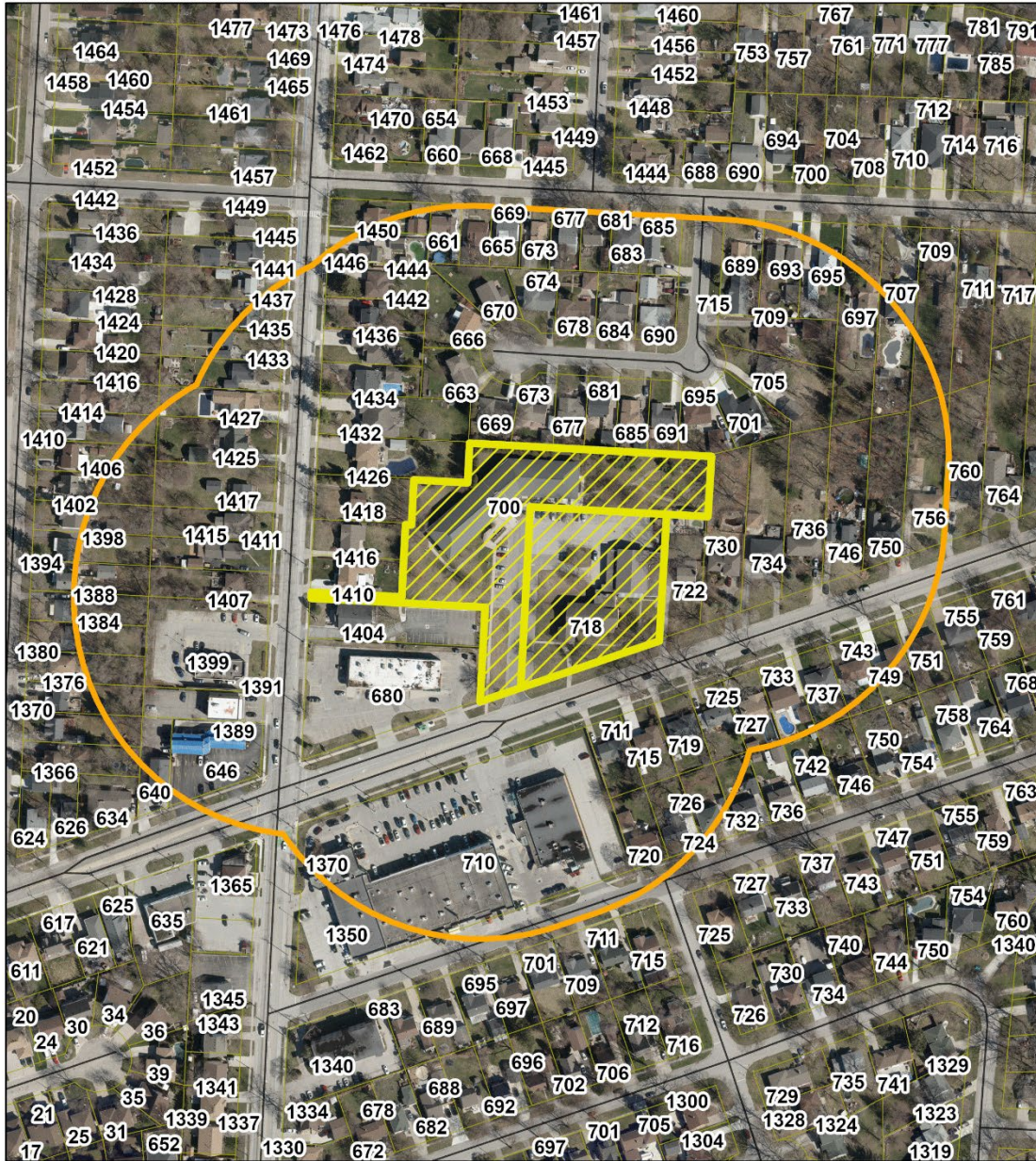


# Public Meeting #2 - June 22, 2026

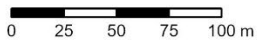
## Attachment 5 – Circulation Map

### OFFICIAL PLAN AMENDMENT NO. # 15 ZONING AMENDMENT APPLICATION #1-2026-85 of 2002

700 - 718 Cathcart Blvd



 Notification\_Area       SubjectLands



SOURCE:  
COUNTY OF LAMBTON, 2024  
CITY OF SARNIA, 2024

PREPARED BY:  
CITY OF SARNIA CSD DEPARTMENT  
MARCH 2026

# Public Meeting #2 - June 22, 2026

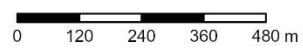
## Attachment 6 – Community Facilities Map

**OFFICIAL PLAN AMENDMENT NO # 15  
REZONING APPLICATION 01-2026-85 of 2002  
700-718 Cathcart Blvd  
Community Facilities**



### Legend

- |               |                          |                       |
|---------------|--------------------------|-----------------------|
| Subject Lands | Bus Routes               | Mixed-Use Corridor I  |
| 400m Buffer   | Parks                    | Mixed-Use Corridor II |
| 800m Buffer   | Environmental Protection | Open Space            |
| Schools       | Existing Neighbourhood   | Point Edward          |
| Bus Stops     |                          |                       |

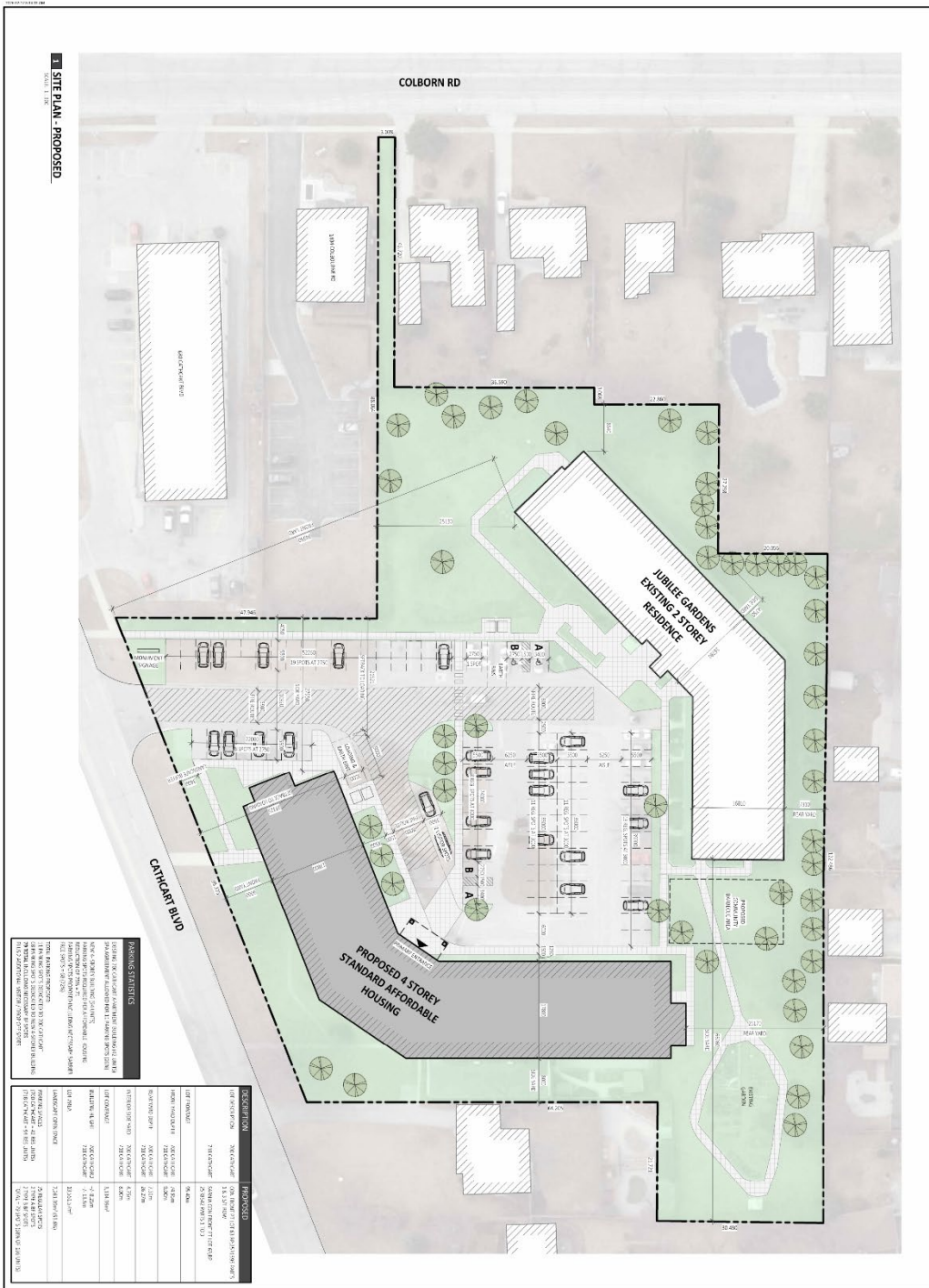


SOURCE:  
COUNTY OF LAMBTON, 2024  
CITY OF SARNIA, 2025

PREPARED BY:  
CITY OF SARNIA CSD DEPARTMENT  
MAY 2026

# Public Meeting #2 - June 22, 2026

## Attachment 7 – Conceptual Site Plan



**1 SITE PLAN - PROPOSED**

**PROPOSED 4-STOREY STANDARD AFFORDABLE HOUSING**

PROPOSED 4-STOREY STANDARD AFFORDABLE HOUSING. THIS BUILDING IS PROPOSED TO BE CONSTRUCTED ON THE SOUTH-EAST CORNER OF THE SITE. THE BUILDING IS PROPOSED TO BE 4 STOREYS HIGH AND WILL PROVIDE 24 UNITS. THE BUILDING IS PROPOSED TO BE CONSTRUCTED ON THE SOUTH-EAST CORNER OF THE SITE. THE BUILDING IS PROPOSED TO BE 4 STOREYS HIGH AND WILL PROVIDE 24 UNITS.

DESCRIPTION	PROPOSED
AREA OF DEVELOPMENT	200.00 SQ. METERS (2,322.77 SQ. FEET)
TOTAL DEVELOPMENT AREA	200.00 SQ. METERS (2,322.77 SQ. FEET)
AREA OF EXISTING DEVELOPMENT	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PROPOSED DEVELOPMENT	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF OPEN SPACE	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PARKING	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF LANDSCAPING	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF UTILITIES	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF ACCESSIBLE PATHWAYS	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC UTILITIES	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC SERVICES	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC SAFETY	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC AMENITIES	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC TRANSPORTATION	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC INFRASTRUCTURE	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC SERVICES	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC SAFETY	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC AMENITIES	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC TRANSPORTATION	100.00 SQ. METERS (1,161.39 SQ. FEET)
AREA OF PUBLIC INFRASTRUCTURE	100.00 SQ. METERS (1,161.39 SQ. FEET)

25035 | A2



**RE-ZONING**

RE-ZONING FROM R-10 TO R-10-A.

**SITE ANALYSIS - PROPOSED**

**AFFORDABLE HOUSING APARTMENT**

707 THE CENTENNIAL REDEVELOPMENT, SHELVA FOR COUNTY OF LAMBTON

**PRELIMINARY - NOT FOR CONSTRUCTION**



# Public Meeting #2 - June 22, 2026

## Attachment 8 – Conceptual Renderings

**AFFORDABLE HOUSING APARTMENT**  
700-718 CATHCART BOULEVARD, SARINIA ON.  
COUNTY OF LAMBTON



- 100% COMPLETE
- 90% COMPLETE
- 75% COMPLETE
- 50% COMPLETE
- 25% COMPLETE
- CONCEPTUAL DESIGN
- PRELIMINARY DESIGN
- SCHEMATIC DESIGN
- PRELIMINARY ENGINEERING
- FINAL ENGINEERING
- PERMITTING
- CONSTRUCTION ADMINISTRATION
- POST-OCCUPANCY

25035

PRELIMINARY DESIGN

# Public Meeting #2 - June 22, 2026



PRELIMINARY ISOMETRIC VIEW 1



PRELIMINARY ISOMETRIC VIEW 2



PRELIMINARY ISOMETRIC VIEW 3



PRELIMINARY ISOMETRIC VIEW 4



PRELIMINARY - NOT FOR CONSTRUCTION

**PROJECT:**  
 AFFORDABLE HOUSING  
 APARTMENT  
 702-718 SCHWARTZ HOLLOW PARK, SUITE 100  
 COUNTY OF LAMBERTON  
**DATE:** 05/20/24  
**SCALE:** 1/8" = 1'-0"  
**DESIGNER:**  
 PRELIMINARY DESIGN  
 SHEET # 4  
  
 25035 | A10

**Attachment 9 – Policy Review/Analysis**

<b>Policy</b>	<b>Remarks</b>	
<b>PROVINCIAL PLANNING STATEMENT, 2024</b>		
<p>2.1 6) a), 2.2 (1) b) 1), 2) c), d)</p>	<p>Planning authorities should support the achievement of complete communities by:</p> <ul style="list-style-type: none"> <li>• Accommodating an appropriate range and mix of land uses, housing options, transportation options with multimodal access, employment, public service facilities and other institutional uses (including schools and associated childcare facilities, long term care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs.</li> </ul> <p>Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the regional market area by:</p>	<p>The proposed apartment dwelling would be four storeys in height and contain 94 units intended to be affordable to rent. The lands are located within an identified Strategic Growth Area within the City of Sarnia.</p> <p>The proposed rental units will contribute to the range of housing options available in the City, while also introducing new housing options within the immediate area and increasing the overall stock of residential units within the existing built-up area.</p> <p>The proposed development would represent a form of residential intensification within a previously developed area, making efficient use of municipal land that is serviced and in close proximity to both active transportation options and municipal transit routes including Route 68A, 68P (North-end Express AM/PM), and Route 7, which connects to Northgate Plaza along Exmouth Street, a location that is identified as one of three main Sarnia Transit bus terminals.</p>

Policy	Remarks
<p>Permitting and facilitating:</p> <ul style="list-style-type: none"><li>• all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including additional needs housing and needs arising from demographic changes and employment opportunities; and</li><li>• all types of residential intensification, including the development and redevelopment of underutilized commercial and institutional sites (e.g., shopping malls and plazas) for residential use, development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units in accordance with policy 2.3.1.3;</li><li>• promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation; and</li></ul>	

Policy	Remarks
<ul style="list-style-type: none"> <li>requiring transit-supportive development and prioritizing intensification, including potential air rights development, in proximity to transit, including corridors and stations.</li> </ul>	
<p>2.3.1 1), 2)</p> <p>Settlement areas shall be the focus of growth and development.</p> <p>Land use patterns within settlement areas should be based on densities and a mix of land uses which:</p> <ul style="list-style-type: none"> <li>a) efficiently use land and resources;</li> <li>b) optimize existing and planned infrastructure and public service facilities;</li> <li>c) support active transportation;</li> <li>d) are transit-supportive, as appropriate; and</li> <li>e) are freight-supportive.</li> </ul> <p>Planning authorities shall support general intensification and redevelopment to support the achievement of complete communities, including by planning for a range and mix of housing options and prioritizing planning and</p>	<p>The proposed development will be located in the Sania Settlement Area.</p> <p>The proposed development represents intensification within a mixed-use area comprising employment, commercial, institutional, office, open space and other residential uses.</p> <p>It will allow for the optimization of the use of existing municipal infrastructure and vacant serviced land. It supports active transportation through the site's proximity to bike lanes and trails, including Canatara Park, and helps achieve complete communities by providing additional housing options in the area.</p>

Policy	Remarks
<p>investment in the necessary infrastructure and public service facilities.</p>	
<p>2.4.1 1), 2), 3)</p> <p>Planning authorities are encouraged to identify and focus growth and development in strategic growth areas.</p> <p>To support the achievement of complete communities, a range and mix of housing options, intensification and more mixed-use development, strategic growth areas should be planned:</p> <ul style="list-style-type: none"> <li>a) to accommodate significant population and employment growth;</li> <li>b) as focal areas for education, commercial, recreational, and cultural uses;</li> <li>c) to accommodate and support the transit network and provide connection points for inter-and intra-regional transit;</li> <li>d) to support affordable, accessible, and equitable housing.</li> </ul>	<p>The subject lands are located within a Strategic Growth Area as identified on Schedule '2' of the City of Sarnia Official Plan. The proposal will provide additional rental apartment dwelling units at an affordable rate, which supports the PPS, 2024 policies regarding complete communities, intensification, and providing a range and mix of housing options in a compact built form.</p> <p>The proposed development is located along transit routes which connect to Northgate Plaza along Exmouth Street, which is identified as one of three main Sarnia Transit bus terminals, along with Downtown (George St. and Vidal St N.) and Clearwater (Wellington St.).</p> <p>The proposed development requests a maximum permitted height of 14.0m, whereas the surrounding residential uses are permitted under the Zoning By-law to a maximum height of 12.0m.</p> <p>The existing Jubilee Gardens and adjacent Commercial Plazas at 680 and 683 Cathcart provide a transitional buffer between the surrounding residential uses to the west, south and north of the subject lands. Increased setbacks for the proposed</p>

Policy		Remarks
	<p>Planning authorities should:</p> <ul style="list-style-type: none"> <li>a) prioritize planning and investment for infrastructure and public service facilities in strategic growth areas;</li> <li>b) identify the appropriate type and scale of development in strategic growth areas and the transition of built form to adjacent areas;</li> <li>c) permit development and intensification in strategic growth areas to support the achievement of complete communities and a compact built form;</li> <li>d) consider a student housing strategy when planning for strategic growth areas; and</li> <li>e) support redevelopment of commercially-designated retail lands (e.g., underutilized shopping malls and plazas), to support mixed-use residential.</li> </ul>	<p>apartment dwelling to the east lot line (8.0m) assist in maintaining a transitional buffer to those residential uses to the east.</p>
<b>LAMBTON COUNTY OFFICIAL PLAN</b>		
2.1.6	New development will be located to ensure the maximum use of existing	The subject property is located in an area served by municipal services and facilities and will not require

Policy		Remarks
	and future public facilities and services, including education, recreation, health care, social services, cultural activities, and physical infrastructure.	the extension of existing municipal services and facilities or the development of new ones or infrastructure.
2.1.27	The County recognizes that the Natural Heritage System, open spaces, and parks contribute to the quality of life and improved human health in Lambton County. These features contribute to the overall design of urban and rural areas and provide opportunities for active and passive enjoyment of the natural environment.	The proposed development will not have a negative impact on the natural heritage system's features and functions, nor on the existing and planned open spaces and park areas. The site is located within close proximity (less than 800m) to Canatara Park to the west, Marcin Park to the south, Baxter Park to the north, and Oak Acres Park to the east.  This is shown on Attachment 6 – Community Facilities Map.
2.3.2	The County encourages the construction of an adequate supply of dwelling units to meet the needs of the local housing market. This is expected to average 449 dwelling units per year in the beginning portion of the planning period.	The proposed rental units will add to the range of housing options available in the city.
2.3.10	Residential developments, including proposals that would result in the creation of affordable housing, will be located to have access to community services and facilities including public transit facilities where available, and should be in proximity to downtown	The proposed development will be located near Canatara Park and will have access to community services, facilities, and transit routes that connect directly to Northgate Plaza and downtown.

Policy		Remarks
	hubs and cultural nodes when possible.	
3.2.1; 3.2.2	<p>The majority of growth will be directed to Urban Centres and Urban Settlements.</p> <ul style="list-style-type: none"> <li>Development within Urban Centres will occur on full municipal services, except in substantially built up areas where full services are not practical or feasible, in which case very limited development may occur on municipal water and private septic systems subject to the conditions contained in Section 3.2.6.</li> </ul>	The subject property is located within the Urban Centre (LCOP) and is planned to be served by full municipal services and within the Settlement Area of the City of Sarnia.
7.10.1; 7.10.2	In areas serviced by full municipal water and sewage services, approval of development applications will not occur unless there is adequate uncommitted reserve capacity available for water, sanitary, and storm water services.	The proposed development will be served by municipal water and sewer services; final capacity analysis will be confirmed at the site plan stage.
8.6.7; 8.6.17	Development should not be permitted that would adversely affect the quality or quantity of water with respect to existing wells, surface water, or ground water features.	The applicant has submitted a Preliminary Functional Servicing Report (January 23 <sup>rd</sup> , 2026) that will address stormwater on the site and help ensure that the quantity and quality of runoff do not negatively impact existing wells, surface water, or groundwater

Policy	Remarks	
		features. Matters related to storm water management, environmental targets, etc., will be addressed at the site plan stage.
<b>SARNIA OFFICIAL PLAN</b>		
3.1 a), v)	Encourage development that includes higher density built forms and higher-intensity land uses as a way of reducing land consumption and maximizing the efficiency and cost effectiveness of municipal service infrastructure.	The proposed apartment dwelling will provide a higher-density built form and a higher intensity land use. It will help reduce overall land consumption across the City and will take advantage of a municipally serviced area.
3.2 b) ii); 3.4 a) ii)	<p>Elements of the principles of a complete community and healthy city included within this Plan include:</p> <ul style="list-style-type: none"> <li>• Encourage and support the provision of a full range and mix of housing options to meet the needs of all residents throughout their life-cycles, including the provision of affordable and accessible units.</li> <li>• Inclusiveness, with a full range and mix of housing types, including affordable housing choices, and special needs housing and planning for age-in-place facilities within the community that</li> </ul>	The proposed rental units will expand the range of housing options available in the City and will contribute to the City's target of 30% of new developments to be affordable throughout the horizon of the Plan (2046).

Policy	Remarks	
	anticipate changing housing needs for an aging population.	
3.2 c) ((ii), iii), v)).	<p>The urban structure promoted within the Plan includes a focus on Downtown Sarnia and Mitton Village, as well as the identification of a number of higher intensity mixed-use centres and corridors. The policies of the Plan will support that Urban Structure by:</p> <ul style="list-style-type: none"> <li>Promoting transit-supportive development and intensification. New development will support the City's structure of mixed-use centres and corridors. Intensification will be compatible with existing development patterns, while supporting an evolution to a more compact, walkable and transit-supportive urban structure. The Plan will incorporate broad permissions for a range and mix of compatible land uses and built forms within the centres and corridors structure both as a means of distributing land use diversity throughout the City, as well as in</li> </ul>	<p>The proposed development is located within a Strategic Growth Area identified as being designated Mixed-Use Corridor I in Schedule '2' of the City of Sarnia Official Plan.</p> <p>The lands are located adjacent to existing services and commercial areas containing retail, service, and personal service establishments, restaurants, and office uses, and are within walking distance of bus routes, parks, and other means of active transportation, including bike lanes and trails.</p>

<b>Policy</b>	<b>Remarks</b>
<p>support of enhanced transit and active transportation facilities;</p> <ul style="list-style-type: none"><li>• Promoting the development of a full range and mix of housing types and tenures, including special needs housing and housing that is affordable in accordance with the affordable housing requirements identified in this Plan;</li><li>• Supporting an integrated and multi-modal transportation network where transit is supported and that accommodates all means of movement including vehicular, pedestrian, cyclist, or any other form of active transportation.</li></ul>	

Policy		Remarks
3.2 d) 3.2 g)	<p>The City shall encourage a mix and range of market-based housing types, styles, tenures and affordability characteristics to meet the needs of a growing and diverse population.</p> <p>The City shall promote the supply of new affordable housing in a variety of locations, dwellings types and tenures throughout the City. The City's target shall be 30% of all new dwelling units built over the horizon of this Plan to be affordable.</p>	<p>The proposal involves the development of 94 new affordable rental apartment units within a mixed-use corridor on vacant, municipally serviced lands. The proposed dwelling units would contribute 94 new affordable units towards the City's 30% target for the Plan's horizon (2046).</p>
3.2 i)	<p>The following strategies shall be considered by the City in an effort to incentivize barrier-free and/or affordable housing:</p> <ul style="list-style-type: none"> <li>• Consider affordable housing as a priority use for surplus City-owned land, and work with other levels of government to make surplus land available to providers of affordable housing at little or no cost;</li> <li>• Provide targeted relief from development, planning, permit and other fees normally charged</li> </ul>	<p>The County of Lambton (applicant) represents the regional level of government and is exempt from Development Charges.</p> <p>The City of Sarnia's Affordable Housing Community Improvement Plan (AHCIP), approved February 12, 2024, focuses on supporting the development of affordable housing units by offering select development incentives and the removal of some financial barriers in the development process.</p> <p>The AHCIP offers one (1) tax incentive equivalent grant program, four (4) general financial grant programs and one (1) parking reductions program, which is intended to reduce the parking requirements</p>

Policy	Remarks	
	<p>for projects that provide affordable housing.</p> <ul style="list-style-type: none"> <li>• Reduce parking requirements and/or parkland dedication requirements for projects that provide affordable housing; and</li> <li>• Identify affordable housing as a Community Benefit, to qualify for potential financial incentives provided under the Community Benefits By-law and/or carry out a Community Improvement Plan and provide financial incentive programs to qualifying projects.</li> </ul>	<p>for purpose-built affordable rental housing with a minimum of six (6) units and is non-funded.</p> <p>Eligible projects will be permitted to provide minimum required parking at a rate of 0.75 spaces per unit within the Downtown, Mixed-Use I and Mixed-Use II Corridors.</p> <p>Fees for development and redevelopment, including Official Plan Amendments, Zoning By-law Amendments, Minor Variances, Site Plan Control, and Building and Demolition Permits, may be eligible for a 50% reduction, up to a maximum of \$35,000.</p>
3.3 h), i)	<ul style="list-style-type: none"> <li>• A fundamental policy element of this Plan is to ensure that all new development is compatible with its surrounding built form and landscape context. It is the intent of this Plan that built form be a key determining factor for the types of development permitted in each land use designation.</li> <li>• Compatible development is not necessarily the same as or even similar to existing development in</li> </ul>	<p>The proposed 4-storey, 94-unit apartment is a residential intensification of an existing higher-density site within the built-up area, adjacent to a commercial node or corridor. It supports the Plan's Successful City and Complete Community objectives by expanding housing opportunities in an efficient urban location.</p> <p>The requested redesignation to Mixed-Use Corridor II removes the ground-floor commercial requirements associated with Mixed-Use Corridor I reflecting the transition to residential. The proposal frames the street and provides greater side and rear yard setbacks that</p>

Policy	Remarks
<p>the vicinity. Compatible development is development that enhances the character of the community without causing undue adverse effects on adjacent properties.</p> <ul style="list-style-type: none"> <li>• The following shall be considered when evaluating the compatibility of development proposals:               <ul style="list-style-type: none"> <li>i. The use, height, massing, orientation and landscape characteristics of nearby properties is properly considered and appropriate transitions between the built forms and uses shall be ensured;</li> <li>ii. On-site amenity space is provided and is reflective of, or enhances, the existing patterns of private and public amenity space in the vicinity; and,</li> <li>iii. Streetscape patterns, including block lengths, setbacks and building separations are generally maintained.</li> </ul> </li> </ul>	<p>required by the Zoning By-law, supporting the transition to the lower density single detached dwellings to the east. Through the site-specific rezoning the maximum height will be limited to 14 metres, 2 metres taller than the maximum permitted height in the adjacent Urban Residential 1 (UR1) Zone.</p> <p>The maximum building height and increased setbacks support the transition to the adjacent lower density residential while also allowing for improved use of amenity space and landscaped area of the site in the rear yard.</p> <p>The proposed apartment dwelling is shown to be configured in a way which parallels the street line along Cathcart Boulevard and, which reflects the characteristics of the existing built form along Cathcart Boulevard, specifically with those dwellings on the south side of the street which exhibit similar front yard setbacks ranging from approximately 9.0m to 11.0m. The proposed building orientation will also screen the parking areas from the adjacent residential areas and maintains the driveway in its current location across from the commercial plaza.</p>

Policy	Remarks
<ul style="list-style-type: none"><li data-bbox="428 318 1016 738">• To ensure compatible development, all development applications shall conform to the policies of this Plan and the provisions of the Zoning By-law and shall be consistent with the City's Urban Design Guidelines. Further, where applicable, the City will evaluate development proposals through the Site Plan Approval Process.</li></ul>	

<b>Policy</b>		<b>Remarks</b>
5.3.2.3 e)	<p>The following building height policies apply within the Mixed-Use Corridor I Designation:</p> <ul style="list-style-type: none"> <li>• All development shall incorporate a minimum floor to ceiling height of the ground floor of 4.25 metres; and</li> <li>• The minimum building height shall be 3 storeys, or 11 metres, whichever is greater.</li> </ul>	<p>The proposed development is shown on submitted materials to be entirely residential in nature, without containing non-residential uses.</p> <p>As such, the applicant has submitted the requested amendment to the Official Plan to redesignate the lands to Mixed-Use Corridor II, which also permits residential apartments as a permitted use, only that they be provided in low-rise to mid-rise built forms and do not require a dedicated 50% of at-grade gross floor area to be dedicated to non-residential uses.</p>
5.3.2.3 f)	<p>Stand-alone, non-residential buildings are permitted within the Mixed-Use Corridor I Designation. Where residential development is proposed, it is a requirement of this Plan that all buildings include a minimum of 50 percent of the at-grade Gross Floor Area for active, non-residential land uses, to the satisfaction of the City.</p>	<p>As there are no non-residential uses being proposed within the apartment dwelling, the request to designate the lands as Mixed-Use Corridor II maintains the intent of the Official Plan, without undermining it and addresses the surrounding character of the neighborhood appropriately by limiting the scale of the proposed development to that of a mid-rise development, being a maximum of 6 storeys or 22 metres, whichever is less. Further restrictions on the permitted height of the proposed apartment dwelling have been submitted as part of the Amendment to the City's Zoning By-law.</p>
7.1.1 e)	<p>Before the approval of any application for development, the City must be satisfied that adequate municipal servicing infrastructure,</p>	<p>The proposed development will be served by municipal water and sewer services; final capacity analysis will be confirmed at site planning stage.</p>

Policy	Remarks
<p>including overall system capacity is available, or can efficiently and economically be provided to support the proposal. Where adequate municipal servicing infrastructure does not exist, the City may not approve the application or may use Holding provisions in the Zoning By-law to regulate the timing of development.</p> <p>Where adequate servicing does not exist to support a proposed development, the City will not be obligated to provide such servicing in advance of development.</p>	
<p>7.1.2 a), b) (i) – (iv)</p> <p><u>Wastewater</u> Development shall provide appropriate wastewater servicing infrastructure as approved by the City and, where necessary, the Conservation Authority and the Province.</p> <p>Wastewater servicing infrastructure shall be designed, constructed and maintained to:</p> <ul style="list-style-type: none"> <li>• Provide adequate service to proposed developments;</li> </ul>	<p>The applicant has submitted a <i>Preliminary Functional Servicing Report</i> (January 26<sup>th</sup>, 2026) that evaluates the proposed water, sanitary services, storm water management and erosion and sediment control measures for the development.</p> <p>As per the <i>Preliminary Functional Servicing Report</i>, adequate water and sanitary services are available to serve the development. Storm water management and erosion and sediment control measure will be implemented in accordance with the <i>City of Sarnia Stormwater Management Design Guidelines, 2024</i>.</p>

Policy	Remarks
<p>7.1.3 a), c) (i) – (iv)</p> <ul style="list-style-type: none"> <li>• Accommodate the full development of the drainage area;</li> <li>• Utilize gravity flow wherever possible, to avoid the need for pumping stations;</li> <li>• Protect the natural characteristics of the landscapes in which they are located; and,</li> <li>• Satisfy the servicing standards of the City.</li> </ul> <p><u>Water Servicing</u> Development shall provide appropriate water servicing infrastructure as approved by the City and, where necessary, the Conservation Authority and the Province.</p> <p>Water servicing infrastructure shall be designed, constructed and maintained to:</p> <ul style="list-style-type: none"> <li>• Provide adequate service to proposed developments;</li> <li>• Provide sufficient quantity and flow to meet capacity for domestic use and fire protection;</li> </ul>	<p>For clarity, the grading and stormwater management design for the site also considers flood hazard for the site. The preliminary grading plan included in the <i>Preliminary Functional Servicing Report</i> incorporates measures to address flood hazard on the site.</p> <p>Matters relating to water, sanitary services, storm water management and erosion and sediment control measures and flood hazard mitigation will be finalized at site planning stage.</p>

Policy		Remarks
	<ul style="list-style-type: none"> <li>Accommodate full development of the service area; and,</li> <li>Satisfy the servicing standards of the City.</li> </ul> <p><u>Stormwater Management</u> Development shall provide appropriate storm water management facilities as approved by the City and, where necessary, the Conservation Authority and the Province.</p>	
<b>SARNIA ZONING BY-LAW</b>		
11.2.1	<p><b><u>Regulations for Apartment Dwellings</u></b></p> <p>(a) Lot Area (min.) 650m<sup>2</sup> for the first 3 units, plus 100m<sup>2</sup> for each additional unit.</p> <p>(b) Lot Frontage (min.) 20.0m</p> <p>(c) Front Yard Depth (min.) 9.0m</p> <p>(d) Side Yard Widths (min.) 5.0m (each side)</p> <p>(e) Rear Yard Depth (min.) 7.5m</p> <p>(f) Lot Coverage (max.) 35%</p> <p>(g) Height (max.) 45.0m</p>	<p>Zoning By-Law 85 of 2002, as amended, zones apartment dwelling uses under the "Urban Residential 5 (UR5) Zone". Staff have evaluated the proposal based on the permitted uses and required provisions of the "Urban Residential (UR5) Zone" as it is the most appropriate zone category suitable for the proposed development. Apartment dwellings are a permitted use within the Urban Residential 4 zone, however the UR4 zone restricts the density of apartment dwellings to a maximum of 12 dwelling units.</p> <p>In this case, while apartment-dwelling uses are permitted under the "Urban Residential 5 (UR5) Zone", amendments are required to meet the zone's specific</p>

Policy		Remarks
	(h) Landscaped Open Space (min.) 40%	<p>performance standards to facilitate the construction of the apartment dwelling.</p> <p>The current UR5-19 zone is a site-specific zone which permits higher-density forms of residential development established at the time of Jubilee Gardens development and includes Senior Citizen Apartment Dwellings and their accessory buildings and uses.</p> <p>Under the current Zoning By-law definitions, the Jubilee Gardens would be considered a 'Multiple Dwelling' as it does not exceed two-storeys in height.</p> <p>A request has been submitted to replace the existing UR5-19 zone with site-specific regulations that recognize the existing setbacks and parking for Jubilee Gardens, and to implement the proposed apartment dwelling.</p>
3.37(2)(a)	<p><b><u>Minimum Parking Space Requirements</u></b></p> <p>(a) Residential Uses</p> <p>Duplex dwelling, a double duplex, a triplex, a townhouse dwelling, a stacked townhouse dwelling, an apartment building, a multiple use</p>	<p>The applicant has requested amendments to the Zoning By-law to permit a parking rate of 0.58 spaces per unit across the subject lands.</p> <p>The lands currently contain Jubilee Gardens, a two-storey multiple-dwelling with 42 dwelling units that has existed lawfully since 1975 and is required to provide a minimum of 11 parking spaces under Section 11.3.19</p>

Policy	Remarks
<p>apartment dwelling (residential part only)</p> <p>1.5 per unit.</p>	<p>of the Zoning By-law and under the Site Plan Control Agreement on title. This figure results in a parking rate of 0.26 parking spaces per dwelling unit on-site for those residential uses.</p> <p>Where a development qualifies under the Affordable Housing Community Improvement Plan (AHCIP), the required parking rate may be reduced by 50% to a rate of 0.75 spaces per dwelling unit. This reduction in required parking would result in 71 parking spaces being required for 94 proposed affordable apartment dwelling units.</p> <p>The applicant is proposing 68 new parking spaces for the 94 apartment dwelling units, resulting in a parking rate of 0.72 spaces per dwelling unit.</p> <p>On a site-wide basis, the proposed parking would total 79 spaces, including 4 barrier-free spaces and 2 additional spaces for drop-off and pick-up. The overall parking rate across the site would increase from the existing 0.26 spaces per unit to 0.58 spaces per unit. The proposed parking ratio is similar to the recent approval for the County Affordable Housing Development at 471 Kathleen Avenue, which provided a site-specific ratio of 0.5 parking spaces per unit.</p>

Policy	Remarks
	<p>In support of the requested Zoning By-law amendment to permit an overall parking rate of 0.58 spaces per unit on the lands, the applicant provided a <a href="#">Parking Transportation Impact Study</a> completed by Salvini Consulting Inc., February 10<sup>th</sup>, 2026.</p> <p>Data provided within this supporting document identifies similar affordable housing developments within the County of Lambton, including an analysis of the existing Jubilee Gardens. The properties identified were:</p> <ul style="list-style-type: none"> <li>• 230 Capel Street (91 apartment dwelling units and 70 provided parking spaces for a rate of 0.76 spaces per unit).</li> <li>• 150 Queen Street (60 apartment dwelling units with 28 provided parking spaces for a rate of 0.46 spaces per unit).</li> <li>• 124 Queen Street (48 apartment dwelling units with 20 provided parking spaces for a parking rate of 0.41 spaces per unit).</li> <li>• 125 Euphemia Street South (61 apartment dwelling units with 22 provided parking spaces for a parking rate of 0.36 spaces per unit).</li> </ul>

Policy	Remarks
	<ul style="list-style-type: none"> <li>700 Cathcart Boulevard (Jubilee Gardens – 42 apartment dwelling units with 20 provided parking spaces for a rate of 0.48 spaces per unit). This figure was increased to 20 spaces provided for the purposes of the report to include any shared parking that may have existed between the former church site and the Jubilee Gardens. The Zoning and Registered Site Plan Agreement each required 11 parking spaces.</li> </ul> <p>The analysis indicates that, through a review of six (6) County of Lambton Rent Geared to Income apartment dwellings containing a total of 301 units, 160 parking stalls have been provided at an overall rate of 0.53 spaces per unit.</p> <p>The measured parking demands included in the study under <b>Section 9.2 indicate</b> that the average number of spaces per dwelling unit is 0.25, with the existing Jubilee Gardens at 700 Cathcart Boulevard demonstrating a parking demand of 0.36 spaces per dwelling unit.</p> <p>Furthermore, with the subject lands having direct access to transit, being in close proximity to City-owned parks, and being located along an improved street with sidewalks on both sides, it is anticipated that future tenants of the lands will have full access to</p>

Policy		Remarks
		<p>alternative modes of transportation, including those that form part of the City's Active Transportation Network. Commercial uses such as grocery and pharmacy are within walking distance.</p> <p>Given the above, staff can support a parking rate of 0.58 spaces per dwelling unit across the subject lands.</p>
<b>11.2.1(a)</b>	<p>Lot Area (Min)</p> <p>650m<sup>2</sup> for the first 3 dwelling units plus 100m<sup>2</sup> for each additional unit.</p>	<p>The proposal requests a minimum lot area of 13,551.6m<sup>2</sup> for 136 apartment dwelling units, whereas the Zoning By-law would require a minimum lot area of 13,950.0m<sup>2</sup> for 136 apartment dwelling units. This is a difference of approximately 400m<sup>2</sup>.</p> <p>94 of the proposed 136 total units would be new affordable rental units, with 42 existing within Jubilee Gardens.</p> <p>Lot area is an implementation tool for apartment dwellings to establish site density. The size of the site (13,551.6m<sup>2</sup>) would support 132 units, given the regulations for apartment dwellings in the UR5 zone.</p> <p>The applicant is seeking to amend the Zoning By-law to permit 136 proposed apartment dwelling units on the lands, for which a minimum lot area of 13,950.0m<sup>2</sup> would be required.</p>

Policy	Remarks
	<p>Upon review of the request, staff note that outside the Urban Residential 5 zone, the General Commercial 3 (GC3) zone permits multi-use apartment dwellings. These are similar to the defined use of an apartment dwelling, except that the main level of the building or structure is dedicated to office/commercial uses. For comparison, the minimum required lot area for these types of apartment dwellings is 75.0m<sup>2</sup> per dwelling unit. As described in the staff report, the proposed use of this apartment dwelling is entirely residential.</p> <p>The site plan provided at the time of these applications indicates that 53.6% of the total site area (7,261.4m<sup>2</sup>) is dedicated to landscaped open space, including the existing community garden and an area for barbecuing. This exceeds the required 40% of landscaped open space required for apartment dwellings in the UR5 zone. The proximity of the site and access to several parks, including Canatara Park, Baxter Park, and Marcin Park, also support the request and align with the Official Plan's policies for connecting to the Active Transportation Network.</p> <p>The request to permit a total lot area of 13,551.6m<sup>2</sup> for the proposed 136 dwelling units would be in keeping with the policies of the City of Sarnia Official Plan with respect to the Successful City Objectives and those regarding infill developments and higher density uses,</p>

Policy		Remarks
		<p>which make use of available serviced lands included in Section 3.</p> <p>Staff have no concerns with the requested amendment to permit a minimum lot area of 13,551.6m<sup>2</sup> for 136 proposed apartment dwelling units on the subject lands.</p>
<b>11.2.1(g)</b>	Height (Max) - 45.0m	<p>The maximum permitted height for apartment dwellings in the City of Sarnia is 45.0m under Section 11.2.1(g) of the regulations.</p> <p>The applicant proposes to limit the maximum permitted height of the development to 14.0m under the proposed Zoning By-law amendment.</p> <p>This aligns with the policies contained within the Mixed-Use Corridor II designation, which permits built forms in mid-rise buildings while acknowledging and respecting the surrounding land uses, particularly low-density residential uses, which are permitted to a maximum height of 12.0m.</p> <p>The proposed development would be marginally taller than what is currently permitted within the Urban Residential 1 zone, which is located to the north, east, and south of the subject site.</p> <p>The applicant has shown on the submitted plans and included in the requested Zoning By-law Amendment</p>

Policy	Remarks
	<p>that increased setbacks for those uses will be provided. An 8.0m setback to the east lot line is being requested, whereas a minimum of 5.0m is required for apartment dwellings. Additionally, a rear yard setback of 14.0m is being requested for the northern lot line of the subject lands, whereas a minimum rear yard setback of 7.5m is required for apartment dwellings in the UR5 zone.</p> <p>Staff are of the opinion that the requested amendment to the maximum permitted height of the built form is in keeping with the intent of the policies for apartment dwellings, while recognizing the surrounding land uses and incorporating increased setbacks compatible with existing and proposed uses.</p>

## Public Meeting #2 - June 22, 2026

### Attachment 10 – Agency/Department Comments

Agency / City Department	Remarks
<b>Building Department</b>	<ul style="list-style-type: none"> <li>• Building permit required.</li> <li>• Development charges are exempt for the County of Lambton</li> <li>• Review of the site to take place during the Site Plan Control Process.</li> <li>• Record of site condition required for the change of use to Residential, unless otherwise exempt from the MOE. O. Reg. 153/04: Records of Site Condition</li> </ul>
<b>Engineering Department</b>	<p><b>Development</b></p> <ul style="list-style-type: none"> <li>• Development Engineering has no comments regarding the OPA or ZBA.</li> <li>• The functional servicing report shall ensure the municipal sanitary sewers, storm sewers, water distribution, and pump stations are to the satisfaction of the General Manager of Engineering &amp; Operations and in keeping with the Ministry of Environment, Conservation and Parks. The report shall also detail the impacts of any downstream infrastructure.</li> <li>• That the owner shall prepare and submit for review and approval by the General Manager of Engineering &amp; Operations, a detailed stormwater management plan, containing and not limited to plans illustrating how the drainage system will tie into the surrounding drainage systems, the location and description of all outlets and other facilities which may require permits under Provincial regulations, stormwater management techniques, an erosion and sediment control plan, a water balance analysis and a description of additional infiltration technologies.</li> <li>• The geotechnical investigation shall address all geotechnical issues with respect to the development of this plan, including but not limited to servicing, grading and drainage, road pavement structure, dewatering, foundation design, removal of existing fill (including but</li> </ul>

## Public Meeting #2 - June 22, 2026

not limited to organic and deleterious materials) and the placement of new engineering fill. The owner shall implement all recommendations from the final reports.

- The owner's professional engineer shall provide inspection services during construction for all works that would be assumed by the city and shall supply the city with a certificate of completion of works upon completion, in accordance with the plans accepted by the General Manager of Engineering & Operations.
- That the owner shall be responsible for the payment of necessary off-site improvements required to support the development. The owner shall be responsible for additional road restorations and infrastructure to the satisfaction of the General Manager of Engineering & Operations.
- That the owner shall be responsible for the payment of necessary off-site improvements to pedestrian infrastructure required to support the development, as determined to the satisfaction of the General Manager of Engineering & Operations.
- Any existing services to the property not being reused for the proposed development shall be abandoned according to City of Sarnia Standard Specifications.
- The owner's engineer shall provide an itemized right-of-way estimate, including labour and materials, plus HST, to be reviewed by the City of Sarnia Engineering Department.
- The owner shall provide to the appropriate authorities such easements and/or dedications as may be reasonably required for all municipal works and services associated with the development of the subject lands, such as road, utility, drainage, or stormwater management purposes.
- Enhanced quality and quantity control measures for stormwater may be required in accordance with the most current City of Sarnia SWM Guidelines.

## Public Meeting #2 - June 22, 2026

	<ul style="list-style-type: none"> <li>• As 722 Cathcart will be severed from the property, the owner shall verify and/or provide separate services to the property to the satisfaction of the General Manager of Engineering &amp; Operations. A certified lot grading plan will be required for a severance; grading may be required to retain drainage on the property.</li> </ul> <p><b>Transportation</b></p> <ul style="list-style-type: none"> <li>• No further comment concerning the road network at this time.</li> </ul>
<p><b>Sarnia Fire Rescue Services</b></p>	<ul style="list-style-type: none"> <li>• SFRS has no comments regarding the OPA or ZBA.</li> <li>• Provisions for firefighting (OBC 3.2.5), including access route location and design, will apply.</li> <li>• Appendix E “Fire Department Guidelines” of City of Sarnia Site Plan Approval Policy Guidelines and Standards also apply.</li> <li>• A building permit will be required. During the building permit stage, we will assess the exits, fire separations, smoke and CO alarms, heating systems, etc.</li> <li>• A fire alarm system is required. See OBC 3.2.4.1 for details.</li> <li>• A sprinkler system may be required. See OBC 3.2.2 for details.</li> <li>• A standpipe system will be required. See OBC 3.2.5.8 for details.</li> <li>• There is an existing private hydrant on site. Adequate water flow rate and pressure will need to be tested and confirmed.</li> <li>• Distance between the fire hydrant and FDC will need to be shown on future submissions. Relocation of the fire hydrant may be required.</li> </ul>



**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and Members of Council  
FROM: Emma Nicholson, City Solicitor  
David Stockdale, General Manager of Corporate Services  
DATE: June 22, 2026  
SUBJECT: Proposed Rental Renovation By-Law – Public Engagement Results

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**Recommendation**

It is recommended:

That Sarnia City Council direct staff to draft a renovictions licensing by-law in accordance with the steps set out in this report and bring the draft by-law forward to Council for consideration at a future meeting.

**Background**

At the February 9, 2026 meeting of Council, the following motion was passed:

*“That staff be directed to report back within 60 days regarding the creation of a Renoviction By-Law to protect vulnerable tenants including seniors, the disabled, young adults, single mothers, etc. If passed, Sarnia would become the fourth City in Ontario, and counting, with a renoviction related by-law. The following suggestion is exactly what the City of London approved recently. The renoviction by-law would involve the creation of a new Rental Unit Repair Licence, which would require landlords to:*

- *Obtain a building permit for the renovation or repair of a rental unit.*
- *Obtain a report prepared, stamped, and certified by a qualified professional that states that repairs or renovations are so extensive that they require vacant possession of the unit.*
- *Apply for a Rental Unit Repair Licence within seven (7) calendar days of giving an N-13 notice to a tenant.*
- *Provide the tenant a copy of the Tenant Information Package together with the N-13 notice.*

*The proposed cost of the Rental Unit Repair Licence would be \$750 per unit and would be valid for a period of 180 days from the date of*

## Correspondence #1 - June 22, 2026

*issuance. Administrative monetary penalties for non-compliance will range from \$500 to \$5,000. Multiple penalties can be applied to an individual situation and can be escalated where offences are ignored or repeated."*

Staff provided an update report at the March 30, 2026 meeting of Council regarding 'renoviction' By-Laws passed in other municipalities and recommended engaging in public consultation if Council wished to proceed further. As a result, Council passed the following Motion:

*"That Sarnia City Council direct Staff to engage the public, including relevant stakeholders, to inform the drafting of a by-law addressing 'Renovictions,' and to report back to Council with the results of such public engagement and to simultaneously conduct a cost analysis to determine whether enforcement of such a by-law would require additional staffing."*

A public survey was launched on Speak Up Sarnia from April 24, 2026 to May 22, 2026, and a Public Input Session was held at Pat Stapleton Arena on May 13, 2026. Relevant stakeholders were encouraged to attend and speak with Staff regarding their experiences with renovictions and to provide input on whether such a by-law would be beneficial. Staff from the Legal, By-Law, Corporate Services, Community Services, and Building departments attended the Public Input Session.

The survey received responses from 201 unique participants, and five individuals attended the Public Input Session. Staff also received input via email from two tenant advocacy organizations, and one member of the public.

### **Comments**

The *Residential Tenancies Act* ("RTA") permits landlords to issue N13 Eviction Notices to tenants where the landlord requires vacant possession to complete renovations. This is a legal process, and the City cannot prohibit its use.

A 'renoviction' occurs when a landlord uses the above process *in bad faith* to terminate a tenancy. Bad faith evictions are not permitted under the RTA.

Where a tenant believes a bad faith renoviction has occurred, the tenant's only legal recourse is through the Landlord Tenant Board ("LTB").

The proposed 'Renoviction' By-Law would implement a licensing system whereby landlords intending to use the N13 process would also be required to obtain a renovation licence from the City, providing the City with more oversight.

## Correspondence #1 - June 22, 2026

Any proposed By-Law will not:

- Require landlords to obtain additional building permits, as this is already governed by the *Building Code Act*;
- Adjudicate contraventions of the RTA or enforce its provisions, as this is already done by the Landlord Tenant Tribunal;
- Adjudicate disagreements or disputes relating to lease agreements;
- Address scenarios where a tenant is not paying rent, or where the landlord intends to have a family member move into the unit;
- Implement fines for non-compliance with the RTA, as this is addressed through the LTB;
- Require landlords to complete maintenance or other renovations required under the *Building Code Act* or RTA; or
- Limit the duration required to complete the contemplated renovations.

### RESULTS OF THE PUBLIC SURVEY

Participants were provided with a high-level overview of the issues facing municipalities and the growing movement towards the creation of by-laws respecting 'renovictions'. They were also provided with links to information from Tribunals Ontario, relevant portions of the *Residential Tenancies Act*, all City of Sarnia Staff Reports, and the by-laws implemented in Hamilton, London, and Toronto for reference.

In total, the survey was completed by 201 unique participants and included eight questions: seven multiple-choice questions and one open-ended question allowing participants to provide additional input. The results of each question are reproduced in Attachment #1.

As a summary:

- The majority of participants:
  - Did not identify as a landlord or tenant
  - Live in a single-family home
  - Do not anticipate requiring renovations in the next five years
  - Believe the current legislation favours landlords
  - Believe renovictions affect a small number of people
  - Have never been renovicted nor renovicted a tenant
  - Believe most landlords/tenants do not understand their rights and responsibilities under the current legislative framework

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## REVIEW OF PUBLIC INPUT

### Public Survey

Most survey participants were homeowners who did not identify as either landlords or tenants, and only a small number of respondents believe they have been the victim of a renoviction (a bad faith eviction to complete renovations).

More than half of the participants provided input to the open-ended question (#8). However, this feedback was largely related to provisions of the RTA or a lease agreement that would not be addressed by the proposed By-Law, including lease disputes, failure to complete required maintenance, non-payment of rent, etc. These issues fall within the jurisdiction of the LTB.

Many participants suggested the proposed By-Law should include provisions permitting an evicted tenant to return to the unit once the renovations are complete at the same, or a slightly increased rent, depending on the nature of the renovations. The RTA already contains provisions to address this.

The proposed Rental Renovation By-Law is intended to require landlords to obtain a licence from the City when they plan to complete renovations requiring vacant possession. Other municipalities who have developed similar by-laws have included provisions requiring the landlord to submit documentation justifying the need for vacant possession, such as an engineering report. Without such documentation, the licence would not be approved.

### Public Input Session

As noted above, five individuals attended the Public Input Session. Tenants and organizations advocating for or representing tenants' rights were represented; however, landlords, property managers, and independent homeowners were not.

Approximately, forty per cent of attendees described situations that would not have been addressed through a renoviction by-law. Another forty per cent of attendees were affiliated with community groups attending as observers and expressed support for the implementation of a renoviction by-law. The remaining twenty per cent, representing one attendee, described circumstances in which a renoviction by-law may have been applicable.

### Additional Input Received

Staff also received input outside of the public survey and Public Input Session, including letters of support from:

- ACORN (Association of Community Organizations for Reform Now) is a multi-issue, membership-based community union of low- and moderate-

## Correspondence #1 - June 22, 2026

income people. Their members fight landlords and corporations, and fight for new and improved laws to protect the rights of those persons (taken from their attached letter). See Attachment #3.

- ACTO (Advocacy Centre for Tenants Ontario), is a specialty community legal clinic with a provincial mandate to advance and protect the interests of low-income tenants. They specialize in housing issues related to tenants in Ontario (taken from the ACTO website). See Attachment #4.

Both organizations are supportive of the proposed Rental Renovation By-Law.

The feedback received through the public engagement process will be considered in the drafting of the proposed Rental Renovation By-Law.

### NEXT STEPS

If Council wishes to proceed with a renovictions by-law, Staff recommend that a licensing-only by-law be drafted and presented to Council at a future meeting, taking into consideration the feedback received through the public engagement process.

In order to expedite implementation of the by-law Staff do not recommend including administrative fines for non-compliance in a draft by-law at this time.. The inclusion of administrative fines would require the establishment of an Administrative Monetary Penalty System ("AMPS"), which would necessitate further analysis of implementation costs and the development of a comprehensive administrative and adjudicative framework.

Implementation of an AMPS would require the enactment of an AMPS by-law and supporting framework, including the appointment of Screening Officers and Hearing Officers, establishment of screening and hearing procedures, development of administrative policies and forms, and any related amendments to existing delegation by-laws. Additional analysis would also be required to determine staffing, adjudication, records management, and program administration costs associated with implementation, as well as a comprehensive review of the City's existing by-laws to identify those that may be enforced through AMPS and any corresponding by-law amendments required to implement the program.

### *Summary of Recommended Next Steps:*

- Staff prepare a renovictions licensing by-law, including an appropriate licensing fee, and bring the draft by-law forward to Council at a future meeting for consideration.

## Correspondence #1 - June 22, 2026

- Staff monitor the implementation and effectiveness of the by-law, including associated administrative and enforcement costs, and report back to Council after the by-law has been in effect for one year.
- During this period, staff undertake a review of the costs, resource requirements, and implementation considerations associated with establishing an Administrative Monetary Penalty System (AMPS), including an assessment of any additional staffing requirements and a review of municipal by-laws that may be suitable for enforcement through AMPS. The results of this review would be reported back to Council for consideration following the one-year evaluation period.

### Consultation

Staff from the By-Law and Building departments were consulted in the drafting of this report.

### Financial Implications

None at this time.

Reviewed by:

David Stockdale  
General Manager of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Randi Kalar, Assistant City Solicitor.

Attachments:

- Results of Public Engagement Survey
- Feedback Received from Public Engagement Survey
- Letter received from ACORN
- Letter received from ACTO

## Correspondence #1 - June 22, 2026

### Attachment #1 – Results of Public Engagement Survey

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**Question #1** – Which of the following best describes you?

Response	Number of Respondents	Percentage
Landlord	26	12.9%
Tenant	53	26.4%
Homeowner	135	67.1%
Other	4	2.0%

**Question #2** – What type of home do you own/rent in Sarnia?

Response	Number of Respondents	Percentage
Apartment	31	15.6%
Subdivided House	21	10.6%
Basement Suite	1	0.5%
Condominium	5	2.5%
Single Family Home	142	71.4%
Other	7	3.5%

**Question #3** – Do you think the unit you currently live in, or rent to a tenant, in Sarnia will require major repairs in the next five years that would require the unit to be vacant?

Response	Number of Respondents	Percentage
Yes	21	10.6%
No	106	53.3%
Maybe	39	19.6%
Not Applicable	33	16.6%

**Question #4** – Based on your current knowledge, would you say the provincial legislation governing renovations:

Response	Number of Respondents	Percentage
Favours Tenants	41	20.6%
Favours Landlords	114	57.3%
Is Balanced	15	7.5%
Unsure	29	14.6%

## Correspondence #1 - June 22, 2026

**Question #5** – Based on your current knowledge, do you believe renovations affect a large or small number of people in Sarnia?

Response	Number of Respondents	Percentage
<b>Renovictions affect a large number of people</b>	76	39.0%
<b>Renovictions affect a small number of people</b>	87	44.6%
<b>Renovictions affect no people</b>	3	1.5%
<b>Unsure</b>	29	14.9%

Note: The City of Sarnia does not possess the data required to determine how many individuals are affected annually by 'renovictions', including those resulting in applications to the Landlord Tenant Board (LTB). This information may be available from the LTB. To obtain further insight, Staff have submitted a Freedom of Information Request to the LTB.

**Question #6** – Have you ever been renovicted, or renovicted a tenant?

Response	Number of Respondents	Percentage
<b>I have been Renovicted</b>	17	8.5%
<b>I have Renovicted a Tenant</b>	0	0.0%
<b>No</b>	184	92.0%

Note: Staff anticipated a discrepancy between responses from tenants vs. landlords for this question.

**Question #7** – Do you believe that most landlords and tenants in Sarnia understand their rights and responsibilities related to evictions for renovations in Sarnia?

Response	Number of Respondents	Percentage
<b>Most completely understand</b>	18	9.0%
<b>Most mostly understand</b>	26	12.9%
<b>Most somewhat understand</b>	48	23.9%
<b>Most do not understand</b>	99	49.3%
<b>Unsure</b>	10	5.0%

**Question #8 (Open-Ended)** – Do you have any other input to provide as it relates to the development of a Rental Renovation By-Law?

A total of 118 participants provided a response (excluding 'no' responses).

Overall, feedback was relatively evenly divided between those that support the proposed By-Law, and those that do not. A summary of the responses is provided in Attachment #2.

# Correspondence #1 - June 22, 2026

## Attachment #2 – Feedback Received from Public Engagement Survey

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Some feedback received through the engagement process was unrelated to the proposed By-Law and, as such, has not been included in the below summary.

### **Feedback:**

- General support or non-support of the proposed By-Law
- The proposed By-Law could have the unintended effect of reducing overall housing quality and availability in the rental market
- Renovictions is a process is largely utilized by landlords who have no other way to evict a problematic tenant (e.g., for non-payment of rent or causing damage to the property)
- Only a small number of landlords use this process to evict a tenant in bad faith
- Renovations requiring vacant possession should not be permitted
- N13 Notices should not be used unless the entire unit needs to be completely renovated
- Renovictions target vulnerable populations and contribute to homelessness
- Renovictions are not lawful and should be banned
  - Note: a 'Renoviction' is a bad faith eviction under the guise of completing renovations and is not permitted under the RTA
- Renovictions are used to increase the rent
- This By-Law will require additional City Staff, adding a burden to the taxpayer
- Renovictions are not a widespread problem in Sarnia
- The existing laws should be amended
- The existing legislation and Municipal By-Laws are enough
- The existing legislation already discourages landlords
- Municipalities should not attempt to narrow the scope of existing legislation
- There should be an organization that provides legal advice to tenants which is free to the public
- Renovations requiring vacant possession should only be completed when the property is empty
- The City should monitor the status of each licence for compliance
- More oversight is needed
- The By-law should balance the rights/responsibilities of both sides

## Correspondence #1 - June 22, 2026

- To lawfully issue an N13 Notice, Landlords should have to justify vacant possession and obtain/provide quotes for the work to be completed
- Permits should be required to complete renovations
- Improvements need to be made to the LTB
- The City should act as the landlord

### **Suggested Provisions to Include in the Proposed By-Law:**

- Address situations where the Tenant has caused damage to the unit necessitating the repairs
- Address situations where the Tenant claims bankruptcy before their eviction is to take effect
- Fines for non-compliance
- Education for both landlords and tenants
- Right to return to unit for Tenant
  - Already included in the RTA
- Permits should include the projected timeline for completion and scope of work
- Requirement for landlords to provide additional compensation to tenants who receive N13 notices
- An inspection should be completed prior to the issuance of an N13 Notice to determine if vacant possession is actually required
  - This would not be completed by the City
- Address potential 'loopholes'
- Landlord to compensate tenants where they are required to provide first and last month rent at a new unit
- Landlords should provide compensation equal to 6 months rent
  - Note – the RTA includes provisions regarding compensation equal to 3-months rent
- Restrict the number of units to be renovated at a time (e.g., 2 of the total 9 units in the building at a time)
- The Chief Building Official should inspect units subject to an N13 Notice to determine if vacant possession is required
  - Other municipalities have required landlords to submit documentation from a qualified person (e.g., engineer/architect) to justify vacant possession
  - The municipality would not complete its own independent inspection

# Correspondence #1 - June 22, 2026



**Ontario Municipalities**

RE: Development of Local Renoviction Bylaws

Dear City Councillors,

Please see below Ontario ACORN's submission regarding the urgent need for cities to develop renoviction bylaws similar to Hamilton, Toronto, Mississauga and Waterloo.

## **What is ACORN?**

ACORN (Association of Community Organizations for Reform Now) Canada is a multi-issue, membership-based community union of low- and moderate-income people. We believe that social and economic justice can best be achieved by building community power for change. Our members fight landlords and corporations through direct action. Our members also fight for new and improved laws to protect their rights. We have over 190,000 members organized into 30 neighbourhood chapters in 10 regions across 6 provinces.

## **Background**

For more than a decade, Ontario ACORN has been advocating for strong municipal policies to protect tenants from mass displacement and to save affordable housing. Over the past ten years, our members have led organizing in their buildings to defend their homes from predatory corporate landlords who are looking to evict tenants in rent controlled units so that they can raise rents.

ACORN members have organized tirelessly through building and neighbourhood tenant meetings, actions, town halls, and workshops to ensure its members and tenants across the province know their rights and how to work with their neighbours to defend their homes. Additionally, ACORN members have met with city councillors and city staff in many cities to bring these issues forward and demand local action.

In 2024, Hamilton became the first city in Ontario to pass a municipal renoviction bylaw after a 6 year long campaign by Hamilton ACORN members. This was soon followed by other cities where ACORN members have secured similar protections. Bylaws have been based on the successful policy that ACORN won back in 2019 in New Westminster, BC that reduced the cases of renovictions from 333 to zero.

## **What are Renovictions?**

Renoviction is the practice and tactic used by landlords to evict or force out tenants under the guise of major renovation. The goal of renoviction is not to repair or upgrade the unit. The goal is to displace the existing tenant and increase the rent for the next tenant. Displaced tenants will never find their affordable rents again.

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Renoviction shatters the lives of families, breaks long-held community bonds, drives up rents in the neighborhood, increases homelessness and strain on social services, incentivizes landlords to allow their buildings to fall into disrepair and destroys the existing stock of affordable housing.

## Typical Renoviction Timeline/Tactics:

- Change in building ownership (not always but often a sign of changes coming).
- Notice to tenants of coming renovations and major inconveniences.
- Offer of low buyout offers (also known as 'cash-for-keys') to pick on tenants that are vulnerable or do not know their rights.
- Discontinuing repairs and building maintenance (make life more difficult and make buyout offers more enticing).
- Higher buyout offers (ACORN members have received offers as high as \$75,000).
- N13 eviction form.
- Filing at the Landlord and Tenant Board.

Landlords will use a combination of these tactics to ensure that tenants move out before the application reaches the LTB. Since the goal is to not have the tenant return to the unit, having a tenant accept a buyout offer to move out and waive their right to return is the quickest and easiest path to turning over the unit.

For tenants that want to keep their affordable homes, no amount of money is worth accepting. Low income tenants cannot afford to re-enter the rental market. Tenants on social assistance (ODSP or OW) especially cannot afford buyouts as large lump sum payouts may make them ineligible for benefits, or see a dollar-for-dollar reduction in benefit payments, thereby costing them more money.

## Problems with Existing Rules

Here is an overview of the existing rules regarding evictions for major renovations:

- In Ontario, landlords have the ability to secure vacancy of a unit for renovations by issuing a N13 to the tenants.
- If filed at the LTB, the landlord must demonstrate that the eviction is in good faith.
- Landlords are required to compensate tenants the equivalent of 3 months rent.
- Tenants have the right of first refusal after renovations which means that they have the right to return to the same unit at the same rent.
- Tenants can also pursue fines if the landlord rents out the unit to another tenant once the renovations are complete.

Despite these provincial regulations, it is very difficult for low income tenants to exercise their right of first refusal and maintain their affordable housing because of the following reasons:

## Correspondence #1 - June 22, 2026

- The N13 process effectively allows landlords to evict tenants when vacant possession is not actually necessary to do repairs, creating a semi-legal method for landlords to evict tenants to raise rents.
- Difficulty to find short term lease at the same rent while renovations take place (the reality is tenants will not be able to find similar rents when they re-enter the market). ACORN most commonly sees renovation timelines of 6-12 months - current compensation requirements will not come close to covering this period.
- Tenant support organizations and cities in Ontario (except those that have recently passed bylaws) have no way of finding out which tenants are being renovicted unless tenants reach out to them; if tenants do reach out, it is often done too late to provide effective support and prevent predatory eviction.
- LTB adjudicators that receive N13s that say landlords have gotten all necessary approvals tend to not question whether or not they have actually received these approvals and win eviction orders even when renoviction is unjustified.
- Renovations to a unit can function to make housing unlivable for other tenants, and can be used as a tool to encourage other tenants to move out voluntarily.
- The Residential Tenancies Act doesn't establish a clear process that enables tenants to re-occupy their rental units at the same terms as their original rental agreement once renovations are complete.
- Challenge of staying on top of the landlord's renovations to ensure the Right of First Refusal.
- Financial costs of moving twice (moving out, moving back, potential storage costs, paying first & last month's rent somewhere else).
- If the Right of First Refusal is revoked or lost, tenants have no legal ability to get their unit back. They're then stuck paying the new inflated rent elsewhere.
- The landlord can be fined and the tenant could be awarded compensation, however, this almost never happens. [The LTB has only issued 13 fines for bad faith evictions since 2020 and only 4 landlords have paid their fines.](#)

### Key elements of a renoviction bylaw:

- The landlord is required to file an application with the City for a renovation licence within seven days of issuing an N13 notice to a tenant.
- The application for a renovation licence must include supporting documentation including a building permit, a report from a qualified person (engineer) that states that vacant possession is required and a copy of the N13 notice.
- The landlord must provide either a temporary alternative accommodation or compensation to the tenant for the duration of the renovation.
  - Support for moving costs when tenants move to their temporary accommodations and when they return to their current unit after renovations.
  - Any temporary alternative accommodation must be comparable to the tenant's current unit during the period of repair.
  - Compensation is determined to be in an amount equal to the difference between the rent rate currently paid by the tenant for the unit being renovated and the Average Asking Rent of a Rental Housing Unit with the same number of bedrooms as the tenant's current unit.
- The landlord shall provide details to the City of the arrangement that has been

# Correspondence #1 - June 22, 2026

- made, prior to receiving a renovation licence.
- A landlord may be subject to enforcement for failing to comply with the provisions of the by-law including escalating fines.

## Response to Arguments Against Local Protections

Below is ACORN's response to the main arguments laid out by those who do not want to see renovation bylaws move forward:

### 1. Our City doesn't have that many renovations

If all your city is basing this statement on is data from the LTB then that is very incorrect. The majority of N13 eviction notices are never filed at the LTB and, therefore, are not tracked or captured in provincial data. [In a 2026 report done by Ottawa ACORN](#), they found that only 4.7% of the community reports of renovation that ACORN tracked resulted in N13s being filed at the LTB.

### 2. The Province's Bill 97 already addresses bad faith evictions

Bill 97 doesn't include requirements for temporary accommodations, rent gap payments, moving cost assistance and most other elements that a municipal bylaw would cover. Moreover, despite being announced more than 2 years ago, the aspect of the bill that would have required landlords to seek an assessment by a professional confirming that vacancy was required for renovations is still not in effect. All the bill does is require landlords to keep tenants informed of timelines and delays during the renovation process. This is incredibly insufficient.

### 3. Claims jurisdictional issues and that the Hamilton and Toronto bylaws are untested.

Multiple legal clinics and law firms (including [ACTO](#) and [Raven Law](#)) have written memos explaining how municipal renovation bylaws would complement, not contradict, provincial regulations. While Hamilton and Toronto bylaws are new, they are based on the successful policy from New Westminster, BC which was enacted in 2019. [Their bylaw reduced renovations from 333 to zero.](#)

### 4. Renovation protections may lead to more landlords pursuing N12 evictions for personal use.

Even if this were true (and there is little evidence currently to support this), the City's response shouldn't be to do nothing. The result would be that both evictions continue to increase dramatically.

In ACORN's experience, most renovations take place in buildings. It is harder for a landlord to evict a tenant of a multi-unit residential building using an N12 (ie. eviction because the landlord or their immediate family wants to move in). However, landlords certainly still try. [The Province of BC recently banned personal use evictions in buildings with over 5 units.](#) The City of Ottawa could advocate to the Province of Ontario that they follow a similar approach and consider municipal options during the development of a renovation bylaw.

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## 5. Cost of renovation license would stifle necessary renovations and redevelopment

Landlords are still able to renovate their units in cities that have passed renoviction bylaws. Most necessary repairs can happen while the tenant remains in their unit. This would not require the landlord to obtain a renovations license. However, if renovations were shown to require vacancy, the landlord can still do the renovations under the condition that tenants are supported while they are temporarily displaced and that their right to return at the same rent is protected.

The current system incentivizes landlords to neglect repairs and use it as justification for renovations that are often cosmetic in nature so they can evict the tenant and raise rents. Instead of allowing this to continue, the City should strengthen its property standards bylaws that are meant to require landlords keep their units in a good state of repair. This was the approach that the City of Hamilton chose to undertake with their [‘Safe Apartments Bylaw’](#) (passed at the same time as their renoviction bylaw) that is similar to Toronto’s [‘RentSafeTO’](#) program that’s been in place since 2017.

## 6. No money in the city budget or capacity in the bylaw department

Inaction will cost the City more in the long run. Ensuring tenants are able to maintain their affordable housing saves the City money by reducing costs resulting from increased homelessness, strains on our healthcare system, and the impacts of deteriorating mental health and addiction in the community.

## 7. Recommends tenant education and provincial advocacy as a better alternative

If tenants’ rights are weak (as they are now) then educating tenants on their rights alone won’t have a significant impact on reducing renovictions. Even if tenants are more informed on their rights (which is something ACORN does all the time), tenants are still on the hook for:

- Finding temporary housing at much higher rents
- Paying for moving costs
- Tracking their landlord’s progress on the renovations
- Becoming a private investigator to look for signs that their landlord may be trying to rent out their unit to someone else (ex. Driving by their old home, searching ads on Kijiji, Facebook marketplace etc - this can become a full time job)
- Going through a lengthy and sometimes costly legal process that will not result in tenants getting their unit back

Premier Doug Ford has had many years to stop renovictions and his government hasn’t. There is no desire from the Province to maintain affordability in rental housing and to stop no fault evictions. This is why municipalities across Ontario have stepped up to the plate to protect tenants.

Sincerely,

## Correspondence #1 - June 22, 2026

Ontario ACORN

Contact:

613 746 5999 ext 3

[ontario@acorncanada.org](mailto:ontario@acorncanada.org)



Friday, May 22, 2026

Sent via Email: [randi.kalar@sarnia.ca](mailto:randi.kalar@sarnia.ca)

Randi Kalar  
Assistant City Solicitor  
City Hall  
255 Christina St N.  
Sarnia, ON N7T 7N2

Dear Ms. Kalar,

## **RE: Protecting Sarnia's Residents from Renovictions**

I am writing to express the Advocacy Centre for Tenants Ontario's (ACTO) strong support for the creation and drafting of a renoviction by-law at the City of Sarnia that mirrors the anti-renoviction by-law first approved by the City of Hamilton, followed by Toronto, and most recently in Mississauga.

The renovation bylaws of these municipalities serve as a prime example of the actions that are needed in cities like Sarnia to fight renovictions and protect local residents. The most important requirements that a bylaw would include are: a 3rd party to approve that vacant possession is necessary to conduct the repairs, that rent gap payment option to minimize delays for the repair and renovation, and an information program for landlords and tenants. The bylaws in these cities represent the gold standard for any municipality whose goal is to ensure that their residents are protected from bad faith evictions and that their existing affordable housing stock is not further eroded through the financialization of housing.

ACTO has a provincial mandate to advance and protect the interests of low-income tenants on issues that affect their ability to access and maintain decent homes for themselves and their families. This is accomplished through our research and policy work, systemic litigation, law reform, community development, and public legal education services. With respect to renoviction bylaws, municipalities have sought our assistance as a subject matter expert including OMSSA where we will be a guest speaker.

## Correspondence #1 - June 22, 2026

### Sarnia has been Facing an Affordability Crisis for Many Years

As you know, the housing and homelessness challenges facing Sarnia centers on the continuing loss of its affordable housing stock resulting in the rise in rental rates and increasing number of unsheltered residents. In 2024 a person would need to have [1.3](#) minimum wage jobs in order to afford a one-bedroom apartment in Sarnia. This is a result of a [58% increase](#) in the price of a one-bedroom apartment between 2015 to 2025, nearly double the rate of inflation. This follows wider provincial trends with an estimated [85,000](#) people experiencing homelessness in 2025, along with a [72%](#) increase in homelessness for Ontarians receiving OW and ODSP since 2019. There has been a [300% increase](#) in renovictions between 2017 and 2022, with a quarter of them committed by corporate landlords.

For longtime residents, renovictions has become an ever-increasing threat from new landlords who come from outside of the community buying up property in Sarnia. These landlords take advantage of provincial laws and raise rents when units are turning over between tenants, without any restriction. Typically, they target multi-residential buildings that have fewer than 200 units.

One example is a corporate landlord named [EQB](#), a familiar name in Sarnia. It owned property in Mississauga. When their tenants experienced a small kitchen fire, they were forced to live in a family shelter for many months with the landlord refusing to make the necessary repairs. Although an N13 (notice of termination for repairs and renovation) was not involved the intent to remove a sitting tenant through fraudulent promises of renovating the unit is a similar method with the goal of renting out the vacant unit at a higher market rent.

This landlord was never sufficiently penalized for this action and repeated this tactic against over a dozen tenants in [this community](#) a decade later where they locked out a group of tenants living at 721 EarlsCourt Drive after a fire occurred in one unit. Residents were served with no legal notices, and the landlord presented no documents. Even after renovations were completed, residents were still locked out of their homes.

The majority of those living at the EarlsCourt Drive apartments are individuals living on a low income and, without the affordable rent they are paying, could not afford to rent a place to live at all. These are Sarnia's most vulnerable residents who were forced to deal with renovictions by an out-of-town landlord preying on at risk individuals, and the story is similar for many others who are renovicted from their homes.

A strong renovation by-law would be a serious deterrent against such activity. The landlord would not be able to delay performing the necessary repairs and the tenants would be armed with information on their legal rights.

We support the following principles with respect to a renovation by law:

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- **Rehousing and Rental Assistance:** The key legislative pieces within the Hamilton, Mississauga, and Toronto renovictions by-law that will reduce the amount of renovictions is to obligate landlords to rehouse tenants and to provide rental assistance. This would curb the behaviour of landlords like GTA based EQB who force tenants out and leave them to pick up the bill during renovictions. This was a proven deterrent in New Westminster, British Columbia, which solved its renovation problem with this kind of approach. With renovictions reduced, the city's financial estimates on running the program will similarly be reduced.
- **Including Small Buildings and Houses:** Renovictions are popular among smaller buildings, especially those not subject to the Rental Standards Program. A new by-law covering renovictions must be universal for rental units and not shield smaller buildings and homes from the legislation.
- **Qualified Person:** A licensed professional that has the appropriate qualifications to provide an unbiased opinion on whether vacant possession of a rental unit is necessary to perform the renovation or repair.
- **Full Disclosure to Tenants:** Tenants should be aware once a building permit has been acquired with the intention of serving an N13. This information must include information of the process, where they can obtain legal advice, the steps required in the by-law for a good faith renovation and how to identify if it is being conducted in bad faith.

Toronto, Mississauga, and Hamilton's renovation by-laws, itself influenced by a widely successful anti-renovictions by-law from New Westminster, British Columbia, are an essential model for ending the outsized role that renovictions play in Sarnia's broader housing crisis. It is essential because it both eliminates renovation scams from dishonest landlords while allowing honest landlords to carry out improvements on their property. By taking meaningful action on renovictions that mirror Toronto, Mississauga, and Hamilton, Sarnia can help prevent both the further loss of affordable housing stock and having more families uprooted from their homes and communities and into Sarnia's ever-increasing housing crisis. This by-law is exceptionally urgent, and the municipality cannot afford to miss this opportunity to protect its housing supply and the overall well-being of its residents.

### The Protections in the Residential Tenancies Act Have Proven to Be Inadequate

The province passed Bill 97 three years ago with provisions that were intended to protect tenants from renovictions. This year, certain provisions of the Bill will become enforced including notices that inform the tenant about the progress of the repair or renovation and increases in fines. However, a key provision remains unenforced which is the requirement for a qualified person to produce a report stating that vacant possession is necessary. The enacted provisions of Bill 97 therefore continue to place the burden of enforcement on those who were renovicted from their home. This is the status quo.

The status quo relies on complainants putting forth their concerns to the Landlord and Tenant Board ("LTB"), which has failed to deliver justice for tenants who have to wait for

## **Correspondence #1 - June 22, 2026**

[up to 2 years](#) for a resolution of their tenant's rights application. When tenants finally have their application heard, the LTB has proven to be ineffective in meting out punishment against unscrupulous landlords. From 2020 to 2023, only [4 out of 13](#) landlords who were ordered to pay fines by the LTB for evicting tenants for "bad faith evictions", like renovictions, actually paid those fines. Moreover, when and if bad actors are identified, the fines issued are an insufficient deterrence because they never approach the maximum fine allowable. In conclusion, tenants need an effective municipal renovation bylaw that addresses the shortcomings in Bill 97.

### **Landlords Will Still Continue to Make Necessary Repairs and Renovations**

It is a common myth perpetuated by actors who are opposed to bylaws restricting renovictions that these bylaws will result in landlords not being able to make genuinely necessary renovations. This is not true, numerous municipalities have adopted bylaws regarding renovictions, including regions with outdated buildings. There has been no substantial evidence presented that introducing bylaws regulating renovictions would result in rental units not being repaired. Renovictions of aging buildings result in loss of affordable housing, which is detrimental to the already strained housing market.

In fact, landlords have an obligation under the Residential Tenancies Act to maintain their buildings in a good state of repair and fit for habitation. This obligation exists regardless of the amount of rent they receive, the age of the building, or how long their tenants have been living in their rental unit. Many tenants live in buildings that need repairs and these will continue to be done. Renoviction bylaws are about protecting tenants and ensuring that their rights are respected by their landlords. Slower renovations, going step-by-step, allow for a balance between maintenance and affordability. This results in tenants who are able to better exercise their rights to their rental units while living in affordable housing which is properly maintained.

Under the current regime landlords like EQB can renovict and not even perform the renovations that they promised they would do. One family at the Earls court apartments came back to find their apartment flooded with an insect infestation while it was supposedly under renovation. Renoviction bylaws and a proper licensing regime serves to keep landlords in check and protect families in Sarnia.

### **Rental Renovation Licensing By-law Has Proven to be Effective**

Toronto implemented a renoviction bylaw that took effect on July 31<sup>st</sup>, 2025, what we saw leading up to the day it took effect were fewer calls regarding renovictions. In New Westminster, the first jurisdiction to implement anti-renoviction bylaws in the country, there were 300 renovictions in the three years prior to the implementation of the bylaw. In the following year after the bylaw was in force, there were none. Renovations continued and tenants were allowed to remain in their rental units. This kept the current affordable housing stock and prevented the tenants from having to move to less affordable units.

## Correspondence #1 - June 22, 2026

More recently Hamilton reported that they experienced an [80%](#) decrease in renovation filings since its bylaw was introduced. There were 119 renovation applications in 2024, reduced to only 23 in 2025. This decrease can be directly attributed to Hamilton's strong renovation bylaw which protected its residents.

London introduced their renovation bylaw last year and it came with a serious loophole that allowed landlords to avoid the law by exploiting a provision that exempts demolitions or renovations that convert the apartment into a commercial business space. We would urge the city of Sarnia to adopt the strong protections in Hamilton's bylaw and not repeat the mistakes that have allowed landlords to continue to take advantage of tenants in London.

### **No Reason to Delay Implementation**

According to data collated by [ACORN Canada](#) for every 1 affordable housing unit constructed, 11 are lost. Every delay results in more renovations and less affordable housing stock for the people who need it most. This is a very real and pressing concern for the residents of Sarnia as out of control non-local landlords like EQB are actively renovating Sarnia residents from their affordable homes at this moment. Every delay is pushing low-income residents of Sarnia closer to homelessness and increasing the ever-growing affordability crisis in the city.

In the case of Mississauga who just passed their renovation bylaw on April 1st, their bylaw includes assistance in the forms of financial compensation and covering moving expenses. More importantly, that city recognized the impact of renovations on their residents and chose to expedite implementation to begin on September 1, 2026. We urge the municipality to move forward with a strong rental renovation license bylaw that can be immediately implemented.

### **Advocacy Centre for Tenants Ontario**

per:



Douglas Kwan  
Director of Advocacy and Legal Services





**ENGINEERING AND OPERATIONS  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: David Jackson, General Manager of Engineering and Operations  
DATE: June 22, 2026  
SUBJECT: 10-2026 – Ontario Street Reconstruction – Contract Award

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**Recommendation**

It is recommended:

1. That Sarnia City Council accept the tender submitted by Clarke Construction Inc. for Contract 10-2026 – Ontario Street Reconstruction, in the amount of \$505,238.40 including the non-rebatable portion of HST; and
2. That Sarnia City Council authorize the Mayor and Clerk to sign the necessary agreements.

**Background**

This project will reconstruct Ontario Street from Russell Street to Gibson Street. Ontario Street has a combined sewer that needs to be separated. The project includes new road, curb and gutter, sidewalk, storm and sanitary. This project is part of the Disaster Mitigation and Adaptation Funding (DMAF) program.

Sarnia has committed to separating the remaining combined sewer systems within the city. Sewer separation leads to a reduction in basement flooding risk and a reduced environmental impact from sewer overflows.

# Correspondence #2 - June 22, 2026

Figure 1 – Ontario Street Project Limits



## Comments

### [10-2026 Ontario Street Reconstruction](#)

The tender closed on May 21, with five bids received. The bid packages were reviewed with Engineering, Purchasing and Legal staff.

All submissions are summarized as follows:

<b>Proponent</b>	<b>Cost including Non-rebateable HST</b>
Clarke Construction Inc.	\$505,238.40
Schouten Excavating Inc.	\$572,018.40
BKT Excavating Ltd.	\$611,545.80
Titan Group Construction Inc.	\$619,690.92
Industrial Trades Group	\$950,775.45

Clarke Construction Inc. completed the Vidal and Brock Street Reconstruction project in 2023.

## Correspondence #2 - June 22, 2026

### Consultation

City of Sarnia Finance, Legal and Engineering staff were consulted in preparation of this report.

### Financial Implications

The total cost of the selected vendor is \$505,238.40 including non-rebateable HST. This project will be funded from the council approved Combined Sewer Separation Capital Budget.

<b>Component Budget Available</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
\$700,000	\$600,000	\$505,238.40

Reviewed by:

David Jackson  
General Manager of Engineering and  
Operations

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Robert Williams, Construction Manager.

Attachments: None





**COMMUNITY SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Adam MacDonald, General Manager of Community Services  
DATE: June 22, 2026  
SUBJECT: 26-02 Clearwater Ball Diamond #1 Upgrades – Contract Award

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**Recommendation**

It is recommended:

1. That Sarnia City Council accepts the tender submitted by Van Roestel Contracting Ltd. with a contract value of \$507,573.27 including non-rebateable HST, for upgrades to the fencing, ball diamond surfaces and lighting and drainage systems at Clearwater Ball Diamond #1; and
2. That Sarnia City Council authorize the Mayor and Clerk to sign the necessary agreements.

**Background**

On June 3, 2024, Council approved the Clearwater Master Plan. The final plan recommended improvements to not only the inside of Clearwater Community Centre but also the outdoor area in Clearwater Park consisting of four ball diamonds, a sports court, a pavilion, and a public washroom.

This tender represents the first major outdoor enhancement of the masterplan to improve the highly utilized Ball Diamond #1 to enhance player experience and safety. The project entails removal of existing fencing and installation of new fencing and backstop, a new LED lighting system, drainage improvements, and the installation of a clay surface.

**Comments**

[26-02 Clearwater Ball Diamond #1 Upgrades](#)

The request for tender closed on June 3, 2026, with five bids received. The bid packages were reviewed with Procurement staff.

One bid was rejected as non-compliant in accordance with the bid requirements.

## Correspondence #3 - June 22, 2026

The submissions are summarized as follows:

<b>Proponent</b>	<b>Cost including Non-rebateable HST</b>
Van Roestel Contracting Ltd.	\$507,573.27
Southwest Fence and Decks Limited	\$588,553.25
Titan Group Construction Inc.	\$592,932.93
Jay Fencing Ltd.	\$1,016,735.04

### Consultation

The following personnel groups were consulted in the award recommendation:

- Staff from the Community Services Division

### Financial Implications

The total cost of the selected vendor, Van Roestel Contracting Ltd., is \$507,573.27 including non-rebateable HST, which will be funded from the Clearwater capital account (7503).

<b>Budget</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
\$600,000	\$600,000	\$507,573.27

Reviewed by:

Adam MacDonald  
General Manager of Community  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Selina Blais, Manager of Community Services Administration.

Attachments:

- None



**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council

FROM: Emma Nicholson, City Solicitor  
David Stockdale, General Manager of Corporate Services

DATE: June 22, 2026

SUBJECT: Amendment to Municipality Contribution Agreement between the OLG and the City for Hiawatha Horse Park Gaming Site at 1730 London Line

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**Recommendation**

It is recommended:

1. That Sarnia City Council approves the Amendment to the Municipality Contribution Agreement between The Corporation of the City of Sarnia and Ontario Lottery and Gaming Corporation relative to the Hiawatha Horse Park gaming site located at 1730 London Line; and
2. That Sarnia City Council authorizes the Mayor and the Clerk to execute the By-Law and Amendment to the Municipality Contribution Agreement.

**Background**

On May 27, 2019, Sarnia City Council passed a resolution in support of a gaming site at the Hiawatha Horse Park for up to 150 slot machines, which would provide the City, as host Municipality, to have access to funds which may be used, at the discretion of the Mayor and Council, for municipal purposes.

On December 9, 2019, Sarnia City Council approved the Municipal Contribution Agreement between the City of Sarnia and Ontario Lottery and Gaming Corporation (OLG).

On January 10, 2020, the Mayor and the Clerk on behalf of the City entered into a Municipality Contribution Agreement with the Ontario Lottery and Gaming Corporation (Attachment #1).

**Comments**

The OLG is proposing to amend the contribution agreement with the City to establish that, in addition to the revenue generated under the agreement, the

## Correspondence #4 - June 22, 2026

City would receive a share of the revenue generated from the introduction of sports betting at Gateway Casinos Sarnia (either via a Sportsbook or Sports Betting Kiosks). This would result in an additional Annual Contribution amount equal to four per cent of the sports betting revenue generated during each operation year.

While there are currently no confirmed dates for the introduction of sports betting at the Sarnia casino, the OLG has been advised that the operator is considering this addition across its casino locations and feels that this is an opportune time to advance the necessary processes.

This agreement is included in the By-Law portion of the Agenda.

### **Consultation**

The Director of Finance was consulted in the preparation of this report.

### **Financial Implications**

Under the current agreement, the City receives a financial contribution for municipal purposes ranging from 5.25 per cent of the first \$65 million to 0.50 per cent for amounts greater than \$500 million of Electronic Games Revenue generated from the location in an operating year.

The proposed amendment to the agreement would add 4.00 per cent of Sportsbook Revenue, if any, generated during the operating year, if sports betting is introduced at the Sarnia casino.

Reviewed by:

David Stockdale  
General Manager of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Randi Kalar, Assistant City Solicitor.

Attachment:

- Municipality Contribution Agreement dated January 10, 2020

# Correspondence #4 - June 22, 2026

## MUNICIPALITY CONTRIBUTION AGREEMENT

THIS AGREEMENT is made as of

10 / 01 / 2020  
day/month/year

**B E T W E E N:**

**ONTARIO LOTTERY AND GAMING CORPORATION**, a statutory corporation established under the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario) with its head office located at 70 Foster Drive, Suite 800, Sault Ste. Marie, ON P6A 6V2 and its corporate office located at 4120 Yonge Street, Suite 420, Toronto, ON M2P 2B8, facsimile number 416-224-7003

(hereinafter referred to as “**OLG**”)

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF SARNIA**, with its administrative office located at 255 Christina Street North, Sarnia, ON N7T 7N2

(hereinafter referred to as the “**Municipality**”)

OF THE SECOND PART

**WHEREAS** OLG has the authority to conduct and manage lottery schemes within the meaning of subsection 207(4) of the *Criminal Code* (Canada) and subject to the *Gaming Control Act, 1992* (Ontario), including Electronic Games and Live Table Games;

**AND WHEREAS** OLG intends to conduct and manage a gaming site at 1730 London Line, Sarnia, ON N7W 1A1 (the “**Location**”);

**AND** whereby the parties acknowledge it would be in the public interest for the host Municipality of the Location to have access to funds which may be used, at the discretion of the Mayor and Council, for municipal purposes;

**NOW THEREFORE** in consideration of the respective covenants and agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto) the parties agree as follows:

### 1. Definitions

As used herein, including the foregoing recitals, the following terms shall have the respective meanings indicated below:

- (a) “**Agreement**” has the meaning set forth in the recitals to this Agreement;

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- (b) “**Annual Contribution**” has the meaning set forth in Section 3(a);
- (c) “**Annual Contribution Quarterly Payment**” has the meaning set forth in Section 4(a);
- (d) “**Casino Games**” means Electronic Games, Live Table Games and such other casino games and promotional schemes that are, in each case, conducted and managed by OLG from time to time during the Term at the Location;
- (e) “**CRP**” has the meaning set forth in Section 5;
- (f) “**Effective Date**” means day/month/year or such later date as OLG may specify;
- (g) “**Effective Date of Termination**” has the meaning set forth in Section 2;
- (h) “**Electronic Games**” means all electronic gaming devices, including but not limited to reel-type and video-type slot machines, electronic table games and dealer assisted electronic games, in each case, whether or not a live dealer is present to enable or control game play;
- (i) “**Electronic Games Revenue**” means, for any period, the sum of net revenue generated from Electronic Games at the Location, calculated in accordance with International Financial Reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Electronic Games Revenue will only include net revenue generated from the Electronic Games at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location in the Municipality;
- (j) “**Live Table Games**” means games operated by a live dealer at a single gaming table, but excluding Electronic Games;
- (k) “**Live Table Games Revenue**” means, for any period, the sum of net revenue generated from Live Table Games at the Location, if any, calculated in accordance with International Financial Reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Live Table Games Revenue will only include net revenue generated from the Live Table Games at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location in the Municipality;
- (l) “**Location**” has the meaning set forth in the recitals to this Agreement;
- (m) “**Operating Year**” means each period from April 1<sup>st</sup> to March 31<sup>st</sup> inclusive, during the Term, to the end of the Term, except that the first Operating Year shall be the period beginning on the Effective Date and ending on the following March 31<sup>st</sup> and if this Agreement shall be terminated effective on a date other than March 31<sup>st</sup> in any year, then the period from April 1<sup>st</sup> of the calendar year in which such termination

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occurs (or April 1<sup>st</sup> of the immediately preceding calendar year if the date of termination occurs in January, February or March) to such effective date of termination shall be treated as an Operating Year;

- (n) “**Overpayment**” has the meaning set forth in Section 4(c);
- (o) “**Term**” means the period of time referred to and described in Section 2 hereof.

### 2. **Term and Termination**

The term of this Agreement (the “**Term**”) will become effective on the Effective Date and will terminate at the earliest of:

- (a) the date on which all Casino Games are no longer conducted and managed by OLG in the Municipality at the Location;
- (b) the date on which any license, permit, approval, consent and/or other permission that may be required for the continued use and operation of the Casino Games at the Location in the Municipality is no longer available, becomes invalid or ceases to have effect;
- (c) the effective date of written notice of termination provided by OLG to the Municipality, in the event that Casino Games continue to be conducted and managed by OLG in the Municipality at the Location, which effective date must be specified by OLG in such notice; provided, however, that such effective date shall be at least 30 days following the date of such notice. OLG will endeavour to provide more than 30 days’ notice, and, where not practicable to do so and OLG has commenced conducting and managing Casino Games at the Location, OLG shall:
  - (i) explain, in said notice, why it is not practicable to do so, subject to any confidentiality concerns, as well as setting out in such notice the length of the time period equal to the difference between: (A) 365 days; and (B) the number of days’ notice actually given by OLG. For greater certainty, such time period shall not exceed 335 days; and
  - (ii) pay to the Municipality, in accordance with the timelines in Section 4, amounts which aggregate OLG’s estimation of the Annual Contribution Quarterly Payment(s) that OLG would have paid in respect of the time period referred to in subsection 2(c)(i) above had this Agreement not been terminated in accordance with this Section 2(c); and
- (d) the date mutually agreed to in writing between OLG and the Municipality

(the “**Effective Date of Termination**”).

For greater certainty, OLG or the Municipality shall be able to provide written notice to the other party of the circumstances in (a) and (b) above without triggering the compensation mechanisms set out in subsection (c) above.

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### 3. Payments

- (a) Where OLG has commenced conducting and managing Casino Games at the Location, then, during the Term and subject to the terms and conditions of this Agreement, the Municipality shall be entitled to receive from OLG in respect of each Operating Year the amount (the “**Annual Contribution**”) equal to the sum of **A + B**, where:

**A** is the aggregate (without duplication) of:

- (i) 5.25% of the first \$65 million of Electronic Games Revenue generated in such Operating Year; plus
- (ii) if the Electronic Gaming Revenue is greater than \$65 million, 3.00% of the next \$135 million of Electronic Games Revenue, if any, generated in such Operating Year; plus
- (iii) if the Electronic Gaming Revenue is greater than \$200 million, 2.50% of the next \$300 million of Electronic Games Revenue, generated in such Operating Year; plus
- (iv) if the Electronic Gaming Revenue is greater than \$500 million, 0.50% of any additional Electronic Games Revenue generated in such Operating Year; and

**B** is 4.00% of Live Table Games Revenue, if any, generated during such Operating Year.

- (b) Following the Effective Date, in the event any additional taxes, charges, conditions or requirements are imposed by the Municipality on OLG in respect of the continued operation of the Casino Games at the Location in the Municipality, the Municipality acknowledges and agrees that OLG shall be entitled to amend the calculation of the Annual Contribution in a way that may reduce the Municipality’s entitlement. For greater certainty, the Annual Contribution for the first Operating Year shall be calculated based on Electronic Games Revenue and Live Table Games Revenue generated as of the Effective Date.

### 4. Timing and Calculation of Payments

- (a) Subject to Section 4(b), within twenty-one (21) days of the end of each Operating Year quarter during the Term, OLG shall pay to the Municipality the portion of the Annual Contribution (the “**Annual Contribution Quarterly Payment**”) to which the Municipality is entitled for such Operating Year quarter. In calculating the portion of each Annual Contribution Quarterly Payment derived from Electronic Games, OLG will notionally aggregate all Electronic Games Revenue generated during such Operating Year in order to apply the correct percentage set out in Section 3(a). OLG will provide access to its most current audited consolidated financial statements once such are made public by the Ministry of Finance in public accounts.

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For example and by way of illustration only, Exhibit A to this Agreement sets out a sample calculation of the Annual Contribution.

- (b) In respect of the Operating Year quarter in which this Agreement is terminated, OLG shall pay to the Municipality the Annual Contribution Quarterly Payment to which it is entitled: (i) in the ordinary course, in the event the Effective Date of Termination of this Agreement occurs after the date that is twenty-one (21) days following the end of an Operating Year quarter; or (ii) within fifteen (15) days of the Effective Date of Termination, in the event Effective Date of Termination is on or before the date that is twenty-one (21) days following the end of an Operating Year quarter.
- (c) At any time and from time to time during an Operating Year and up to the date that is 60 days after the last day of such Operating Year, in the event OLG determines that there has been an overpayment (“**Overpayment**”) by OLG to the Municipality of any Annual Contribution Quarterly Payment in such Operating Year, the Municipality acknowledges and agrees that OLG may deduct and set off the full amount of such Overpayment from future Annual Contribution Quarterly Payment(s) or, if there are insufficient future Annual Contribution Quarterly Payments to fully set off such Overpayment, the Municipality will promptly reimburse OLG for the full amount of such Overpayment (or the remaining amount thereof not already deducted as set-off). OLG will use its commercially reasonable efforts to effect any deduction and set-off pursuant to this Section 4 in a manner that recognizes the Municipality’s desire to realize reasonable continuity in cash flow associated with the Annual Contribution.

### 5. **Community Recognition Program**

- (a) During the Term, the parties will collaborate in good faith to design and jointly implement the CRP for the promotion of the positive impact of the Annual Contribution on the Municipality and to promote and communicate to the public decisions made and initiatives taken by the Municipality regarding the deployment or other allocation of the Annual Contribution for municipal purposes.
- (b) It is expected that the CRP will include, at a minimum, one community event during each Operating Year during the Term, discussions and meetings on a regular basis between the appropriate representatives of each party relating to spending, allocation and deployment of the Annual Contribution, the allocation of responsibilities and obligations in respect of the development, operation and/or other activities and initiatives of the CRP, including but not limited to any program management functions to be performed by each party.
- (c) The Municipality will cooperate reasonably with OLG to facilitate messaging and communication of the CRP and its mandate. The Municipality will comply with all reasonable initiatives and requests proposed by OLG to the Municipality from time to time relating to the CRP and its initiatives, including but not limited to branding, marketing and public acknowledgements in respect of funding by OLG.

- (d) The Municipality will ensure that its marketing and advertising materials are not false, misleading or deceptive, do not portray OLG or customers of the Location or the general public in a disparaging manner, and that such marketing and advertising materials are in compliance with the marketing and branding guidelines which OLG communicates to the Municipality from time to time. In the event the Municipality does not comply with OLG's marketing and branding guidelines, OLG may thereafter require the Municipality to submit all proposed advertising and marketing materials in relation to the matters set out herein to OLG for its review and approval not less than 15 business days prior to the expected use or distribution of such materials.

### **6. Amendment and Restatement; Entire Agreement**

This Agreement constitutes the entire agreement between the Municipality and OLG with respect to the matters herein and, without limiting the foregoing, amends and supersedes all prior agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect thereto.

### **7. Further Assurances**

The parties agree to do, or cause to be done, all acts or things and execute all such further documents as may be necessary to implement and carry into effect this Agreement to its full extent.

### **8. Normal Costs of Development**

The parties acknowledge and agree that nothing herein shall operate to fetter any legislative or quasi-judicial jurisdiction of the Municipality, and in particular, it is understood and agreed by the parties that this Agreement does not preclude the Municipality from imposing upon occupants, owners or developers of the property at which the Casino Games are located, normal development related costs (including but not limited to the costs of infrastructure improvements under local or regional jurisdiction) arising from the Casino Games in the same manner and to the same extent as may be imposed by the Municipality on other occupants, owners or developers of land within the Municipality, and further that this Agreement does not preclude the Municipality from imposing such taxes, fees, charges, conditions or other requirements as may be imposed in accordance with applicable law upon owners, occupants, developers, properties or businesses in the Municipality (including, without limitation, realty taxes, development charges, conditions of site plan approval and sewer and water charges).

### **9. No Liability of OLG**

The Municipality acknowledges and agrees that none of OLG and any provincial agency, ministry or crown corporation, nor any of their respective officers, directors, employees, agents or representatives shall be liable to the Municipality for or in respect of any claims (including but not limited to claims based in contract, tort or negligence, active or passive), any cause of action, demands, losses, liabilities or damages whatsoever (including but not limited to consequential, exemplary, special, punitive and indirect damages) arising out of, in respect of, or relating indirectly or directly to this Agreement, the Casino Games, the operation, cessation of operation or malfunction

## Correspondence #4 - June 22, 2026

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of any systems or equipment, or any injury to or death of any person. Furthermore, the Municipality releases OLG from any and all losses in respect of the foregoing.

### 10. Notice

Any notice or other communication permitted or required to be given by OLG to the Municipality shall be given by either posting the same by prepaid registered mail or by facsimile addressed to the Municipality at the address or facsimile number, as applicable, appearing in this Agreement or by personal delivery to the Municipality. Any notice or other communication permitted or required to be given by the Municipality to OLG shall be given by either posting the same by prepaid registered mail or by facsimile addressed to OLG at the following address or facsimile number, as applicable: 4120 Yonge Street, Suite 420, Toronto, ON M2P 2B8, facsimile number 416-224-7003. Any notice posted by pre-paid registered mail shall be deemed to have been received on the third business day following such mailing and any notice personally delivered or sent by facsimile shall be deemed to have been received at 5:00 p.m. on the day so delivered or sent by facsimile (if such day is a business day and if such notice is sent prior to 5:00 p.m. on that day, and if not, on the next following business day). During periods of a postal strike or of a general interruption of postal services, any notice shall be given by personal delivery or facsimile hereunder and shall be deemed to have been received on the second business day following posting of the same.

### 11. Relationship of Parties

OLG acknowledges the Municipality's role as a host municipality of the Casino Games at the Location. The Municipality acknowledges and agrees that the Municipality is not an employee, agent or representative, joint venturer, or partner of OLG, and the Municipality shall not represent itself to others as being authorized to assume, incur or create any obligation of any kind (express or implied) on behalf of (or in the name of) OLG or any other provincial agency, ministry or crown corporation, or purport to bind OLG or any other provincial agency, ministry or crown corporation in any respect. For greater certainty, the Municipality acknowledges that OLG has, and shall have, the sole right to determine, from time to time and at any time, the number and type of Electronic Games and Live Table Games operated at the Location.

### 12. Severability

If any covenant or term herein or the application thereof to any person or entity, or in any circumstance, to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to any person, event or circumstance, other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law, except that if on the reasonable construction of this Agreement, as a whole, the applicability of the other provisions presumes the validity and enforceability of the particular provision, the other provisions will be deemed also to be invalid or unenforceable.

### 13. Governing Law

This Agreement shall be interpreted and the rights of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario.

## Correspondence #4 - June 22, 2026

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### 14. Attornment

Each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

### 15. Recitals

The recitals to this Agreement form part thereof, and this Agreement is to be construed accordingly.

### 16. Time

Time shall in all respects be of the essence in this Agreement.

### 17. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

### 18. Disclosure

The parties acknowledge that OLG is a Crown Agency and that it is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, and that the Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, and that, as a result, each party is required to observe certain legislative obligations with respect to the disclosure or non-disclosure of information, whether to government agencies or ministries, members of the public, or otherwise.

### 19. Modifications

Excluding an amendment permitted under Sections 3(b) and 4(c), no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party providing such waiver, and will be limited to the specific breach being waived.

### 20. Assignment

No transfer, sale or assignment by the Municipality of this Agreement or the Municipality's rights hereunder is valid without the prior written consent of OLG.

### 21. Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

# Correspondence #4 - June 22, 2026

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## 22. Electronic Execution

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**ONTARIO LOTTERY AND GAMING CORPORATION**

Per: 

Name: Stephen Rigby

Title: President and CEO

I have the authority to bind OLG

**THE CORPORATION OF THE CITY OF SARNIA**

Per: 

Name: [•] MIKE BRADLEY

Title: [•] MAYOR

c/s

Per: 

Name: [•] DIANNE GOULD-BROWN

Title: [•] CITY CLERK

I/We have authority to bind the Municipality.

## Correspondence #4 - June 22, 2026

### EXHIBIT A

#### Calculation of Annual Contribution

For example and by way of illustration only: if the Electronic Games Revenue and Live Table Games Revenue for an Operating Year is \$650 million and \$100 million respectively and as further described in Table A below, then the applicable Annual Contribution for such Operating Year would be \$19,712,500:

**TABLE A**

	Electronic Games Revenue (in millions)	Live Table Games Revenue (in millions)	Annual Contribution Quarterly Payment (in millions)
Operating Year Quarter No. 1 (March 1 – June 30)	\$100	\$25	$[0.0525 \times \$65) + (0.03 \times \$35)] + [0.04 \times \$25]$ = \$5.4625
Operating Year Quarter No. 2 (July 1 – September 30)	\$175	\$22	$[0.03 \times \$100) + (0.025 \times \$75)] + [0.04 \times \$22]$ = \$5.755
Operating Year Quarter No. 3 (October 1 – December 31)	\$170	\$23	$[0.025 \times \$170)] + [0.04 \times \$23] = \$5.17$
Operating Year Quarter No. 4 (January 1 – March 31)	\$205	\$30	$[0.025 \times \$55) + (0.005 \times \$150)] + [0.04 \times \$30]$ = \$3.325
<b>Total</b>	<b>\$650</b>	<b>\$100</b>	<b>\$19.7125</b>



**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and Members of Council  
FROM: Emma Nicholson, City Solicitor  
David Stockdale, General Manager of Corporate Services  
DATE: June 22, 2026  
SUBJECT: Surplus Declaration – Portion of Centennial Park

---

**Recommendation**

It is recommended:

That Sarnia City Council declares surplus a portion of Centennial Park as identified in this report.

**Background**

Council is being asked to declare the identified lands contained within Centennial Park as surplus to the City's needs:



*Figure 1: Image identifying subject lands*

The Zoning for this specific area was amended in 2022 from Waterfront 1 (W1) to Waterfront 1-1 (W1-1) to permit additional uses. This amendment followed an application submitted by the Sarnia & District Humane Society (SDHS) to relocate to this area.

The zoning applications were deemed complete in March 2022. At its Public Meeting on June 6, 2022, Council approved Official Plan Amendment No. 38 and Rezoning Applications No. 17-2021-85 of 2002 to permit the development of

## Correspondence #5 -June 22, 2026

a new animal shelter facility and expand the permitted uses for the lands. However, this proposed use did not proceed.

Over the years, developers and other organizations have inquired as to whether lands within Centennial Park are available for sale or development opportunities.

### Comments

The Sale and Disposition of Land Policy defines 'surplus' as property the City no longer requires to meet its current or anticipated future needs having considered infrastructure, the need for transportation facilities, affordable housing, the value as a natural area, the support for arts education, etc. as outlined within the City's Official Plan and related policies.

Staff have determined that these lands meet the definition of surplus. However, an easement in favour of the City will be required to address existing underground infrastructure.

In addition to the surplus designation, the following considerations apply:

#### (A) PLANNING CONSIDERATIONS

The subject lands are contained within Centennial Park and are currently zoned Waterfront 1-1 (W1-1) under By-Law 85 of 2002. This zone permits the following uses:

<b>Permitted Uses for the Waterfront (W1) Zone</b>	
<ul style="list-style-type: none"> <li>- Accessory uses and buildings</li> <li>- Ancillary commercial</li> <li>- Art galleries</li> <li>- Auditoriums</li> <li>- Board sailing</li> <li>- Boat and ship repair establishments</li> <li>- Boat sales and service</li> <li>- Boat storage yard</li> <li>- Commercial recreation establishments</li> <li>- Community centres</li> <li>- Docking of display ships</li> <li>- Docking of float planes</li> <li>- Educational and heritage displays</li> <li>- Entertainment facilities</li> <li>- Existing terminal grain elevator</li> <li>- Fish and game farms</li> </ul>	<ul style="list-style-type: none"> <li>- Night clubs</li> <li>- Parking lots</li> <li>- Private and public open space / parks</li> <li>- Rail or water transportation terminals</li> <li>- Recreation facilities</li> <li>- Restaurants</li> <li>- Retail boutiques related to tourism activities</li> <li>- Scuba diving school</li> <li>- Storage and shipment of goods</li> <li>- Theatres</li> <li>- Theme park (commercial)</li> <li>- Tour boat operators</li> <li>- Transient docking</li> <li>- Warehousing</li> <li>- Water transportation terminal</li> <li>- Water treatment plant</li> </ul>

## Correspondence #5 -June 22, 2026

<ul style="list-style-type: none"> <li>- Hotels and motels</li> <li>- Lawfully existing uses</li> <li>- Marinas (public and private)</li> <li>- Marine supply establishments</li> <li>- Museums</li> </ul>	<ul style="list-style-type: none"> <li>- Winter berthing of ships</li> <li>- Yacht clubs</li> </ul>
<b>Permitted Uses for the Waterfront 1-1 Zone (additional to those above)</b>	
<ul style="list-style-type: none"> <li>- Accessory Uses and Buildings may include:               <ul style="list-style-type: none"> <li>a) A Grooming Salon</li> <li>b) Indoor/Outdoor Kennels</li> <li>c) A Veterinary Clinic</li> <li>d) A Self-Serve Dog Wash Station</li> <li>e) A Retail Store</li> <li>f) A Café</li> </ul> </li> <li>- Animal shelter and Humane Learning Centre</li> </ul>	

Any additional use would require a Zoning By-Law Amendment and/or Official Plan Amendment application. Section 3.2 of the Official Plan states that the following strategies shall be considered by the City in an effort to incentivize barrier-free and/or affordable housing:

“Consider affordable housing as a priority use for surplus City-owned land, and work with other levels of government to make surplus land available to providers of affordable housing at little or no cost.”

In accordance with the Sale and Disposition of Land Policy, Staff intend to solicit Expressions of Interest (EOI) from interested parties and can, with the direction of Council, include a request that applicants state whether they intend to use this property for affordable housing.

### (B) ENVIRONMENTAL CONSIDERATIONS

The subject 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. Additionally, the lands are located within the jurisdiction of the St. Clair Region Conservation Authority (SCRCA) and any future development would require consultation with same.

The City has existing underground infrastructure consisting of a 1500 x 135mm sewer running under the westerly portion of the lands, and a 200mm watermain running under the southerly portion of the lands. The City will need to consider retaining lands or creating an easement for access and maintenance purposes.

## Correspondence #5 -June 22, 2026

### (C) ACCESS CONSIDERATIONS

There is currently no constructed driveway to the property. However, Staff would be supportive of constructing driveway access from Exmouth Street. In addition, 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.

### WATERFRONT MASTER PLAN

Council adopted the Waterfront Master Plan in 2022, which identifies this property as an opportunity to support economic growth and diversification.

The Plan envisions these lands to be developed with mixed use developments, directed towards families, with a high level of design consideration and articulation, and human-scale height and massing. It also identifies opportunities to provide affordable housing within future development.

The Plan further recognizes that there is significant financial and community value in these parcels and recommends that their redevelopment should be leveraged to support waterfront improvements. Revenues generated through the potential sale or redevelopment would be reinvested to create a more vibrant waterfront and downtown.

### SALE AND DISPOSITION OF LAND POLICY CL-002

If Council declares the land as surplus, the lands will be subject to the Sale and Disposition of Land Policy CL-002. As the land is contained within public parkland, the following steps are required prior to disposition:

1. Declaration of surplus
2. Posting of public notice for 21 days
3. Hosting of a public meeting
4. Period to accept Expressions of Interest
5. Potential Execution of an Agreement of Purchase and Sale (APS)

If Council declares the lands as surplus, the required public notice will be posted, and the feedback received during the notice period will be reported back to Council at the July meeting. The required Public Meeting will also take place at that time, providing an opportunity for community members to provide additional comments. Further direction will also be sought from Council at the July meeting with respect to the solicitation of Expressions of Interest.

### Consultation

The Engineering, Community Services, Economic Development and Finance Departments were consulted in the drafting of this report.

## Correspondence #5 -June 22, 2026

### Financial Implications

If an Agreement of Purchase and Sale (APS) is ultimately reached for the sale of the site, costs will be incurred with respect to the closing of the sale and are expected to be less than \$5,000 and would be recovered from the proceeds of the sale.

The proceeds from the sale would be reserved for future capital work.

There may also be future revenue generated from the disposition of these lands; however, this is dependent on who ultimately purchases the land and the resulting use (e.g., potential property tax revenue).

Reviewed by:

David Stockdale  
General Manager of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Randi Kalar, Assistant City Solicitor.

Attachments:

- None





**COMMUNITY SERVICES  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Adam MacDonald, General Manager of Community Services  
DATE: June 22, 2026  
SUBJECT: Kenwick on the Lake Park Improvement Plan

---

**Recommendation**

It is recommended:

1. That Sarnia City Council adopt the attached design plan and report pertaining to the Kenwick Park Improvement Plan, located in Bright's Grove, and defer its implementation to future Budget deliberations.

**Background**

At the April 8th, 2024 Council Meeting, the following motion was approved:

**That staff report back on costs and potential timelines to install a new basketball court at Kenwick Park; and that other options also be included as per the Parks and Recreation Master Plan.**

At the June 3, 2024 Council Meeting, the following motion was approved:

**Approve \$20,000 in architectural design fees to complete a park-wide plan with the community, including high level construction cost estimates and a recommended asset re-investment phasing plan.**

**Comments**

In June 2024, design Architects Tillmann Ruth Robinson were awarded the contract to provide concept design services for improvements at Kenwick on the Lake Park. Through consultation and public feedback, the following amenities were the primary focus of the design:

- Connecting, accessible pathways throughout
- Improved community event space, including Farmer's Market space
- Waterfront viewing area
- Basketball court installation
- Pavillion and gazebo improvements
- Playground and splashpad

## Correspondence #6 - June 22, 2026

The proposed plan acknowledges the generous donation of the new splash pad which contributes significantly to the overall design of the park. In addition, \$150,000 dollars was approved through the 2026 capital budget process to advance the installation of a new basketball court. The basketball court has been located adjacent to the tennis courts creating a well-designed recreational hub and a more efficient use of the space.

The final design accounts for an updated events space centralizing music, markets, walking, and dancing overlooking Lake Huron. Interconnected paths through the green space will look to accommodate new lighting, electricity, seating, and gazebo upgrades for future considerations.

### Financial Implications

High-level cost estimates for the final design are \$985,000. Staff recommend that the final design be advanced in phases through the annual capital budget process.

Reviewed by:

Adam MacDonald  
General Manager of Community  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Tom Burnard, Manager of Park & Facility Services

Attachments:

- Site Plan and AATR Design Report



**LEGEND**

1. SIGNALIZED & PAINTED PEDESTRIAN CROSSING
  2. BOARDWALK
  3. HERITAGE DANCEFLOOR / COMMUNITY EVENT SPACE / MARKET PLACE
  4. RELOCATED & REFURBISHED GAZEBO / STAGE
  5. FORMAL GARDENS
  6. PICNIC PAVILION
  7. PATHWAY LOOP
  8. EXISTING PUBLIC WASHROOM BUILDING
  9. BASKETBALL COURT
  10. EXISTING TENNIS COURTS
  11. EXISTING SPLASH PAD / PLAY SPACE / SANDPIT
  12. ADVENTURE PLAYGROUND
  13. OPEN PLAY LAWN
  14. TREE GROVE
  15. ACCESSIBLE PAVED PARKING SPACES
  16. GRAVEL PARKING SPACES
- 
- (20) # OF PARKING SPACES
  - [Symbol] RELOCATED MEMORIAL BENCH
  - [Symbol] BACKLESS BENCH
  - [Symbol] CONCRETE PAD WITH BENCH
  - [Symbol] GARBAGE / RECYCLING CONTAINERS
  - [Symbol] LIGHT POST
  - +++++ BIKE RACK
  - [Symbol] COMPOSITE BOARDS
  - [Symbol] INTERLOCKING UNIT PAVERS
  - [Symbol] CONCRETE PAVING
  - [Symbol] ASPHALT PAVING
  - [Symbol] PLANTING BED INCL. SHRUBS, PERENNIALS & ORNAMENTAL GRASSES
  - [Symbol] EXISTING DECIDUOUS TREE TO BE RETAINED
  - [Symbol] DECIDUOUS TREE

**General Notes:**

1. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES.
2. ALL DIMENSIONS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY, AND BEFORE PROCEEDING WITH WORK OR SHOP DRAWINGS.
3. ALL PLANT SPECIES AND SIZE SUBSTITUTIONS TO BE APPROVED BY LANDSCAPE ARCHITECT.
4. THE BASE INFORMATION WAS OBTAINED FROM BM ROSS & ASSOCIATES LIMITED.
5. THIS DRAWING IS THE PROPERTY OF ARTHUR LIERMAN LANDSCAPE ARCHITECTS AND MAY NOT BE USED FOR CONSTRUCTION WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.
6. ALL SOIL IS TO BE CLAMS UNLESS OTHERWISE NOTED.

**Notes:**

1. ALL PLANTING BEDS TO HAVE 400mm MIN. DEPTH OF SCREENED TOPSOIL MIX WITH 4% ORGANIC MATTER.
2. ALL TREE TRITS AND PLANTING BEDS TO HAVE 75mm MIN. DEPTH OF "20-BANK" SCREENED PINE MULCH.
3. ALL AREAS OF EXISTING GRASS DESIGNATED BY CONSTRUCTION TO BE REPAVED AND SOCCED.

**Revisions:**

No.	DATE	ISSUED FOR

ARTHUR LIERMAN  
 LANDSCAPE ARCHITECTS  
 Suite 2018, 258 Richmond St., London, Ontario  
 N1A 2K1, Canada  
 519.443.1400 www.arthurlierman.ca



Project Title:  
**Kenwick Park  
 Bright's Grove**

Scale: Ontario  
 Drawing Title:  
**Master Plan**

Date:	August 2024	Project No.	24.016
Scale:	1:250	Drawn By:	HC
Drawn By:	ALL	Checked By:	ALL
Checked By:	ALL		

**Correspondence #6 - June 22, 2026**

# Correspondence #6 - June 22, 2026



June 2, 2026

Mr. Tom Burnard  
Manager, Parks & Facility Services,  
City of Sarnia  
255 Christina North,  
Sarnia, ON  
N7T 7N2

## Re: Kenwick Park Master Plan - Final Design Report

Dear Tom,

See the Final Design Report below describing the individual features and facilities and their characteristics that accompany the Kenwick Park Master Plan. The design outcomes are guided by the comprehensive Public Engagement Survey that rendered needs, wants and aspirations for the cherished heritage park to live on as a revered, thriving and sociable green space for the neighbourhood and community at large.

### General Information:

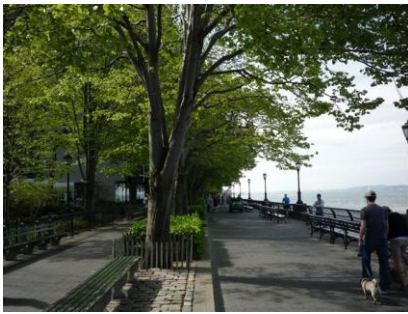
- Building on some of the park's existing features including lake viewing, historic dancefloor, tennis courts and trees, the Master Plan merges all features of the park making them accessible and connected.
- Facilities and features for strolling and enjoying the lake and the park, children's play, sports, the weekly market, and community events are integrated into the Master Plan.
- Tree planting and intensification of landscaping build on beautification, longevity and environmental improvements.
- Consideration and accommodation of park servicing and management result in improved access for users and services, better defined parking, and additional infrastructure for events, performances and maintenance.

### Boardwalk + Pathway Loop - Circulation:

- A defining characteristic of Kenwick Park is its view of and association with Huron Lake. Building on this attribute a generous, accessible Boardwalk defines the park's western edge. The Boardwalk incorporates the existing memorial benches and creates opportunities for strolling, pausing, gathering and connecting to the park's interior including the Dancefloor and Gazebo. It is envisioned to be constructed of composite materials for reduced maintenance and increased longevity.

## Correspondence #6 - June 22, 2026

- Sitting opportunities along the Boardwalk are amplified with additional backless benches incorporated along the Heritage Dancefloor.
- The Boardwalk is interrupted with an access driveway allowing food trucks to enter the park same as the existing location to be paved with interlocking pavers to identify the pedestrian right-of-way along the Boardwalk.
- Boardwalk use is extended into the evening with light posts.
- The park is linked to the lake and the existing viewing deck with a signalized and painted Pedestrian Crossing, insuring safety and ease of use.
- The Pathway Loop is designed as a circuit, effectively connecting all features in the park. The Pathway is 2.5m wide with asphalt paving and enhanced with light posts, making it safe and accessible as a shared circulation route for walking, jogging, bicyclists, persons with disabilities and maintenance equipment.
- The Pathway Loop from Old Lakeshore Road is wider (4-6m) leading to the Heritage Dancefloor/Community Event Space/Market Place and Picnic Pavilion for food truck, vendors and maintenance vehicle access to accommodate event setup requirements.
- Bicycle racks anchored into concrete pads are accessible from the Pathway Loop and positioned near the Splash Pad/Playground, Boardwalk, and Sport Courts.



### Heritage Dancefloor / Community Event Space / Market Place:

- The 'footprint' of the Heritage Dancefloor is retained and improved with concrete paving and broad bleacher-like steps on two sides providing built-in seating.
- The large, paved area provides an urban art opportunity for Ground Art to animate the surface and reflect the park's history and/or Lake Huron.
- Incorporation of overhead strings of twinkle white lights is envisioned to define and engage the space, and support and augment evening events.
- The space is to be organized with servicing/hookups for the market operations, food trucks and event setup to eliminate the need for generators.



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### Relocated + Refurbished Gazebo / Stage:

- The existing Gazebo is to be refurbished and relocated to a more prominent location where it can more effectively function for smaller special events (weddings, etc.) and as a stage for community events and musical performances.
- It is proposed to be three steps above the Dancefloor with accessibility provided by the boardwalk and the ramped sidewalk behind the gazebo.
- New architectural enhancements to the structure will include a more open 'bandstand' aesthetic for performances and servicing requirements.
- Formal Gardens frame and provide a backdrop for the gazebo that will also provide celebratory photograph opportunities.

### Picnic Pavilion:

- In a similar location as the existing pavilion, the old structure is replaced and renewed with a slightly larger Picnic Pavilion (approx. 110sq.m.) offering shelter and shade for community events and family gatherings.
- In close relationship to the Dancefloor, Gazebo, Splash Pad and open green space, it is an essential 'hub' of the park.
- Its signature feature is envisioned to be a unique architecturally styled roofline.



### Splash Pad + Adventure Playground:

- With creative and inspirational water and sand play, climbing and balance challenges are offered by the Splash Pad.
- Further play improvements with an Adventure Playground that emphasizes creative, natural play will offer opportunities for a wider age of users and increase accessibility for a diversity of children's abilities (recommend consideration of Earthscape Playground Systems).
- More swings with different types for all age groups are to be incorporated.



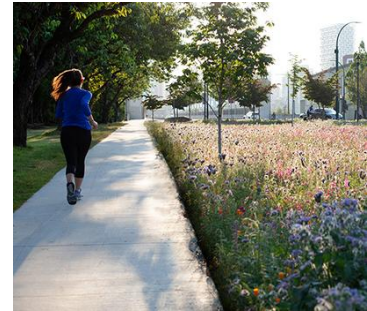
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### Sport Courts:

- Sports opportunities are improved with the inclusion of a regulation size Basketball Court.
- Improved access to the sport courts is provided with new paved connections to the Pathway Loop.

### Landscape:

- Additional tree planting is to include a diversity of species with an emphasis on native species.
- The streetscape landscape along the Boardwalk is to be characterized by the planting of shoreline dune species, reducing maintenance and referencing the park's setting beside Lake Huron.
- Planting of trees, shrubs, perennials and ornamental grasses in Formal Gardens east of the Gazebo add seasonal colour and visual interest, buffer sound, and create a green background setting for the stage.
- A Pollinator Garden is envisioned around the existing flagpole/engraved boulder that helps to define and emphasize the Dancefloor/Community Event Space/Market Place and avoid increased landscape maintenance.
- The 'body' of the park remains an open green space with clusters of shade trees and an existing Tree Grove offering the users respite.



### Parking:

- Vehicular parking improvements are in keeping with the park's existing rustic parking character that is to be organized on a compacted, gravel surface defined by discreet concrete barrier curbs defining the parking areas and prohibiting vehicular access into the park.
- Fifty-six parking spaces are accommodated with four accessible parking spaces connected to the Pathway Loop by a paved walkway.
- Safe and secure bicycle rack parking is provided throughout the park near high-use areas.

### Heritage Preservation:

- The existing Heritage Park Sign along James Street East and the Kenwick on the Lake Park Heritage Storyboard Sign underneath the large poplar tree are both to be retained in their existing locations.
- The rustic and casual feel of the park is to be considered for all new interventions to protect and respect the park's heritage and genuine public appeal as a comfortable green space and 'honest to goodness' place with fond

## Correspondence #6 - June 22, 2026

memories to visit, play games and attend events with family, friends and the community.

### Miscellaneous Features:

- Concrete pads with backed benches and an accessible space for a wheelchair are organized along the Pathway Loop increasing stability.
- Garbage/Recycling Containers are positioned along the Pathway Loop and in high-use locations.
- Light Posts are arranged along the Boardwalk and the Pathway Loop to provide a safe and secure environment during evenings.
- A few Planting Beds, including shrubs, perennials and ornamental grasses, are proposed to spatially define spaces and circulation routes.

We trust this meets with your requirements. Should you have any additional questions or need anything further, please do not hesitate to contact the undersigned.

Sincerely,



Art Lierman, OALA CSLA



**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Kristen McGill, City Treasurer  
David Stockdale, General Manager of Corporate Services  
DATE: June 22, 2026  
SUBJECT: 2025 Draft Audited Financial Statements

---

**Recommendation**

It is recommended:

That Sarnia City Council approve the Consolidated Financial Statements and the Trust Fund Financial Statements of The Corporation of the City of Sarnia, as presented.

**Background**

In accordance with Section 294.1 of the *Municipal Act, 2001* municipalities are required to prepare annual financial statements for each fiscal year. These statements must comply with the generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada.

Furthermore, Section 296 (1) of the *Municipal Act, 2001*, mandates that municipalities appoint an auditor licensed under the *Public Accounting Act, 2004*. This auditor is responsible for annually auditing the accounts and transactions of the municipality and its local boards, and for expressing an opinion on the financial statements based on their audit.

The auditor is required to report directly to the municipal council.

**Comments**

BDO Canada LLP has completed the audit of the City of Sarnia's consolidated financial statements for the fiscal year ending December 31, 2025. A copy of the 2025 Draft Financial Statements is attached for Council's review.

The 2025 Draft Financial Statements include the City's proportionate share of LAWSS financial information which is 59.51 per cent based on the average of the prior year three years of water flows.

## Correspondence #7 - June 22, 2206

The City's budget figures are included for comparison to the actual year-end results and have been adjusted, as outlined in Note 16 of the Draft Consolidated Financial Statements, to ensure they are presented on the same accrual accounting basis used in the financial statements. The annual municipal budget is prepared differently than the audited financial statements, primarily because budgets include items such as transfers to and from reserves and exclude non-cash expenses like amortization. For financial statement purposes, these adjustments are made so that Council and readers can more accurately compare the City's planned financial results to the actual results reported at year-end.

There were no new accounting standard changes applicable for the year ending December 31, 2025.

The City is preparing for the future implementation of the new Public Sector Accounting Board standard, Public Sector Accounting Board PS 1202 – *Financial Statement Presentation*. This standard will introduce changes to the presentation and structure of municipal financial statements intended to improve transparency and comparability within the public sector. Any necessary changes will be incorporated into future year-end financial statement preparation to ensure compliance with the new standard.

Before BDO Canada LLP can issue their final Independent Auditor's Report, Council must approve the draft financial statements. Following this approval, BDO will finalize their audit procedures related to subsequent events up to the date of Council's approval. Once these procedures are finalized, they will issue the final Auditor's Report.

Representatives from BDO Canada LLP will be present at the June 22, 2026, Council meeting to address any questions related to the audit and their findings.

An excerpt from the draft independent auditor's report included in the attached financial statements states that:

"In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Corporation of the City of Sarnia as at December 31, 2025, and its consolidated results of operations, its consolidated change in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards."

## Correspondence #7 - June 22, 2206

### Consultation

The Finance Department has worked closely with the auditors and other City departments throughout the audit process to ensure the accuracy and completeness of the financial statements.

### Financial Implications

None.

Reviewed by:

David Stockdale  
General Manager of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Michelle Leung, Financial Analyst and reviewed by Kristen McGill, City Treasurer.

Attachments:

- The Corporation of the City of Sarnia, Draft Consolidated Financial Statements for the year ending December 31, 2025

**The Corporation of  
The City of Sarnia**

**Financial Statements  
For the Year Ended December 31, 2025**

**DRAFT**



# SARNIA

ONTARIO

## FINANCIAL STATEMENTS

2025

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

2025

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## CITY COUNCIL

**Mayor**

**Mike Bradley**

**Councillors**

**Dave Boushy**

**Terry Burrell**

**Bill Dennis**

**Anne Marie Gillis**

**Adam Kilner**

**Chrissy McRoberts**

**George Vandenberg**

**Brian White**

## CITY ADMINISTRATION

Chief Administrative Officer

Chris Carter

General Manager, Corporate Services

David Stockdale

General Manager, Community Services

Adam MacDonald

General Manager, Engineering & Operations

David Jackson

Fire Chief

Jeff Weber

Chief of Police

Derek Davis

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

2025

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## POLICE SERVICE BOARD

Chairperson	Kelly Ash
Vice Chairperson	Anne Marie Gillis
Councillors	Chrissy McRoberts Jerry Bernardo Carrie McEachran
Secretary	Joan Knight

## SARNIA POWER CORPORATION

Chairperson	Garry McDonald
Vice Chairperson	Margaret Dragan
Director	Dr. Katherine Albion Sandy Marshall Douglas A. Sulman

## AUDITORS

BDO Canada LLP

**DRAFT**

# Correspondence #7 - June 22, 2206

Financial Statements  
Year Ended December 31, 2025

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**Management's Statement of Responsibility for Financial Reporting**

Management of The Corporation of The City of Sarnia is responsible for the preparation, presentation and integrity of the accompanying consolidated financial statements. This responsibility includes the selection and consistent application of appropriate accounting principles and methods in addition to making the judgments and estimates necessary to prepare the consolidated financial statements in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada.

Management is also responsible for providing reasonable assurance that assets are safeguarded and that relevant and reliable financial information is produced. Management is required to design a system of internal controls to achieve these responsibilities and to ensure the proper authorization of transactions and the integrity of the financial data. BDO Canada LLP, whose report follows, were appointed as independent auditors by City Council to audit the consolidated financial statements.

City Council is responsible for determining that management fulfills its responsibilities in the preparation of the consolidated financial statements and the financial control of operations. These consolidated financial statements are approved by City Council.

Sarnia, Ontario, Canada

May 25, 2026

Chris Carter, Chief Administrative Officer

David Stockdale, General Manager, Corporate Services

Kristen McGill, Treasurer

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Independent Auditor's Report

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To the Members of Council of the Corporation of the City of Sarnia

**Opinion**

We have audited the consolidated financial statements of the Corporation of the City of Sarnia (the Municipality), which comprise the consolidated statement of financial position as at December 31, 2025, and the consolidated statements of operations, change in net financial assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Corporation of the City of Sarnia as at December 31, 2025, and its consolidated results of operations, its consolidated change in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

**Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

**Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

**Auditor's Responsibilities for the Audit of the Consolidated Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

## Correspondence #7 - June 22, 2206

### Auditor's Responsibilities for the Audit of the Consolidated Financial Statements - continued

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the Municipality as a basis for forming an opinion on the group financial statements. We are responsible for the direction, supervision and review of the audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants  
Windsor, Ontario  
DATE TBD

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Financial Statements

### Consolidated Statement of Financial Position

As at December 31, 2025

	2025	2024
<b>FINANCIAL ASSETS</b>		
Cash and investments (note 4)	\$ 124,102,947	\$ 124,878,489
Taxes receivable	4,867,298	4,124,899
Accounts receivable	27,198,692	30,461,085
Long-term receivables (note 5)	736,527	873,743
Investment in Sarnia Power Corporation (note 6)	84,069,205	79,284,665
Total financial assets	<u>242,974,669</u>	<u>239,622,881</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	24,405,630	21,623,020
Other deferred revenues	12,250,313	11,355,778
Deferred revenue (note 7)	25,884,820	27,882,365
Long-term liabilities (note 8)	98,554	1,043,943
Asset retirement obligation (note 22)	2,562,441	2,437,866
Employee future benefits (note 9)	38,125,735	38,557,374
Accrued tax liabilities (note 11)	(181,732)	71,052
Total liabilities	<u>103,145,761</u>	<u>102,971,398</u>
<b>NET FINANCIAL ASSETS</b>	<u>139,828,908</u>	<u>136,651,483</u>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets (note 12)	686,421,762	656,462,102
Inventory	899,993	934,251
Prepaid expenses	1,855,137	867,526
Land held for sale	4,167,178	4,331,043
Total non-financial assets	<u>693,344,070</u>	<u>662,594,922</u>
<b>Accumulated Surplus</b> (note 13)	<u>\$ 833,172,978</u>	<u>\$ 799,246,405</u>

Approved on behalf of City Council

The accompanying notes are an integral part of this financial statement.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Financial Statements

### Consolidated Statement of Operations

For the year ended December 31, 2025

	2025 Budget (note 16)	2025	2024
<b>REVENUE</b>			
Property taxation (note 11)	\$ 96,526,606	\$ 97,128,786	\$ 93,575,006
User fees and service charges	57,793,331	60,536,345	59,604,766
User fees and service charges - other municipalities	3,893,073	6,183,717	3,704,394
Government transfers - operating (note 17)	5,307,597	6,025,737	5,852,351
Investment income	8,819,422	8,306,297	10,594,000
Penalties and interest on taxes	450,000	814,971	727,972
Gaming and casino revenues	400,000	370,729	407,128
Other	658,075	1,779,431	2,106,733
<b>Total revenue</b>	<b><u>173,848,104</u></b>	<b><u>181,146,013</u></b>	<b><u>176,572,350</u></b>
<b>EXPENSES</b>			
General government	16,609,078	14,865,255	15,810,586
Protection services	70,984,043	70,683,975	64,262,171
Transportation services	28,022,130	29,030,290	27,152,029
Health services	80,000	80,000	80,000
Environmental services	39,974,561	41,293,160	39,919,737
Social and family services	466,009	635,642	496,874
Recreation and cultural services	14,476,434	17,858,949	15,186,774
Planning and development	2,217,351	2,496,554	3,643,131
Non-functionalized unfunded liabilities	(691,900)	(691,900)	(650,300)
<b>Total expenses</b>	<b><u>172,137,706</u></b>	<b><u>176,251,925</u></b>	<b><u>165,901,002</u></b>
<b>Net revenue</b>	<b><u>1,710,398</u></b>	<b><u>4,894,088</u></b>	<b><u>10,671,348</u></b>
<b>OTHER REVENUE/(EXPENSES)</b>			
Government transfers - capital (note 17)	-	19,366,943	13,688,158
Contributions - Developers	-	2,455,746	2,681,430
Contribution of tangible capital assets	-	3,099,834	38,201
Share of LAWSS (decrease) increase	-	(674,578)	33,367
Sarnia Power Corporation, net change in equity	-	4,784,540	2,312,251
	<u>-</u>	<u>29,032,485</u>	<u>18,753,407</u>
<b>Annual Surplus</b>	<b><u>\$ 1,710,398</u></b>	<b><u>\$ 33,926,573</u></b>	<b><u>\$ 29,424,755</u></b>
<b>Accumulated Surplus, Beginning of Year</b>		<b>799,246,405</b>	<b>769,821,650</b>
<b>Accumulated Surplus, End of Year</b>		<b><u>\$833,172,978</u></b>	<b><u>\$799,246,405</u></b>

The accompanying notes are an integral part of this financial statement.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Financial Statements

### Consolidated Statement of Change in Net Financial Assets

For the year ended December 31, 2025

	2025 Budget	2025	2024
<b>Annual Surplus</b>	\$ 1,710,398	\$ 33,926,573	\$ 29,424,755
Amortization of tangible capital assets	23,819,021	23,819,021	23,850,131
Proceeds from sale of tangible capital assets	-	154,023	99,169
Loss on sale of tangible capital assets	-	994,880	977,164
Acquisition of tangible capital assets	(56,345,300)	(54,927,584)	(43,770,304)
Change in inventory	-	34,258	(33,580)
Change in prepaid expenses	-	(987,611)	2,417,622
Change in land held for sale	-	163,865	-
<b>Increase in Net Financial Assets</b>	<b>(30,815,881)</b>	<b>3,177,425</b>	<b>12,964,957</b>
<b>Net Financial Assets, Beginning of Year</b>	<b>136,651,483</b>	<b>136,651,483</b>	<b>123,686,526</b>
<b>Net Financial Assets, End of Year</b>	<b>\$ 105,835,602</b>	<b>\$ 139,828,908</b>	<b>\$ 136,651,483</b>

DRAFT

The accompanying notes are an integral part of this financial statement.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Financial Statements

### Consolidated Statement of Cash Flows

For the year ended December 31, 2025

	2025	2024
<b>OPERATING ACTIVITIES</b>		
Annual Surplus	\$ 33,926,573	\$ 29,424,755
Items not involving cash:		
Amortization of tangible capital assets	23,819,021	23,850,131
Change in asset retirement obligation liability	124,575	129,175
Loss on sale of tangible capital assets	994,880	977,164
Change in employee future benefits	(431,639)	(607,499)
Change in accrued tax liabilities	(252,784)	(825,664)
Change in non-cash assets and liabilities		
Taxes receivable	(742,399)	(501,584)
Accounts receivable	1,262,393	(3,829,501)
Accounts payable and accrued liabilities	2,782,610	(5,091,556)
Other deferred revenue	894,535	566,483
Deferred revenue	(1,997,545)	2,513,650
Inventory, prepaid expenses and land held for sale	(789,488)	2,384,042
	<u>59,590,732</u>	<u>48,989,596</u>
<b>CAPITAL ACTIVITIES</b>		
Proceeds on sale of tangible capital assets	154,023	99,169
Acquisition of tangible capital assets	(54,927,584)	(43,770,304)
Net change in cash from capital activities	<u>(54,773,561)</u>	<u>(43,671,135)</u>
<b>INVESTING ACTIVITIES</b>		
Long-term receivables	137,216	279,225
Investment in Sarnia Power Corporation	(4,784,540)	(2,312,251)
Net change in cash from investing activities	<u>(4,647,324)</u>	<u>(2,033,026)</u>
<b>FINANCING ACTIVITIES</b>		
Long-term liabilities	(945,389)	(894,059)
Net change in cash and equivalents	<u>(775,542)</u>	<u>2,391,376</u>
Cash and cash equivalents, beginning of year	<u>124,878,489</u>	<u>122,487,113</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u><u>\$ 124,102,947</u></u>	<u><u>\$ 124,878,489</u></u>

The accompanying notes are an integral part of this financial statement.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the City are the representation of management and have been prepared in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board (PSAB) of CPA Canada. Since precise determination of many assets and liabilities is dependent upon future events, the preparation of periodic financial statements necessarily involves the use of estimates and approximations. These estimates and approximations have been made using careful judgments. The following is a summary of the significant accounting policies followed in the preparation of these financial statements.

### (a) Basis of Consolidation

#### (i) Consolidated Financial Statements

These consolidated financial statements reflect the assets, liabilities, reserves, surpluses/deficits, revenues and expenses of those City funds, organizations, committees, local boards and entities accountable to the City for the administration of their financial affairs and resources, and which are owned or controlled by the City.

#### (ii) Government Business Enterprises

Sarnia Power Corporation and its affiliates are not consolidated but are accounted for on the modified equity basis which reflects the City's investment in the enterprises and its share of net income since acquisition. Under the modified equity basis, the enterprises' accounting principles are not adjusted to conform to those of the City, and inter-organizational transactions and balances are not eliminated.

#### (iii) Joint Local Board

The Lambton Area Water Supply System (LAWSS) has been consolidated on a proportionate basis based upon the water flow of the City in proportion to the entire flows provided by the joint board based on the average 3 years for the 2nd to 4th previous year. Under the proportionate basis, the City's pro rata share of each of the assets, liabilities, revenues and expenditures of the board are consolidated with similar items in the City's financial statements. For 2025, the City's share of the System was 59.51% (2024 – 60.09%). Material inter-organizational transactions and balances have been eliminated.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### (a) Basis of Consolidation

#### (iv) Accounting for School Boards and the County of Lambton

The taxation, local revenues, expenditures, assets and liabilities with respect to the operations of the local school boards and the County of Lambton are not included in the consolidated financial statements.

#### (v) Trust Funds

Trust funds and their related operations administered by the City are not consolidated, but are reported separately on the Trust Funds Financial Statements.

### (b) Basis of Accounting

#### (i) Employee Future Benefits

The City provides certain benefits which will require funding in future periods. These benefits include sick leave, benefits under the Workplace Safety and Insurance Board (WSIB) Act, and life insurance, extended health and dental benefits for early retirees.

The costs of sick leave, life insurance, extended health and dental benefits are actuarially determined using management's best estimate of salary escalation, accumulated sick days at retirement, insurance and health care cost trends, long-term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulate over the periods of service provided by employees, such as retirement gratuities, compensated absences and health, dental and life insurance benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group.

Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for workers' compensation and life insurance and health care benefits for those on disability leave, the cost is

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**(b) Basis of Accounting**

**(i) Employee Future Benefits**

recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

The Municipality participates in the Ontario Municipal Employees Retirement System (OMERS), a multi-employer plan, which is a defined benefit pension plan, however, sufficient information is not available to use defined benefit accounting. Therefore, the City accounts for the plan as if it were a defined contribution plan. The City recognizes its pension expense as contributions are due to OMERS.

**(ii) Non-Financial Assets**

Tangible Capital Assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straightline basis over their estimated useful lives as follows:

Land Improvements	5 to 50 years
Buildings	9 to 100 years
Machinery & Equipment	5 to 30 years
Vehicles	5 to 20 years
Computers	5 years
Roads	15 to 50 years
Water Distribution	15 to 60 years
Sanitary Sewer	50 to 60 years
Storm Sewer	50 to 60 years

One half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use, at which time amortization commences.

Impairment

Tangible capital assets are written down when conditions indicate that they no

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### (b) Basis of Accounting

#### (ii) Non-Financial Assets

longer contribute to the City's ability to provide goods and services, or when the value of the future economic benefits associated with the tangible capital assets are less than their net book value. The net write-downs are accounted for as expenses in the statement of operations.

#### Contribution of Tangible Capital Assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. During 2025, tangible capital assets with a value of \$3,099,834 were contributed to the City (2024 - \$38,201). These items are normally comprised of sanitary sewer, storm sewer, water and roads assets and are contributed by developers. In 2025 the assets were contributed through the St. Clair Region Conservation Authority as part of shoreline land improvements to groynes and armour stone wall.

#### Interest Capitalization

The City does not capitalize interest costs associated with the acquisition or construction of a tangible capital asset.

#### Inventories

Inventories held for consumption are recorded at the lower of cost or replacement cost.

#### (iii) Deferred Revenue - Development Charges

The City receives development charges and sub-divider contributions under the authority of provincial legislation and municipal bylaws. These funds, by their nature, are restricted in their use and, until applied to specific capital works, are recorded as deferred revenue. These amounts will be recognized as revenue in the fiscal year they are expended.

#### (iv) Taxation and Related Revenue

Property tax billings are prepared by the City based on assessment rolls issued by the Municipal Property Assessment Corporation (MPAC). Tax rates are established annually by City Council, incorporating amounts to be raised for local services, the requisition made by the County of Lambton in respect of County services and amounts the City is required to collect on behalf of the Province of Ontario in

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### (b) Basis of Accounting

#### (iv) Taxation and Related Revenue

respect of education taxes.

A normal part of the assessment process is the issue of supplementary assessment rolls, which provide updated information with respect to changes in property assessment. Once a supplementary assessment roll is received, the City determines the taxes applicable and renders supplementary tax billings. Assessments and related property taxes are also subject to appeal. Each year, management provides a best estimate of the effect of supplementary assessments and tax appeals on taxation revenue.

The City is entitled to collect interest and penalties on overdue taxes and these revenues are recorded in the period the interest and penalties are levied.

#### (v) Government Transfers

Government transfers are recognized as revenue in the financial statements when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when transfer stipulations give rise to a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

#### (vi) Revenue Recognition

User charges are recognized as revenue when the City fulfills the related performance obligations and has the right to consideration in exchange for services provided. Investment income is recognized as earned, investment income earned on deferred contributions is recorded as an increase to deferred contributions. The City recognizes revenue from users for the water, sewer, solid waste disposal, and rentals of City property services on a straight-line basis over the period of time that the relevant performance obligations are satisfied by the City. The City recognizes revenue from administrative services, building permits, sales of goods and other licenses and permits at the point in time that the City has performed the related performance obligations and control of the related benefits has passed to the payors.

#### (vii) Use of Estimates

The preparation of financial statements in conformity with the Public Sector Accounting Board (PSAB) of CPA Canada requires management to make

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### (b) Basis of Accounting

#### (vii) Use of Estimates

estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting periods. Principle estimates include useful lives of tangible capital assets, supplementary taxes and tax appeals, employee future benefits and estimates related to asset retirement obligations. Actual results could differ from these estimates.

#### (viii) Contaminated Sites

A contaminated site is a site at which substances occur in concentrations that exceed the maximum acceptable amounts under an environmental standard. Sites that are currently in productive use are only considered a contaminated site if an unexpected event results in contamination. A liability for remediation of contaminated sites is recognized when an organization or the Municipality is directly responsible or accepts responsibility; it is expected that future economic benefits will be given up; and a reasonable estimate of the amount can be made. The liability includes all costs directly attributable to remediation activities including post remediation operations, maintenance and monitoring.

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**(b) Basis of Accounting**

**(ix) Asset Retirement Obligations**

A liability for an asset retirement obligation is recognized when there is a legal obligation to incur retirement costs in relation to a tangible capital asset; the past transaction or event giving rise to the liability has occurred; it is expected that future economic benefits will be given up; and a reasonable estimate of the amount can be made. The liability is recorded at an amount that is the best estimate of the expenditure required to retire a tangible capital asset at the financial statement date. This liability is subsequently reviewed at each financial reporting date and adjusted for the passage of time and for any revisions to the timing, amount required to settle the obligation or the discount rate. Upon the initial measurement of an asset retirement obligation, a corresponding asset retirement cost is added to the carrying value of the related tangible capital asset if it is still in productive use. The cost is amortized over the useful life of the tangible capital asset. If the related tangible capital asset is unrecognized or no longer in productive use, the asset retirement costs are expensed.

**(x) Financial Instruments**

The Municipality classifies its financial instruments as either fair value or amortized cost. The Municipality's accounting policy for each category is as follows:

**Fair value**

Fair value investments that are measured subsequent to initial recognition at fair value are grouped into Levels 1 to 3 based on the degree to which the fair value is observable:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability either directly (i.e. as prices) or indirectly (i.e. derived from prices)

Level 3 - Inputs for the asset or liability that are not based on observable market data (unobservable inputs)

This category includes cash. Which is initially recognized at cost and subsequently carried at fair value. Changes in fair value are recognized in the statement of operations. The Municipality classifies this as a Level 1.

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THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### (b) Basis of Accounting

#### (x) Financial Instruments

Transaction costs related to financial instruments in the fair value category are expensed as incurred.

#### Amortized Cost

This category includes accounts receivable, long-term receivables, GICs, bank loans, accounts payable and accrued liabilities, long-term debt and other long-term liabilities. They are initially recognized at cost and subsequently carried at amortized cost using the effective interest rate method, less any impairment losses on financial assets.

Transaction costs related to financial instruments in the amortized cost category are added to the carrying value of the instrument.

All financial assets are tested annually for impairment. When financial assets are impaired, impairment losses are recorded in the statement of operations. Impairment charges are indicative of a loss in value that reflects the expectation that the underlying economic resource has diminished in a manner that is other than temporary.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

**Notes to the Consolidated Financial Statements**  
**Year Ended December 31, 2025**

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**2. OPERATIONS OF SCHOOL BOARDS AND THE COUNTY OF LAMBTON**

Further to note 1 (a) (iv), the amounts collected for taxation, other revenues and requisitions on behalf of the local school boards and the County of Lambton are comprised of:

	<b>School Boards</b>	<b>County</b>	<b>Total</b>
Taxation and user charges	\$ 21,022,629	\$ 47,751,341	\$ 68,773,970
Share of payments in lieu of taxes	35,172	595,700	630,872
	<b>21,057,801</b>	<b>48,347,041</b>	<b>69,404,842</b>
Share of taxes written off	76,052	107,378	183,430
Share of tax rebates	30,827	33,415	64,242
	<b>106,879</b>	<b>140,793</b>	<b>247,672</b>
Amounts transferred	<b>\$20,950,922</b>	<b>\$48,206,248</b>	<b>\$69,157,170</b>

**3. TRUST FUNDS**

The City administers one trust fund in the amount of \$14,810 (2024 - \$14,295), which has not been included in the Consolidated Statement of Financial Position nor has its operations been included in the Consolidated Statement of Operations.

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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### 4. CASH AND INVESTMENTS

An operating line of credit is available by way of bank overdraft in the amount of \$8,000,000. Amounts obtained under this credit facility are due on demand and bear interest at the bank's prime rate less 1.65%, calculated and payable monthly. No amounts have been drawn on this line as at December 31, 2025 (2024 - \$NIL).

The balance of cash and investments consists of the following:

	2025	2024
Cash on hand	\$ 17,054	\$ 17,720
Cash in bank	123,485,893	124,260,769
Investments (see note 14)	<u>600,000</u>	<u>600,000</u>
	<u><b>\$ 124,102,947</b></u>	<u><b>\$ 124,878,489</b></u>

The cash in bank is held at a Canadian chartered bank and earns interest based on average monthly prime rate.

The investments are comprised of six GICs (2024 - six GICs), recorded at cost, with effective interest rates between 3.35% and 3.54% (2024 - 4.35% and 5.12%) maturing in 2026. The market value of these investments amounted to \$600,000 (2024 - \$600,000). Interest is receivable on an annual basis.

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 5. LONG-TERM RECEIVABLES

	<b>2025</b>	<b>2024</b>
Loan receivable - employees re Ontario Police College, at 0% interest, repayable over 2 years. No loans exist at the end of 2025.	\$ -	\$ 18,427
Loan receivable - Local Improvement Drain, at 4.45% - 9.20% interest, repayable in annual installments including principal and interest over 5 to 10 years	220,694	91,148
Loan receivable - Municipal Facade Improvement Program, at 1.35% interest, repayable in quarterly installments including principal and interest of \$2,335 with a final payment due June 2027	10,436	19,557
Loan Receivable - Sarnia Sting, at 3.0% interest, repayable in monthly installments including principal and interest of \$20,835 over 6 years with a final payment due May 2029.	782,640	1,010,845
	<b>1,013,770</b>	1,139,977
Accounts receivable - current portion	277,243	266,234
Total long-term receivables	<b><u>\$ 736,527</u></b>	<b><u>\$ 873,743</u></b>

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 6. INVESTMENT IN SARNIA POWER CORPORATION

Under the provincial government's Electricity Competition Act (Bill 35), Sarnia Power Corporation, a holding company, along with its affiliates Bluewater Power Corporation and Sarnia Hydro Energy Services were incorporated October 20, 2000 under the Ontario Business Corporations Act.

On November 1, 2000 the Hydro-Electric Commission of the City of Sarnia merged its operations with the Petrolia Public Utilities Commission, Point Edward Public Utilities Commission, Alvinston Public Utilities Commission, Warwick Hydro Electric Commission and Oil Springs Hydro Electric Commission as Bluewater Power Corporation.

As part of this electricity restructuring, the City transferred the net assets of the former Hydro-Electric Commission of the City of Sarnia to Bluewater Power Corporation. Sarnia Power Corporation, wholly owned by the City, was incorporated to hold the City of Sarnia's investment in this entity. As consideration for the transfers, the City took back an 86.05% share in the common shares of Bluewater Power Corporation and a promissory note.

The financial statements of Sarnia Power Corporation were prepared in accordance with International Financial Reporting Standards (IFRS).

The investment is composed of the following:

	<b>2025</b>	<b>2024</b>
Sarnia Power Corporation common shares	<b>\$ 15,566,626</b>	\$ 15,566,626
Bluewater Power Distribution Corporation, long-term notes receivable	<b>16,729,636</b>	16,729,636
Share of net income since acquisition, net of dividends received	<b>51,772,943</b>	46,988,403
	<b><u>\$ 84,069,205</u></b>	<b><u>\$ 79,284,665</u></b>

The notes receivable are unsecured and bear interest at the rate of 7.93%. Interest received from these notes receivable amounted to \$1,312,746 (2024 - \$1,319,455) and is reported in the Consolidated Statement of Operations.

#### Continuity of Investment

	<b>2025</b>	<b>2024</b>
Balance, beginning of year	\$ 79,284,665	\$ 76,972,414
Net income for the year	6,780,194	4,243,458
Dividends received during the year	<u>(1,995,654)</u>	<u>(1,931,207)</u>
Net increase in equity during the year	<b><u>4,784,540</u></b>	<b><u>2,312,251</u></b>
Balance, end of year	<b><u>\$ 84,069,205</u></b>	<b><u>\$ 79,284,665</u></b>

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 6. INVESTMENT IN SARNIA POWER CORPORATION

The following table provides condensed financial information from the consolidated financial statements of Sarnia Power Corporation for the year ended December 31:

	2025	2024
<b>Financial Position</b>		
Assets		
Current assets	\$ 51,988,103	\$ 46,452,761
Non-current assets	120,406,647	113,387,047
Total assets	<u>172,394,750</u>	159,839,808
Regulatory balances	7,196,123	5,877,024
Total assets and regulatory balances	<u><u>\$179,590,873</u></u>	<u><u>\$165,716,832</u></u>
Liabilities		
Current liabilities	\$ 33,434,379	\$ 27,019,759
Long-term liabilities	64,013,392	63,309,409
Total liabilities	<u>97,447,771</u>	90,329,168
Equity		
Share capital	15,566,626	15,566,626
Retained earnings	51,057,255	47,292,915
Accumulated other comprehensive income (loss)	715,688	(304,512)
Non-controlling interest	10,916,753	10,141,106
Total equity	<u>78,256,322</u>	72,696,135
Total liabilities and equity	<u>175,704,093</u>	163,025,303
Regulatory balances	3,886,780	2,691,529
Total liabilities, equity and regulatory balances	<u><u>\$179,590,873</u></u>	<u><u>\$165,716,832</u></u>
<b>Results of Operations</b>		
Revenues	\$161,327,253	\$154,212,555
Operating expenses	<u>154,458,325</u>	<u>147,332,079</u>
Income from operating activities	<b>6,868,928</b>	6,880,476
Regulatory Balances	(175,152)	(2,195,342)
Other comprehensive (loss) income	<u>1,185,590</u>	<u>246,252</u>
Total comprehensive income	<b>7,879,366</b>	4,931,386
Non-controlling interest	<u>(1,099,172)</u>	<u>(687,928)</u>
Net income	<u><u>\$ 6,780,194</u></u>	<u><u>\$ 4,243,458</u></u>

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 7. DEFERRED REVENUE

Provincial legislation restricts how funds relating to development charges, subdivider contributions, provincial and federal funding and building permits may be used.

	<b>2025</b>	<b>2024</b>
Development Charges Act	\$ 11,802,289	\$ 12,893,898
Recreational land (The Planning Act)	214,128	403,396
Canada Community Building Fund	5,444,196	3,516,875
Provincial Gasoline Tax	2,359,803	3,041,981
Building Permit (Building Code Act)	1,933,989	1,980,934
Ontario Community Infrastructure Fund Reserve	4,044,233	5,733,927
Ontario Municipal Commuter Cycling Program	-	34,530
Other Senior Government Grants	-	11,193
Ontario Building Faster Fund	86,182	285,631
	<b>\$ 25,884,820</b>	<b>\$ 27,882,365</b>
Total	<b>\$ 25,884,820</b>	<b>\$ 27,882,365</b>

Total activities for the above items is summarized as follows:

	<b>2025</b>	<b>2024</b>
Balance, beginning of the year	\$ 27,882,365	\$ 25,368,715
Developer contributions received	1,113,362	2,316,169
Canada grants	2,973,805	8,775,659
Ontario grants	8,076,794	9,514,901
Interest earned	979,640	1,422,716
Internal borrowings for Developmental Charges Reserve	(1,375,144)	(1,375,144)
Provincial Gasoline Tax funding utilized	(2,023,298)	(1,796,142)
Funds Utilized by Municipality	(11,742,704)	(16,344,509)
Net increase	<b>(1,997,545)</b>	2,513,650
Balance, end of the year	<b>\$ 25,884,820</b>	<b>\$ 27,882,365</b>

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements  
Year Ended December 31, 2025

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## 8. LONG-TERM LIABILITIES

(a) The following is an analysis of the long-term liabilities by debt instrument:

	<b>2025</b>	<b>2024</b>
Long-term bank loans	\$ 81,304	\$ 1,024,968
Capital lease	17,250	18,975
Long-term liabilities, end of year	<u>\$ 98,554</u>	<u>\$ 1,043,943</u>

The long-term bank loans are issued on a demand basis.

(b) The Bank loan from the Royal Bank of Canada (RBC) matured on January 27, 2023. City Council approved the loan extension for 3 years at an interest rate of 5.57% with a 3 year amortization period. Final payment of this loan was made in January 2026.

(c) The annual principal payments after taking into account the RBC bank loan maturity and extension at an interest rate of 5.57% with a 3 year amortization period noted above are:

2026	\$ 83,029
2027	1,725
2028	1,725
2029	1,725
2030	1,725
2031 to 2035	<u>8,625</u>
	<u><b>\$ 98,554</b></u>

(d) The annual principal and interest payments required to service the long-term liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 8. LONG-TERM LIABILITIES

(e) Total activity for the year for long-term liabilities which are reported on the Consolidated Statement of Operations are as follows:

	<b>2025</b>	<b>2024</b>
Balance, beginning of year	\$ 1,043,943	\$ 1,938,002
Principal payments	(945,389)	(894,059)
Balance, end of year	<u><u>\$ 98,554</u></u>	<u><u>\$ 1,043,943</u></u>

Actual interest payments related to long-term liabilities in the current year were \$33,241 (2024 - \$84,572). Interest rates on the long-term liabilities range from 0% - 5.57% (2024 - 0% - 5.57%).

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# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 9. EMPLOYEE FUTURE BENEFITS

	<b>2025</b>	<b>2024</b>
Sick leave benefit plan	\$ 4,451,100	\$ 4,283,200
Future payments required to WSIB	12,149,300	12,691,300
Post retirement benefits	19,733,600	20,051,400
Accrued vacation pay	1,512,608	1,311,808
Accrued overtime pay	279,129	219,666
Total	<u><u>\$ 38,125,735</u></u>	<u><u>\$ 38,557,374</u></u>

#### (a) Sick Leave Benefit Plan

Under the sick leave benefit plan for members of the Firefighters' Association, unused sick leave can be accumulated and employees may become entitled to a cash payment when they leave the City's employment. For all other employee groups, the sick leave benefit plan was terminated prior to 1980, at which time the unused sick leave was frozen with payout due when the employee leaves the City's employment. Information about the City's sick leave benefit plan is as follows:

	<b>2025</b>	<b>2024</b>
Accrued benefit liability, beginning of year	\$ 4,283,200	\$ 4,181,500
Current service cost	212,400	165,100
Interest on accrued benefit obligation	193,600	180,600
Employer contribution	<u>(238,100)</u>	<u>(244,000)</u>
Estimated benefit liability, end of year	<u><u>\$4,451,100</u></u>	<u><u>\$ 4,283,200</u></u>

Possible payments over the next five years to employees who are eligible to retire are:

2026	\$ 910,279
2027	798,088
2028	-
2029	263,714
2030	669,568
Total	<u><u>\$2,641,649</u></u>

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 9. EMPLOYEE FUTURE BENEFITS

### (b) Workplace Safety and Insurance Board

The Workplace Safety and Insurance Board (WSIB) administers injured worker benefits on behalf of the Municipality as a Schedule II employer. The payments made for the year were \$2,632,130 (2024 - \$1,694,846). The estimate of the future benefit costs of \$12,149,300 (2024 - \$12,691,300) for WSIB claims was determined based on benefits currently in-force with provision for benefits not yet awarded as follows:

	2025	2024
In-force claims	\$ 13,812,600	\$ 5,983,400
Provision for future claims	4,753,900	2,205,000
Unamortized gains / (losses)	(6,417,200)	4,502,900
	<u>\$ 12,149,300</u>	<u>\$ 12,691,300</u>

An actuarial valuation was performed as at December 31, 2025 to establish the obligations that exist as at that date. A discount rate of 4.50% was used to determine the value of obligations at December 31, 2025. Inflation was assumed to be 2.50% per year. A reserve fund has been established to provide for a portion of this liability and is included in the Consolidated Statement of Financial Position. The balance at the end of the year is \$4,741,619 (2024 - \$4,919,264).

### (c) Post-Retirement Benefits

The City provides certain health and dental benefits on behalf of retired employees up to the age of 65 if they have at least 25 years service with the City upon retirement. The City also provides a healthcare spending account for members of the Firefighters' Association from the age of 65 to age 75, members of the Police Association from the age of 65 to age 70 and members of other employee groups to age 70.

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 9. EMPLOYEE FUTURE BENEFITS

#### (c) Post-Retirement Benefits

Information about the City's health, dental and health care spending account obligations are as follows:

	2025	2024
Accrued benefit liability, beginning of year	\$ 20,051,400	\$ 20,255,400
Current service cost	610,100	630,600
Interest cost	683,300	734,300
Amortization of actuarial experience (gain) loss	(805,500)	(840,900)
Estimated benefits paid	<u>(805,700)</u>	<u>(728,000)</u>
Accrued benefit liability, end of year	<u><b>\$ 19,733,600</b></u>	<u><b>\$ 20,051,400</b></u>

The following shows the reconciliation between the benefit obligation and the accrued post-retirement benefit liability:

	2025	2024
Benefit obligation as at December 31, 2025	\$ 14,994,600	\$ 14,647,400
Unamortized gains	<u>4,739,000</u>	<u>5,404,000</u>
Post-retirement benefit liability as at December 31, 2025	<u><b>\$ 19,733,600</b></u>	<u><b>\$ 20,051,400</b></u>

An actuarial valuation was performed as at December 31, 2024 to establish the obligations as at that date. Extrapolations during the 2025 fiscal period were based on the prior valuation as at December 31, 2024. The actuarial estimate assumes a discount rate of 4.50% and a health care trend rate of 5.50% decreasing 0.1% to an ultimate trend rate of 4.00%. The estimate includes a dental care trend rate of 4.00%. No reserve fund has been established to provide for these liabilities.

#### (d) Accrued Vacation Pay

The provisions of certain plans allow the accumulation of vacation credits for use in future periods. The approximate value of these credits is \$1,512,606 (2024 - \$1,311,808).

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THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 9. EMPLOYEE FUTURE BENEFITS

### (e) Accrued Overtime Pay

The provisions of certain collective agreements between the City and its unionized staff allow for the carry-over of accumulated unpaid overtime to future periods. The approximate value of this accumulated unpaid overtime is \$279,129 (2024 - \$219,666).

## 10. PENSION AGREEMENTS

The City makes contributions to the Ontario Municipal Employees' Retirement System (OMERS), which is a multi-employer plan, on behalf of its employees. The plan is a defined benefit plan which specifies the amount of the retirement benefits to be received by the employees based on the length of service and rates of pay. The OMERS Administration Corporation Board of Directors, representing plan members and employers, is responsible for overseeing the management of the pension plan, including investment of the assets and administration of the benefits. OMERS provides pension services to more than 600,000 active and retired members and approximately 1,000 employers. Each year an independent actuary determines the funding status of OMERS Primary Pension Plan (the Plan) by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. The most recent actuarial valuation of the Plan was conducted as at December 31, 2025. The results of this valuation disclosed total actuarial liabilities of \$151,365 million in respect of benefits accrued for service with actuarial valuation of net assets at that date of \$150,043 million indicating a going concern funding deficit of \$1,322 million.

Because OMERS is a multi-employer pension plan, any pension plan surpluses or deficits are a joint responsibility of the Ontario municipal organizations and their employees. As a result, the City does not recognize any share of the OMERS pension surplus or deficit. The amount contributed to OMERS for 2025 was \$7,137,865 (2024 - \$6,784,764) for current service. The OMERS employer and employee contribution rate was 9.00% to 15.80% depending on income level for 2025 (2024 - 9.00% to 15.80% depending on income level).

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THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

## 11. PROPERTY TAXATION REVENUE AND ACCRUED TAX LIABILITIES

	<b>2025</b>	<b>2024</b>
Taxation Revenue - General Levy	\$ 89,832,815	\$ 86,025,810
Taxation Revenue - Supplementary Tax Levy	373,766	504,972
Payment in Lieu Taxation Revenue	1,615,367	1,577,486
Taxation Revenue - Transit Levy	5,314,764	5,033,804
Taxation Revenue - Supplementary Transit Tax Levy	<u>20,788</u>	<u>30,991</u>
Subtotal of Taxation Revenue	<b><u>97,157,000</u></b>	<b><u>93,173,063</u></b>
Tax Write - offs	(213,515)	(353,154)
Tax Rebates and Exemptions	(67,483)	(70,567)
Change in Accrued Tax Liability	<u>252,784</u>	<u>825,664</u>
Subtotal of Tax Write - offs, Rebates and Exemptions	<b><u>28,214</u></b>	<b><u>(401,943)</u></b>
Total Property Taxation Revenue	<b><u>\$ 97,128,786</u></b>	<b><u>\$ 93,575,006</u></b>

### Reconciliation of Assessment Appeal Provision and Accrued Tax Liability

	<b>2025</b>	<b>2024</b>
Estimate of expected appeals	\$ 263,328	\$ 86,417
Estimate of expected supplementary taxes	<u>(445,060)</u>	<u>(15,365)</u>
Potential Future Tax Liability	<b><u>\$ (181,732)</u></b>	<b><u>\$ 71,052</u></b>

The potential future tax liability includes an estimate of all potential changes due to the results of tax appeals and supplementary taxes as the result of Assessment Review Board Decisions, Minutes of Settlement, Post Roll Assessment notices, Supplementary and Omitted Assessments and other tax adjustments that are processed under the Municipal Act, 2001.

The actual future results will differ from these estimates as tax appeals are settled and actual assessment values are applied to supplemental properties.

THE CORPORATION OF THE CITY OF SARNIA  
Notes to the Consolidated Financial Statements  
Year Ended December 31, 2025

12. TANGIBLE CAPITAL ASSETS

2025	Land	Land Improvements	Buildings	Machinery & Equipment	Vehicles	Computers	Roads	Water Distribution	Sanitary Sewer	Storm Sewer	Assets Under Construction	2025	2024
<b>Cost</b>													
Balance, Beginning of year	\$122,224,564	\$ 72,591,768	\$155,447,467	\$ 99,141,887	\$43,290,006	\$ 8,475,457	\$290,623,745	\$150,459,215	\$85,576,480	\$ 91,414,215	\$ 13,139,253	\$ 1,132,384,057	\$ 1,093,538,597
Add: additions during the year	1,191,968	7,498,565	4,054,527	2,991,611	8,112,852	339,241	10,739,855	3,643,995	1,006,549	1,284,291	20,837,225	61,700,679	63,995,496
Less: disposals during the year	-	(436,468)	(107,323)	(1,167,589)	(954,338)	-	(2,257,596)	(428,596)	(58,956)	(156,962)	(6,000,284)	(11,568,112)	(25,194,999)
LAWSS Adjustment	(7,379)	(7,599)	(360,601)	(2,940)	-	-	-	(583,203)	-	-	(154,328)	(1,116,050)	44,963
<b>Balance, end of year</b>	<b>123,409,153</b>	<b>79,646,266</b>	<b>159,034,070</b>	<b>100,962,969</b>	<b>50,448,520</b>	<b>8,814,698</b>	<b>299,106,004</b>	<b>153,091,411</b>	<b>86,524,073</b>	<b>92,541,544</b>	<b>27,821,866</b>	<b>1,181,400,574</b>	<b>1,132,384,057</b>
<b>Accumulated Amortization</b>													
Balance, beginning of year	-	35,135,904	58,238,685	69,367,013	22,596,472	5,708,795	152,143,534	60,710,128	26,498,804	45,522,622	-	475,921,955	455,920,336
Add: amortization	-	2,249,974	3,401,195	3,224,489	2,669,039	878,975	6,204,655	2,209,223	1,429,794	1,551,677	-	23,819,021	23,850,131
Less: accumulated amortization on disposals	-	(115,358)	(96,603)	(1,140,861)	(844,396)	-	(1,742,056)	(339,223)	(53,189)	(87,240)	-	(4,418,926)	(3,865,573)
LAWSS Adjustment	-	(4,063)	(164,240)	(393)	-	-	-	(174,542)	-	-	-	(343,238)	17,061
<b>Balance, end of year</b>	<b>-</b>	<b>37,266,457</b>	<b>61,379,037</b>	<b>71,450,248</b>	<b>24,421,115</b>	<b>6,587,770</b>	<b>156,606,133</b>	<b>62,405,584</b>	<b>27,875,409</b>	<b>46,987,059</b>	<b>-</b>	<b>494,978,812</b>	<b>475,921,955</b>
<b>Net book value of tangible capital assets</b>	<b>\$123,409,153</b>	<b>\$ 42,379,809</b>	<b>\$ 97,655,033</b>	<b>\$ 29,512,721</b>	<b>\$26,027,405</b>	<b>\$ 2,226,928</b>	<b>\$142,499,871</b>	<b>\$ 90,685,827</b>	<b>\$58,648,664</b>	<b>\$ 45,554,485</b>	<b>\$ 27,821,866</b>	<b>\$ 686,421,762</b>	<b>\$ 656,462,102</b>

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THE CORPORATION OF THE CITY OF SARNIA  
Notes to the Consolidated Financial Statements  
Year Ended December 31, 2025

12. TANGIBLE CAPITAL ASSETS

2024	Land	Land Improvements	Buildings	Machinery & Equipment	Vehicles	Computers	Roads	Water Distribution	Sanitary Sewer	Storm Sewer	Assets Under Construction	2024
<b>Cost</b>												
Balance, beginning of year	\$122,163,785	\$ 56,798,033	\$142,067,837	\$ 97,018,212	\$42,034,464	\$ 8,022,927	\$281,507,016	\$147,470,093	\$84,614,109	\$ 89,057,578	\$ 22,784,543	\$ 1,093,538,597
Add: addition during the year	60,397	16,356,750	13,423,636	2,888,076	1,933,999	452,530	10,629,443	3,840,622	1,054,263	2,748,307	10,607,473	63,995,496
Less: disposals during the year	-	(563,408)	(62,500)	(764,425)	(678,457)	-	(1,512,714)	(876,839)	(91,892)	(391,670)	(20,253,094)	(25,194,999)
LAWSS Adjustment	382	393	18,494	24	-	-	-	25,339	-	-	331	44,963
<b>Balance, end of year</b>	<b>122,224,564</b>	<b>72,591,768</b>	<b>155,447,467</b>	<b>99,141,887</b>	<b>43,290,006</b>	<b>8,475,457</b>	<b>290,623,745</b>	<b>150,459,215</b>	<b>85,576,480</b>	<b>91,414,215</b>	<b>13,139,253</b>	<b>1,132,384,057</b>
<b>Accumulated Amortization</b>												
Balance, beginning of year	-	33,965,078	54,808,858	66,042,605	20,754,429	4,835,695	147,060,198	59,073,461	25,138,370	44,241,642	-	455,920,336
Add: amortization	-	1,700,359	3,484,263	4,000,222	2,407,223	873,100	6,135,843	2,216,115	1,437,615	1,595,391	-	23,850,131
Less: accumulated amortization on disposals	-	(529,736)	(62,500)	(675,833)	(565,180)	-	(1,052,507)	(588,225)	(77,181)	(314,411)	-	(3,865,573)
LAWSS Adjustment	-	203	8,064	19	-	-	-	8,775	-	-	-	17,061
<b>Balance, end of year</b>	<b>-</b>	<b>35,135,904</b>	<b>58,238,685</b>	<b>69,367,013</b>	<b>22,596,472</b>	<b>5,708,795</b>	<b>152,143,534</b>	<b>60,710,126</b>	<b>26,498,804</b>	<b>45,522,622</b>	<b>-</b>	<b>475,921,955</b>
<b>Net book value of tangible capital assets</b>	<b>\$122,224,564</b>	<b>\$ 37,455,864</b>	<b>\$ 97,208,782</b>	<b>\$ 29,774,874</b>	<b>\$20,693,534</b>	<b>\$ 2,766,662</b>	<b>\$138,480,211</b>	<b>\$ 89,749,089</b>	<b>\$59,077,676</b>	<b>\$ 45,891,593</b>	<b>\$ 13,139,253</b>	<b>\$ 656,462,102</b>

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 13. ACCUMULATED SURPLUS

The accumulated surplus consists of the following balances:

	<b>2025</b>	<b>2024</b>
<b>Surplus</b>		
Investment in tangible capital assets	\$ 686,421,762	\$ 656,462,102
Capital assets financed by internal borrowings and to be funded in future year	(7,324,992)	(8,700,136)
Land held for sale	4,167,178	4,331,043
Capital fund - Drains	(1,493,532)	(894,213)
Equity in Sarnia Power Corporation	84,069,205	79,284,665
Unfunded		
Long-term liabilities	(98,554)	(1,043,943)
Accrued interest on long-term liabilities	-	(626)
Asset Retirement Obligation	(2,384,676)	(2,437,866)
Employee future benefits	(37,846,606)	(38,777,040)
Accrued tax liabilities	181,732	(71,052)
<b>Total Surplus</b>	<b><u>725,691,517</u></b>	<b><u>688,152,934</u></b>
<b>Reserves Set Aside for Specific Purpose by Council</b>		
Working fund	11,623	6,411,069
Replacement of equipment	5,506,741	4,929,227
Capital projects	83,180,328	82,124,554
Other programs	1,235,890	1,019,466
<b>Total Reserves</b>	<b><u>89,934,582</u></b>	<b><u>94,484,316</u></b>
<b>Discretionary Reserve Funds Set Aside for Specific Purpose by Council</b>		
Insurance	8,586,150	8,680,622
Airport Operator	303,193	413,235
Harbour operations	5,641,539	4,538,138
Special projects	2,135,065	2,028,118
Other programs	880,932	949,042
<b>Total Reserve Funds</b>	<b><u>17,546,879</u></b>	<b><u>16,609,155</u></b>
<b>Total Accumulated Surplus</b>	<b><u>\$ 833,172,978</u></b>	<b><u>\$ 799,246,405</u></b>

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 13. ACCUMULATED SURPLUS

The City is committed to pay the interest earned on \$600,000 (2024 - \$600,000) of the reserve funds to outside agencies.

### Internal Borrowings

As part of the 2020 capital budget, Council approved the internal borrowing of up to \$8,242,500 from Reserves to currently fund a portion of the City's sewer upgrade project that will ultimately be funded from charges collected in the future under the Development Charges Act. As part of the 2021 capital budget, Council approved the internal borrowing of up to \$3,849,492 from Reserves to currently fund a portion of the City's Rapid's Parkway extension project that will ultimately be funded from charges collected in the future under the Development Charges Act. The internal borrowings net of repayments totaled \$7,324,992 as at December 31, 2025.

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 14. JOINT LOCAL BOARD CONSOLIDATION - LAWSS

The following summarizes the financial position and operations of Lambton Area Water Supply System (LAWSS) which has been reported in these financial statements using the proportionate consolidation method.

The consolidated financial statements include the City's 59.51% (2024 - 60.09%) proportionate interest in the following:

	2025	2024
<b>Statement of Financial Position</b>		
Financial Assets	<u>\$ 25,588,494</u>	<u>\$ 22,330,263</u>
Liabilities		
Current liabilities	1,540,678	971,447
Asset Retirement Obligation	<u>298,714</u>	<u>282,171</u>
Total liabilities	<u>1,839,392</u>	<u>1,253,618</u>
Net Financial Assets	<u>23,749,102</u>	<u>21,076,645</u>
Non-Financial Assets		
Tangible capital assets	<u>97,411,989</u>	<u>95,230,084</u>
Accumulated Surplus	<u>\$ 121,161,091</u>	<u>\$ 116,306,729</u>
<b>Statement of Operations</b>		
Revenues	\$ 14,585,145	\$ 13,856,813
Expenses - excluding amortization	7,617,648	6,462,734
Amortization	<u>2,113,135</u>	<u>2,309,050</u>
Net revenues	<u>\$ 4,854,362</u>	<u>\$ 5,085,029</u>

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THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 15. CONTRACTUAL OBLIGATIONS

### (a) Ontario Clean Water Agency

In accordance with service agreements entered into with the Ontario Clean Water Agency (OCWA), a portion of the sewage and water system is operated by the Agency. The City is obligated to meet all operating costs and repay the long-term liabilities related to these projects.

OCWA is contracted to operate the water treatment plant on behalf of LAWSS. Included in the Consolidated Statement of Operations for 2025 are charges for the operation of the water treatment plant in the amount of \$3,140,437 (2024 - \$2,977,132).

### (b) Marcotte Disposal Inc.

At its February 10, 2025 meeting, City Council accepted the proposal from Marcotte Disposal Inc. for curbside waste collection services which includes garbage, yard waste, brush and associated fuel costs starting July 1, 2025. The total cost of the 24 month contract is \$5,043,042.

### (c) Bluewater Power Services Corporation

The City entered into two six year agreements with Bluewater Power Services Corporation, a subsidiary of Bluewater Power Corporation, on January 1, 2021 for the provision of water meter reading services and water meter maintenance and installation services. The cost of work to be performed under the two agreements is approximately \$6,777,000 over the six-year term.

### (d) Metrolinx

At its November 17, 2025 meeting, City Council approved the purchase of 5 transit buses from Metrolinx for a total of \$2,000,000. An additional \$2,000,000 for 7 additional transit buses from Metrolinx was approved at the March 9, 2026 City Council meeting. These buses are expected to be received in 2026 and 2027.

### (e) Marcotte Disposal Inc.

At its January 19, 2026 meeting, City Council accepted the tender submitted by Marcotte Disposal for waste transfer station services for a total cost of \$1,427,489. Further, at the March 9, 2026 meeting, City Council accepted the tender submitted by Marcotte Disposal for curbside waste collection services for a total cost of \$20,600,541. Both contracts were approved for a 7 year term beginning in 2027.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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### 15. CONTRACTUAL OBLIGATIONS

#### (f) Convertus Canada Ltd.

At its January 19, 2026 meeting, City Council accepted the tender submitted by Convertus Canada Ltd for organic waste processing services with a total cost of \$5,159,325 for a 7 year term beginning in 2027.

#### (g) Progressive Auto Sales Arena Upgrades

At its January 19, 2026 meeting, City Council accepted tenders submitted by Innovative Construction Services Inc for the replacement of the HVAC roof top unit at Progressive Auto Sales Arena for a total cost of \$2,170,541. City Council also accepted the tender submitted by CIMCO Refrigeration for the replacement of the refrigeration plant for a total cost of \$2,597,831.

#### (h) Other Infrastructure Contracts

At the following meetings, City Council accepted tenders submitted to various infrastructure projects to be completed in 2026:

March 9, 2026 - Clarke Construction for College Avenue reconstruction; total cost of \$1,866,482

March 30, 2026 - Henry Heyink Construction Ltd for Johnston & Queen Streets reconstruction; total cost of \$1,502,969

March 30, 2026 - BKT Excavating Ltd for Kathleen Avenue reconstruction; total cost of \$2,625,613

March 30, 2026 - Clarke Construction Ltd for Copland Road reconstruction; total cost of \$1,879,609

March 30, 2026 - Birnam Excavating Ltd for Talfourd Pumping Station upgrades; total cost of \$1,835,939

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THE CORPORATION OF THE CITY OF SARNIA

**Notes to the Consolidated Financial Statements**  
**Year Ended December 31, 2025**

**16. BUDGET FIGURES**

Budget data presented in these consolidated financial statements are based upon the 2025 operating budget as approved by Council and adopted by the City on December 11, 2024. Adjustments to budgeted values were required to provide comparative budget values based on the full accrual basis of accounting.

The chart below reconciles the approved budget with the budget figures as presented in these consolidated statements.

	<b>2025 Budget</b>	<b>2024 Budget</b>
<b>Revenues</b>		
Approved Operating Budget	\$ 184,252,273	\$ 179,558,301
Adjustments:		
Net contribution from reserve and reserve funds	(3,927,080)	(7,378,611)
Tax Reductions	(634,200)	(634,200)
Internal allocation elimination entries	(6,437,377)	(5,753,052)
LAWSS consolidated adjustment	594,488	809,127
Adjusted Operating Budget per Statement of Operations	<b>173,848,104</b>	166,601,565
<b>Expenses</b>		
Approved Operating Budget	184,252,273	179,558,301
Adjustments:		
Net contribution to reserve, reserve funds and capital	(27,882,980)	(30,905,627)
Tax Reductions	(634,200)	(634,200)
Debt principal repayments	(944,291)	(892,585)
Internal allocation elimination entries	(6,437,377)	(5,753,052)
Unfunded liability adjustment	2,349,534	816,789
LAWSS consolidated adjustment	(2,392,017)	(2,246,467)
Amortization - not including LAWSS	22,561,494	22,462,622
Loss on disposals of TCAs	1,148,904	1,076,333
Accretion - ARO - not including LAWSS	116,366	119,679
Adjusted Operating Budget per Statement of Operations	<b>172,137,706</b>	163,601,793
Total Net Revenue	<b>\$ 1,710,398</b>	<b>\$ 2,999,772</b>

**Notes to the Consolidated Financial Statements**  
**Year Ended December 31, 2025**

**17. GOVERNMENT TRANSFERS**

	<b>2025</b>	<b>2024</b>
Operating		
Province of Ontario		
Ontario Municipal Partnership Fund	\$ 3,812,100	\$ 3,567,200
Program Support	713,730	426,553
Certified Site Program	16,519	-
Provincial Gas Tax	1,185,674	1,458,609
Criminal Intelligence Service Ontario	8,000	-
Encampment Response Initiative Fund	104,000	-
	<u><b>5,840,023</b></u>	<u><b>5,452,362</b></u>
Government of Canada		
Program Support	185,714	58,247
Federal Harbour	-	341,742
	<u><b>185,714</b></u>	<u><b>399,989</b></u>
<b>Total Operating</b>	<u><b>6,025,737</b></u>	<u><b>5,852,351</b></u>
Capital		
Province of Ontario		
Provincial Gas Tax	729,455	182,052
Ministry of Environment	-	84,626
Drainage Grants	531	57,690
Next Generation 911	2,406,054	-
Ontario Community Infrastructure Fund	7,926,090	3,647,598
Ontario Municipal Commuter Cycling Program	34,530	-
Investing in Canada Infrastructure Program	1,968,725	2,527,157
Ontario Building Faster Fund	726,351	-
Water Erosion Control Infrastructure	240,000	-
Other Provincial Support	128,961	-
	<u><b>14,160,697</b></u>	<u><b>6,499,123</b></u>

Notes to the Consolidated Financial Statements  
Year Ended December 31, 2025

17. GOVERNMENT TRANSFERS

	2025	2024
Government of Canada		
Canada Community Building Fund	432,226	713,913
Disaster Mitigation and Adaptation Fund	1,743,430	3,116,135
Investing in Canada Infrastructure Program	2,416,334	3,283,987
Active Transportation Fund	-	75,000
RTSF	614,256	-
	<u>5,206,246</u>	<u>7,189,035</u>
<b>Total Capital</b>	<u>19,366,943</u>	<u>13,688,158</u>
<b>Total Government Transfers</b>	<u>\$25,392,680</u>	<u>\$19,540,509</u>

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## 18. SEGMENTED REPORTING

The City of Sarnia has adopted a business approach to the various responsibilities carried out by the City and has separated the financial transactions to better reflect the true cost of each segment. The following provides a brief description of the individual segments used. Refer to Schedule A - Schedule of Segment Disclosure.

### General Government

General Government is comprised of various departments including the Mayor & Council, Chief Administration Officer, Clerk and Corporate Services. These departments support and provide a variety of services to other departments within the Municipality and the public.

### Protection Services

Protection Services is comprised of the Police Services, Fire Services and By-law Enforcement departments. The Sarnia Police Services' mandate is to ensure public safety within the municipality. Through patrols, detective work, education, and other efforts the police department works to deter and prevent crime. The Sarnia Fire Rescue Service serves the residents of the City of Sarnia by providing fire prevention, public education and fire suppression services. It operates out of five stations covering an area of 168 square kilometres and approximately 72,000 residents. The services provided include fire suppression and prevention, water rescue, high-angle rescue, confined space rescue, specialized vehicle extrication and industrial firefighting. The By-law Enforcement department includes parking enforcement, building permits and animal control.

### Transportation Services

Transportation Services consists of road maintenance and construction as well as Sarnia Transit, winter control, and streetlighting. Sarnia Transit is responsible for providing public transportation within the transit service area of the city. The Municipality's Transit employees operate and maintain a fleet of 25 buses on the conventional transit system and 6 specialized vehicles on the Care-a-Van service. Road maintenance and construction maintains approximately 928 kilometres of roads and takes care of pothole maintenance, hot mix patching, paving, street cleaning, signage, and winter control.

### Environmental Services

Environmental Services consists of sanitary sewage systems, storm sewer maintenance, waterworks system construction and maintenance, waste collection, waste disposal, recycling and compost. The sewage division constructs and maintains the Municipality's storm and sanitary sewage systems. Environmental Services also ensures the maintenance and proper operation of 49 wastewater pump stations and 8 stormwater facilities. The Municipality also operates 2 wastewater treatment plants.

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THE CORPORATION OF THE CITY OF SARNIA

Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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## 18. SEGMENTED REPORTING

### Health Services

Health Services consists of grants to the Physician Recruitment Taskforce and Bluewater Health Foundation.

### Social and Family Services

Social and Family Services consists of Strangway Centre programming and activities. The Strangway Centre provides leisure, educational and social activities and services.

### Recreation and Cultural Services

Recreation and Cultural Services provide for all of the City's parks, trees, floral displays, sports and recreation facilities, beaches, pools, arenas, special events and more. Numerous recreational programs are offered throughout the year for the enjoyment of the general public.

### Planning and Development

Planning and Development's function is to assist City Council, the development community and the public in matters relating to land use planning and building construction.

## 19. OUTSTANDING LITIGATION

The City and/or its related boards have been named defendants in certain legal actions. The final liability, if any, of these claims is indeterminable as the City and/or its related board have established defence actions.

## 20. PUBLIC LIABILITY INSURANCE

In recent years, there have been substantial increases in the premiums charged by the insurance industry for public liability insurance. As a result, the City has conducted mitigation efforts to reduce the inherent risks, and has contracted out operational and property risks to private insurers. Municipal liability on inherent risks remains within the deductible of said insurance policies and the aggregate of claims in excess of policy limits (\$50,000,000 on operations risks and \$100,000,000 on property risks).

The City has various insurance policies to cover its operations and policies. The City self-insures for the deductible under the various policies and for single/aggregate claims that exceed policy limits of \$50,000,000.

The City has established a reserve fund for self-insurance. The balance at the end of the year is \$3,844,531 (2024 - \$3,761,358) and is included in accumulated surplus.

# Correspondence #7 - June 22, 2206

THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

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### 20. PUBLIC LIABILITY INSURANCE

Claims settled during the year, amounting to \$654,661 (2024 - \$484,761), have been provided for from the reserve fund. Of the total amount of claims settled in 2025, \$654,661 has accordingly been reported as an expenditure on the Consolidated Statement of Operations, and \$0 has been reported as a Tangible Capital Asset on the Consolidated Statement of Financial Position.

### 21. INTER - ENTITY TRANSACTIONS

The City has contracted with subsidiaries of Bluewater Power Corporation to provide billing and collection services for water and sewer charges on a cost recovery basis, water meter management, repair and replacement services. Charges for the year were \$3,526,319 (2024 - \$3,867,034).

### 22. ASSET RETIREMENT OBLIGATIONS

The City applied new Section PS 3280 on January 1, 2023 using the modified retroactive method with restatement. Asset retirement obligations were recognized related to the remediation required for asbestos present in Centennial Park and four municipal buildings, along with monitoring and remediation costs at Canatara Park. As at year end, an obligation of \$2,562,441 has been accrued on the statement of financial position. This amount includes 59.51% of Lambton Area Water Supply System (LAWSS) which has been reported in these financial statements using the proportionate consolidated method. The amount for the City was determined based on total undiscounted expenditures of \$29,981,958 present valued at a discount rate of 5.57% as follows:

Buildings with asbestos	1-20 Years
Parks	5-100 Years

Payment to settle the asset retirement obligations will occur at the end of their life in full.

	<b>2025</b>	<b>2024</b>
Asset retirement obligation, beginning of year	\$ 2,437,866	\$ 2,308,691
Accretion expense	116,366	119,678
Accretion expense -LAWSS	9,845	9,417
Adjustment due to allocation change from prior year - LAWSS	<u>(1,636)</u>	<u>80</u>
Asset retirement obligation, end of year	<b><u>\$ 2,562,441</u></b>	<b><u>\$ 2,437,866</u></b>

Significant estimates and assumptions are made in determining the asset retirement costs as there are numerous factors that will affect the amount ultimately payable. Those uncertainties may result in future actual expenditures that are different than the amounts

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 22. ASSET RETIREMENT OBLIGATIONS

currently recorded. At each reporting date, as more information and experience is obtained as it relates to these asset retirement obligations, the estimates of the timing, the undiscounted cash flows and the discount rates may change. Adjustments to these factors are accounted for as an adjustment to the asset retirement obligation and the related tangible capital asset in the current period on a prospective basis.

### 23. FINANCIAL INSTRUMENTS - RISK MANAGEMENT

#### Credit Risk

Credit risk is the risk of financial loss to the City if a debtor fails to make payments of interest and principal when due. The Municipality is exposed to this risk relating to its cash, debt holdings in its investment portfolio and accounts receivable. The City holds its cash accounts with a federally regulated chartered bank.

The City's investment policy operates within the constraints of the investment provisions within the Municipal Act.

Accounts receivable are primarily due from Canada Revenue Agency, federal government grants, provincial grants, other municipal governments, and residents of Sarnia. Credit risk is mitigated by the financial solvency of the provincial and upper tier governments and the highly diversified nature of the resident population.

The City measures its exposure to credit risk based on how long the amounts have been outstanding. The amounts outstanding at year end were as follows:

Items	Total	Current	Past Due		
			31-60 days	61-90 days	>90 days
Federal	\$ 8,854,371	\$ 4,332,124	\$ 1,056,633	\$ 953,686	\$ 2,511,928
Provincial	4,190,364	2,103,418	-	-	2,086,946
Upper-tier	1,880,887	1,880,887	-	-	-
Municipal	318,300	309,414	-	790	8,096
Other	13,954,770	13,182,321	64,299	32,011	676,139
<b>Total receivables</b>	<b>\$ 29,198,692</b>	<b>\$21,808,164</b>	<b>\$ 1,120,932</b>	<b>\$ 986,487</b>	<b>\$ 5,283,109</b>

There have been no significant changes from the previous year in the exposure to risk or policies, procedures and methods used to measure the risk.

#### Liquidity Risk

Liquidity risk is the risk that the City will not be able to meet all cash outflow obligations as

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THE CORPORATION OF THE CITY OF SARNIA

## Notes to the Consolidated Financial Statements

Year Ended December 31, 2025

### 23. FINANCIAL INSTRUMENTS - RISK MANAGEMENT

#### Liquidity Risk

they come due. The City mitigates this risk by monitoring cash activities and expected outflows through extensive budgeting. The following table sets out the contractual maturities as of December 31, 2025 (representing undiscounted contractual cash-flow of financial liabilities):

	Total	within 1 year	1-5 years	>5 years
Accounts payable and accrued liabilities	\$ 24,405,630	\$ 16,103,585	\$ 8,302,045	\$ -
Long-term debt	98,554	83,029	8,625	6,900
	<b>\$ 24,504,184</b>	<b>\$ 16,186,614</b>	<b>\$ 8,310,670</b>	<b>\$ 6,900</b>

There have been no significant changes from the previous year in the exposure to risk or policies, procedures and methods used to measure the risk.

### 24. FINANCIAL INSTRUMENTS - CLASSIFICATION

The following table provides cost and fair value information of financial instruments by category. The maximum exposure to credit risk would be the carrying value as shown below.

	2025		2024	
	Fair Value	Amortized Cost	Fair Value	Amortized Cost
Cash	\$123,502,947	\$ -	\$124,278,489	\$ -
Accounts receivable	-	29,198,692	-	30,461,085
Long-term receivables	-	736,527	-	873,743
Investments	-	600,000	-	600,000
Accounts payable and accrued liabilities	-	24,405,630	-	21,623,020
Long-term debt	-	98,554	-	1,043,943
Total	<b>\$123,502,947</b>	<b>\$ 55,039,403</b>	<b>\$124,278,489</b>	<b>\$ 54,601,791</b>

### 25. COMPARATIVE AMOUNTS

Certain comparative amounts presented in the financial statements have been reclassified to conform with the current year's presentation.

Schedule A

Schedule of Segment Disclosure  
For the Year Ended December 31, 2025

	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Social and Family Services	Recreation and Cultural Services	Planning and Development	2025 Total
<b>REVENUES</b>									
Property taxation	\$ 91,806,712	\$ -	\$ 5,322,074	\$ -	\$ -	\$ -	\$ -	\$ -	97,128,786
User fees and service charges	1,000,357	3,351,410	3,607,529	48,043,388	-	368,630	3,725,108	2,895,673	62,992,095
Grants	4,008,970	3,086,051	13,728,609	3,623,402	-	59,420	119,000	767,228	25,392,680
Rents and financial	7,329,004	108,951	494,250	627,613	-	5,450	39,599	516,401	9,121,268
Other municipalities	1,862	2,169,902	1,424,755	1,670,569	-	-	-	916,629	6,183,717
Other	8,275,073	138,400	1,396,991	(494,053)	-	200	46,092	(2,751)	9,359,952
	<b>112,421,978</b>	<b>8,854,714</b>	<b>25,974,208</b>	<b>53,470,919</b>	<b>-</b>	<b>433,700</b>	<b>3,929,799</b>	<b>5,093,180</b>	<b>210,178,498</b>
<b>EXPENSES</b>									
Salaries, wages, employee benefits & non-functionalized unfunded liabilities	7,358,370	57,968,797	10,869,736	13,541,854	-	202,658	6,042,081	1,101,790	97,085,286
Materials	4,497,839	8,347,331	6,044,797	4,847,165	-	339,247	6,659,349	1,075,801	31,811,529
Contracted services	1,214,489	1,239,624	2,977,194	13,528,430	-	58,168	1,929,262	270,340	21,217,507
Net long-term liability interest charges	-	-	-	-	-	-	32,615	-	32,615
Amortization of tangible capital assets	1,081,063	2,430,095	8,549,934	9,124,937	-	34,862	2,535,501	43,929	23,800,321
Amortization of tangible assets - ARO	79	-	-	-	-	-	18,622	-	18,701
Accretion Expense - ARO	7,699	-	-	15,435	-	-	103,076	-	126,210
Other	136,404	684,808	535,934	206,796	80,000	-	515,614	200	2,159,756
	<b>14,295,943</b>	<b>70,670,655</b>	<b>28,977,595</b>	<b>41,264,617</b>	<b>80,000</b>	<b>634,935</b>	<b>17,836,120</b>	<b>2,492,060</b>	<b>176,251,925</b>
<b>NET SURPLUS (DEFICIT)</b>	<b>\$ 98,126,035</b>	<b>\$ (61,815,941)</b>	<b>\$ (3,003,387)</b>	<b>\$ 12,206,302</b>	<b>\$ (80,000)</b>	<b>\$ (201,235)</b>	<b>\$ (13,906,321)</b>	<b>\$ 2,601,120</b>	<b>\$ 33,926,573</b>

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Schedule A

Schedule of Segment Disclosure  
For the Year Ended December 31, 2024

	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Social and Family Services	Recreation and Cultural Services	Planning and Development	2024 Total
<b>REVENUES</b>									
Property taxation	\$ 88,532,806	\$ -	\$ 5,042,201	\$ -	\$ -	\$ -	\$ -	\$ -	93,575,007
User fees and service charges	947,762	3,466,979	3,516,907	45,820,025	-	368,786	3,774,287	4,391,451	62,286,197
Grants	3,637,594	344,473	10,898,222	4,459,760	(29,486)	61,812	85,000	83,134	19,540,509
Rents and financial	8,934,593	14,247	706,194	782,325	-	8,409	49,124	827,081	11,321,973
Other municipal	1,862	1,289,699	1,218,026	268,483	-	-	10,000	916,323	3,704,393
Other	2,775,912	853,663	1,081,565	145,099	-	-	10,987	30,452	4,897,678
	<u>104,830,529</u>	<u>5,969,061</u>	<u>22,463,115</u>	<u>51,475,692</u>	<u>(29,486)</u>	<u>439,007</u>	<u>3,929,398</u>	<u>6,248,441</u>	<b>195,325,757</b>
<b>EXPENSES</b>									
Salaries, wages, employee benefits & non-functionalized unfunded liabilities	8,465,312	52,653,169	10,334,128	12,464,399	-	155,840	5,232,930	1,057,135	90,362,913
Materials	4,263,878	7,292,393	5,352,642	3,846,392	-	283,993	5,646,161	2,064,869	28,750,328
Contracted services	1,016,190	1,413,396	2,799,667	13,038,845	-	56,661	1,963,488	458,730	20,746,977
Net long-term liabilities interest charges	-	-	-	-	-	-	84,320	-	84,320
Amortization of tangible capital assets	1,420,148	2,232,640	8,092,703	10,063,101	-	-	2,022,702	-	23,831,294
Amortization of tangible assets - ARO	79	-	-	136	-	-	18,622	-	18,837
Accretion Expense - ARO	7,293	-	-	24,164	-	-	97,637	-	129,094
Other	71,697	655,335	539,135	464,029	80,000	-	107,194	59,849	1,977,239
	<u>15,244,597</u>	<u>64,246,933</u>	<u>27,118,275</u>	<u>39,901,066</u>	<u>80,000</u>	<u>496,494</u>	<u>15,173,054</u>	<u>3,640,583</u>	<b>165,901,002</b>
<b>NET SURPLUS (DEFICIT)</b>	<u>\$ 89,585,932</u>	<u>\$ (58,277,872)</u>	<u>\$ (4,655,160)</u>	<u>\$ 11,574,626</u>	<u>\$ (109,486)</u>	<u>\$ (57,487)</u>	<u>\$ (11,243,656)</u>	<u>\$ 2,607,858</u>	<b>\$ 29,424,755</b>

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## Independent Auditor's Report

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### To the Members of Council of the Corporation of the City of Sarnia Opinion

We have audited the trust fund financial statements of the Corporation of the City of Sarnia (the Municipality), which comprise the statement of financial position as at December 31, 2025, and the statement of continuity of trust funds for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the trust funds of the Corporation of the City of Sarnia as at December 31, 2025, and its financial performance and its cash flows for the year then ended in accordance with the basis of accounting described in Note 1.

### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to Note 1 to the financial statements which describes the basis of accounting. The financial statements are prepared to assist the Municipality to comply with the reporting requirements of the Bereavement Authority of Ontario. As a result, the financial statements may not be suitable for another purpose.

### Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing

## Correspondence #7 - June 22, 2206

standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements - continued**

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants  
Windsor, Ontario  
DATE TBD

**Correspondence #7 - June 22, 2206**  
**THE CORPORATION OF THE CITY OF SARNIA**  
**TRUST FUND**

**Statement of Continuity of Trust Fund**  
**Year ended December 31, 2025**

	<b>2025 Total</b>	<b>2024 Total</b>
FUND BALANCE, BEGINNING OF YEAR	\$ 14,294	\$ 13,610
<b>REVENUES</b>		
Interest earned	516	685
FUND BALANCE, END OF YEAR	<u>\$ 14,810</u>	<u>\$ 14,295</u>

**Statement of Financial Position**  
**as at December 31, 2025**

	<b>2025 Total</b>	<b>2024 Total</b>
<b>ASSETS</b>		
Trust funds, amounts held with the Corporation of the City of Sarnia	<u>\$ 14,810</u>	<u>\$ 14,295</u>
FUND BALANCE	<u>\$ 14,810</u>	<u>\$ 14,295</u>

The accompanying notes are an integral part of this financial statement.

**Correspondence #7 - June 22, 2206**  
**THE CORPORATION OF THE CITY OF SARNIA**  
**TRUST FUND**

**Notes to the Financial Statements**  
**For the Year Ended December 31, 2025**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICY**

The Trust Fund financial statements are the representation of management and have been prepared in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board of CPA Canada. Precise determination of some assets and liabilities may be dependent upon future events and involves the use of estimates and approximations. These estimates have been based upon the information available using careful judgment and review.

**(a) Basis of Accounting**

- i) Sources of financing and expenditures are reported on the accrual basis of accounting.
- ii) The accrual basis of accounting recognizes revenues as they are earned and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

**2. NATURE OF TRUST FUND**

The Cemetery Care and Maintenance trust fund was established in accordance with the Cemeteries Act for the care and maintenance of certain cemetery grounds.

**3. STATEMENT OF CHANGE IN CASH FLOWS**

A statement of changes in cash flows has not been provided since the sources and uses of cash are readily apparent from the information included in the financial statements.





**ENGINEERING AND OPERATIONS  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: David Jackson, General Manager of Engineering and Operations  
DATE: June 22, 2026  
SUBJECT: Strategic Asset Management Policy and Annual Review

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**Recommendation**

It is recommended:

That Sarnia City Council adopt the revised Strategic Asset Management Policy – June 2026.

**Background**

Asset Management in Ontario is guided by Ontario Regulation 588/17: Asset Management Planning for Municipal Infrastructure made under the *Infrastructure for Jobs and Prosperity Act, 2015*.

O. Reg. 588/17 has specific requirements for Strategic Asset Management Policies and Asset Management Plans:

- Strategic Asset Management Policies were developed by Municipalities in 2019
- Core Infrastructure Asset Management Plans were developed in 2022
- Asset Management Plans incorporating all municipal assets based on current levels of service were developed in 2024
- Asset Management Plans incorporating proposed levels of service, lifecycle management, and a financial strategy were developed in 2025
- Finally, an annual update for council is required and asset management policies and plans need to be updated every five years thereafter

First, the Strategic Asset Management Policy has been revised to reflect the legislative requirement of O. Reg. 588/17. The purpose of Strategic Corporate Asset Management Policy is to provide a framework for ongoing asset management development at the City of Sarnia. This is the second iteration of the strategic asset management policy, with the first edition of the policy approved by Council in 2019.

## Correspondence #8 - June 22, 2026

Second, an annual council review per O. Reg. 588/17 must address:

- a) The municipality's progress in implementing its asset management plan;
- b) Any factors impeding the municipality's ability to implement its asset management plan; and
- c) A strategy to address factors described in clause (b).

This report recommends adoption of the revised Strategic Asset Management Policy and provides Council with an annual asset management update required under O. Reg. 588/17.

### Comments

#### STRATEGIC ASSET MANAGEMENT POLICY

The Strategic Asset Management Policy has been updated to reflect the requirements of O. Reg. 588/17. The purpose of the Policy is to provide a framework for ongoing asset management development at the City of Sarnia. The policy framework provides direction for how asset management supports municipal goals and plans and is integrated with the municipal budget. It also establishes a foundation for continuous quality improvement, guiding principles, municipal commitments, organizational alignment, defined thresholds, coordination across departments, clear responsibilities, Council involvement, and public input.

Since the first policy was developed in 2019, three asset management plans have been developed in sequence: the Core Asset Management Plan 2022, Corporate Asset Management Plan 2024, and the final version of the Corporate Asset Management Plan 2025. As a result of these developments, the Strategic Asset Management Policy has now been updated to provide clarity on budget integration and continuous quality improvement, including a five-year data improvement cycle. Further, the policy is more closely aligned with the requirements of O. Reg. 588/17 and provides a clear framework for asset management development, and renewal, at the City for the next five years.

#### ANNUAL COUNCIL REVIEW

Pursuant to O. Reg. 588/17, the Annual Council Review must address the municipality's progress in implementing its asset management plan, any factors impeding implementation, and strategies to address those factors.

There have been several initiatives undertaken to support the asset management plan and asset management development at the City. This includes an annual inflation update to report current replacement values to Provincial Ministries, tools to improve asset inventories, small capital plans and

## Correspondence #8 - June 22, 2026

inventory improvements, and more recent assessments on waterline rehabilitation and future lining.

As part of the annual inflation update, the current replacement value of City-owned assets is \$4.8 billion as of 2026. In 2025, this was \$4.6 billion, representing a 3.8% increase from 2025 to 2026. The annual inflation calculation utilizes Statistics Canada Consumer Price Index (CPI), the Non-Residential Building Construction Price Index (NRBCPI), and the Municipal Finance Officers' Association of Ontario's calculated CPI and NRBCPI.

The City has also invested in an Asset Manager app as part of its deployment of Cityworks to new service areas. This involved Fleet and Equipment across multiple Divisions (Transit, Environmental Services, and Community Services), Environmental Services assets, and Fire Fleet. The Asset Manager app allows Managers and Administrative Staff the ability to centralize all asset information in one location which is stored in Cityworks and GIS. The app also allows additional attribute information such as condition, costing, lifecycle dates, risk, etc. to be stored and collected in a central database (GIS) which can be utilised for asset management analysis.

Small inventory improvements were targeted for City-owned parking lots, and Sarnia Harbour. Parking lots were assessed, and attribute information was collected such as condition, material, estimated service life remaining, etc. and populated in GIS. A dashboard was created to assist with future capital planning. The Sarnia Harbour was also inventoried and populated in GIS. This included all physical assets, structures, and infrastructure supporting the harbour such as sea walls, wharf areas, fencing, lighting, utilities, etc. This inventory will assist with long-term capital planning. Overall, these inventory improvements served as a trial initiative to inform future data improvement efforts for other asset categories.

Factors impeding the City's ability to implement its asset management plan include long-term funding availability, data quality, capital planning, and staffing. In 2025, the City's long-term target re-investment rate was estimated at 1.8%, or \$83.8 million. This is an annual target for capital, reserve funds for large infrastructure projects, future facility replacements, and growth. In 2025, the four-year average actual capital investment was only 1.2%, or \$56.2 million. The 2026 capital budget totalled \$71.5 million (including fleet and LAWSS capital contribution) equaling a reinvestment rate of over 1.5%. Progress is being made on the funding gap, but it is a significant challenge for all municipalities.

Data quality impacts the City's capital estimates and ability to model future needs. Asset attributes such as lifecycle dates, condition, estimated service life,

## Correspondence #8 - June 22, 2026

risk, etc. are key re-investment factors. However, most of the City's asset inventories are missing some, or most of this critical information. As such, the updated Strategic Asset Management Policy has incorporated a five-year data improvement cycle to coincide with the five-year asset management plan cycle per O. Reg. 588/17.

Finally, long term capital planning and staffing capacity are factors that impact all Divisions and Departments. Asset Management analysis requires data, timing, confirmation with Departments, and incorporation into asset management processes and master plans across the City. There is one full-time equivalent staff designated to Asset Management. This FT position is within the Engineering and Operations Division, accompanying the majority of City-owned assets. Further, Asset Management was identified in the current Council Strategic Plan 2024 as a key strategic priority. This identification continues to highlight the continued needs of asset management across the City.

To conclude the annual review, the updated Strategic Asset Management Policy reflects the City of Sarnia's ongoing commitment to responsible infrastructure management and compliance with O. Reg. 588/17. The City has made significant progress in advancing asset management practices through improved inventories, enhanced data collection, updated asset management plans, and ongoing capital planning. While challenges remain related to funding, data quality, and staffing capacity, the updated Policy provides a clear framework for continuous improvement and long-term infrastructure planning over the next five years.

### **Consultation**

Staff from Engineering and Operations were consulted in the preparation of this report.

### **Financial Implications**

There are no immediate financial implications related to this report. The Strategic Asset Management Policy and annual review provide Council with an opportunity to reflect on the City's asset management needs.

Reviewed by:

David Jackson  
General Manager of Engineering and  
Operations

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Paul Buttery, Asset Management Specialist.

## **Correspondence #8 - June 22, 2026**

Attachments:

- Strategic Asset Management Policy – June 2026



## **STRATEGIC ASSET MANAGEMENT POLICY**

<b>Policy Number:</b>	CS 026
<b>Responsibility:</b>	Asset Management Specialist
<b>Approval:</b>	Mayor and Council
<b>Effective Date:</b>	June 17, 2019 (original policy approval)
<b>Date of Last Review:</b>	June 2026

### **1.0 PURPOSE**

This policy is created in compliance with Ontario Regulation (O. Reg.) 588/17: Asset Management Planning for Municipal Infrastructure of the *Infrastructure for Jobs and Prosperity Act*, 2015.

This is the second iteration of the strategic asset management policy, with the first edition of the policy approved by Council in 2019.

The purpose of Strategic Corporate Asset Management Policy is to provide a framework for ongoing asset management development at the City of Sarnia.

### **2.0 SCOPE**

This policy applies to Sarnia City Council, all City Divisions, and City personnel that are responsible for the planning, acquisition, operation & maintenance, renewal, and disposal of City-owned assets. Responsibility of City-owned assets is divided into the following City Divisions:

#### **Corporate Services/Administration**

- Information Technology
- Sarnia Chris Hadfield Airport
- Sarnia Harbour

#### **Community Services**

- Facilities
- Park Features
- Fleet Inventory
- Tree Inventory

#### **Engineering and Operations**

- Transit
- Fleet Inventory
- Bridges and Culverts

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- Municipal Drains
- Facilities
- Traffic Signals and Streetlights
- Shoreline
- Stormwater
- Wastewater
- Roads
- Water

### Fire and Rescue Service

- Facilities
- Fire Fleet and Equipment
- Emergency Management

### Sarnia Police Service

- Facility
- Police Fleet and Equipment

## 3.0 DEFINITIONS

“**AMP**” means Asset Management Plan.

“**O. Reg. 588/17**” means Ontario Regulation 588/17: Asset Management Planning for Municipal Infrastructure of the *Infrastructure for Jobs and Prosperity Act*, 2015.

“**(s. 3. (1) 1.)**” means reference to legislative sections of O. Reg. 588/17. (s. 3. (1) 1.) is used as an example.

“**Target Re-investment Rate**” means the annual amount of funding per asset category that is targeted for capital expenditures or reserve funding for long-term sustainability.

“**Capitalization Threshold**” means the value or pooled value of an asset that is recorded as a long-term asset and included in the AMP.

## 4.0 POLICY

This policy is developed in compliance with the requirements of Ontario Regulation 588/17 (Asset Management Planning for Municipal Infrastructure).

### Municipal Goals, Policies, or Plans Supported by AMP (s. 3. (1) 1.)

There is a direct link between the AMP and the following corporate plans and policies:

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City Council Strategic Plan (2024)  
City of Sarnia Official Plan (2025)  
Tangible Capital Assets Policy (2020)  
Master Plans (across City Divisions)

Other plans and studies that are impacted by asset management can be found on the City's website <https://www.sarnia.ca/city-government/plans-and-studies/>

### Municipal Budget integration (s. 3. (1) 2.)

The asset management plan will be considered for annual budget preparation. All Divisions and Departments should strive to take into consideration the annual target re-investment rates identified in the AMP for both short-term capital need, as well as long-term reserve funding. Further, long-term data improvements will assist with specific capital plans and scenarios for council to consider with each budget cycle. Target re-investment rates are based on total replacement costs, lifespan of assets, condition, and risk (if available). The 10-year capital plan also provides insight into capital need to help identify re-investment rates. Re-investment rates can also be proposed using sources such as the Canadian Infrastructure Report Card.

#### Annual Target Re-investment Rate Examples

Annual Target Re-investment Rate Examples		
Asset Service Life (years)	Target Re-investment Rate	Examples
5	20%	IT Equipment
10	10%	Fleet
25	4%	Playgrounds and Park Features
50	2%	Core Assets, Facilities, Roads
75	1.3%	Core Assets, Facilities
100	1%	Core Assets, Sewers

### Continuous Quality Improvement (s. 3. (1) 3.)

#### 1. Data improvement

This will occur annually and follow a 5-year cycle per O. Reg. 588/17 and rotate through each City Division, as identified below. This will involve updating inventory, replacement costs, unit costs, inflationary increases, GIS database, risk matrix, capital planning, financial planning, and target re-investment rates. A push towards a GIS-centric plan will occur with each data improvement cycle.

#### 2. Annual Inflation Review

This will occur annually and calculations will be applied to each category of assets to update their current replacement value (CRV). This will be

## Correspondence #8 - June 22, 2026

based on an annual review of Statistics Canada Consumer Price Index (CPI), the Non-Residential Building Construction Price Index (NRBCPI), and the Municipal Finance Officers' Association of Ontario's calculated CPI and NRBCPI. This will also ensure CRV values reported annually to various Provincial Ministries will remain current.

### 5-Year Date Improvement Cycle

5-Year Data Improvement Cycle				
Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029	Year 5 2030
Corporate Services/ Administration	Community Services	Engineering and Operations	Fire and Rescue Service	Full plan renewal per O. Reg. 588/17
Vulnerability and Risk Assessment	Vulnerability and Risk Assessment	Vulnerability and Risk Assessment	Sarnia Police Service	Full policy renewal per O. Reg. 588/17
Annual Update	Annual Update	Annual Update	Vulnerability and Risk Assessment	
			Annual Update	

### Principles (s. 3 (1) 4.)

The following principles were developed based on Section 3 of the *Infrastructure for Jobs and Prosperity Act, 2015*.

#### 1. Customer Service

To ensure asset management development at the City of Sarnia is undertaken to provide constituents with knowledge and sound judgement of assets owned by the City, their condition, lifecycle status, and target re-investment rates. Asset management plans will attempt to balance community expectations, affordability, risk, and long-term sustainability.

#### 2. Community Improvement

To ensure asset management development at the City of Sarnia promotes the overall well-being of the community through infrastructure recommendations, adapting to trends and demographic needs, ensuring health and safety and risk are managed, and protecting the environment.

#### 3. Effective Communication

To ensure asset management development at the City of Sarnia, and all subsequent plans, are openly accessible to the public. All AMP

## Correspondence #8 - June 22, 2026

recommendations shall be supported by evidence-based information that is available at the time of asset analysis. An annual asset management update to council is required by O. Reg. 588/17, as well as a full plan update every five years.

#### **4. Fiscal Responsibility**

To ensure asset management development at the City of Sarnia, and all subsequent plans, are realistic and provide council with knowledge of current replacement value and target re-investment rates. Future development will focus on asset options, as well as renewal plans, to help mitigate long-term costs.

#### **5. Integration and Continuous Improvement**

To ensure asset management development at the City of Sarnia integrates Corporate asset management goals, policy, framework, and strategy into all City operations and continuously improve these practices.

### **Municipal Commitments (s. 3 (1) 5.)**

- i. actions required to address vulnerabilities that may be caused by climate change  
(A. operations, B. levels of service, and C. lifecycle management)**
- ii. anticipated costs from vulnerabilities**
- iii. adaptation opportunities**
- iv. mitigation approaches**
- v. disaster planning and contingency funding**

In response to these requirements, the City of Sarnia is committed to continuous quality improvement through the asset management process. This involves developing a more robust inventory of assets in a central location, commitments to collecting critical attributes, risk identification and future asset needs. As part of this process; climate change, through a cycle of vulnerability and risk assessments, identified in the 5-Year Data Improvement Cycle, will be considered for all asset categories.

### **Alignments WITH Financial Plans (s. 3 (1) 6.)**

- i. Financial Plans related to water assets**
- ii. Financial Plans relates to wastewater assets**

The *Safe Water Drinking Act, 2002* and Ontario Regulation 453/07 require that each municipality that operates a water system submit a Financial Plan to the Ministry of Municipal Affairs and Housing. This plan must demonstrate that the water system is financially viable and self-sustaining. Another requirement of this legislation is that each municipality must obtain a license to provide water

## Correspondence #8 - June 22, 2026

(Ontario Regulation 188/07). The financial plan is required for the maintenance and renewal of this license.

Wastewater Assets are aligned with this process and included in the last Financial Plan submitted to Council.

Through this policy, target re-investment rates identified in the asset management plan will be analyzed against the Financial Plan requirement above, as well as future rate studies, to ensure alignment and resolution of any discrepancies.

### **Alignment with Land Use Planning (s. 3 (1) 7.)**

The City of Sarnia Official Plan outlines the objectives and policies to guide the short-term and long-term physical development of all lands within the City. Long-term asset management planning will assist in planning for infrastructure needs, infrastructure capacity, renewals, and replacements of critical assets required to support sustainable growth.

### **Capitalization Thresholds (s. 3 (1) 8.)**

In general, the City's capitalization threshold for Corporate asset management purposes is set at \$5,000 for any individual asset. In addition, assets below the \$5,000 threshold can be pooled to be included in the AMP. For example, computers less than \$5,000 can be pooled to be included in the AMP.

### **Municipal Coordination (s. 3 (1) 9.)**

The City of Sarnia will participate in local asset management committees for knowledge sharing and best practices. Further, the City will network with local, provincial, and national asset management associations.

Where appropriate, the City shall consult with the County of Lambton and neighbouring municipalities regarding infrastructure needs, infrastructure capacity, renewals and replacements of critical assets required to support sustainable growth. For example, the City and County share infrastructure along various roadways and coordinating asset renewal and replacement is an important step in capital planning.

### **Executive Lead and Responsibilities (s. 3 (1) 10.)**

The City of Sarnia's **Chief Administrative Officer (CAO)** is responsible for reviewing and approving key corporate asset management documents and resource recommendations, while ensuring all corporate plans align with asset management objectives.

## Correspondence #8 - June 22, 2026

The **Executive Lead** oversees the City's corporate asset management by coordinating required policy and plan reviews, endorsing updates, and supporting implementation across Departments.

The **Specialist Lead** is responsible for developing and updating the City's corporate asset management documents, leading implementation across Departments, and supporting senior management in planning and budgeting for asset lifecycle needs and service levels.

The **Corporate Asset Management Steering Committee** includes representatives from each City Division who champion asset management initiatives, provide input on related documents and plans, and share relevant information within their Departments. This committee is guided by a Terms of Reference.

The **Corporate Asset Management Working Group** includes representatives from each City Division who assist the Specialist Lead with asset inventories and collecting asset attributes. They are the subject matter experts for asset inventories within their Division. This often includes Division and Department Managers. This group is guided by a Terms of Reference.

### **Municipal Council Involvement (s. 3 (1) 11.)**

The Mayor and City Council are responsible for approving the resources, goals, service levels, financial plans, and key asset management documents needed to support the City's corporate asset management program. They also participate in annual reviews to monitor progress and ensure compliance with regulatory requirements.

### **Commitment to Provide Public Input (s. 3 (1) 12.)**

The City of Sarnia is committed to providing residents and interested parties meaningful opportunities to provide input on asset management planning. Where appropriate, the City will gather feedback through public meetings, online engagement, and surveys, especially when setting proposed service levels. The municipality also commits to aligning public input with budget and long-term financial planning, while ensuring transparency by publishing key policies and plans online as required by O. Reg. 588/17.

## **5.0 ROLES AND RESPONSIBILITIES**

Roles and Responsibilities are outlined above, under 4.0 POLICY Executive Lead and Responsibilities (s. 3 (1) 10.).

## 6.0 RELATED POLICIES AND PROCEDURES

Related policies are outlined above, under 4.0 POLICY Municipal Goals, Policies, or Plans Supported by AMP (s. 3. (1) 1.).

There are no related procedures currently.

## 7.0 GOVERNING LEGISLATION

- Ontario Regulation (O. Reg.) 588/17: Asset Management Planning for Municipal Infrastructure of the *Infrastructure for Jobs and Prosperity Act*, 2015

## DOCUMENT HISTORY

Revision	Date
Policy created.	June 17, 2019
Updates as part of 5-year renewal per O. Reg. 588/17 and reformatted to align with new policy template.	June 2026



**CITY ADMINISTRATION DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Kelly Provost, Director of Economic Development  
DATE: June 22, 2026  
SUBJECT: Hangar Land Lease at Sarnia Chris Hadfield Airport

---

**Recommendation**

It is recommended:

That Sarnia City Council direct Staff to negotiate a new land lease with Charlie Visscher for a period of up to 20 years at Sarnia Chris Hadfield Airport.

**Background**

At the February 10, 2025, meeting the following motion was unanimously approved:

That Sarnia City Council direct Staff to advance the framework toward investment in the future of the Sarnia Chris Hadfield Airport utilizing the funds from the Airport Operating Reserve.

At the same meeting, Staff received direction to amend the headlease agreement with Scottsdale Aviation to reflect continued funding and termination rights through to June 30, 2027. This is the natural expiration of the headlease agreement signed in 1997 with Scottsdale.

The direction provided in February 2025 provided a clear direction forward for the airport and indicated the City's appetite to remain invested and involved in the long-term future of the airport.

Charlie Visscher contacted Staff to inquire about the opportunity to construct a new general aviation hangar at Sarnia Airport for storage of personal aircraft. He is a pilot and has had his plane at Sarnia Airport for the past 6 years.

As noted in Attachment 1, Mr. Visscher would like to construct a new hangar of approximately 3,000 square feet on the land to be leased. The exact space to be included in the lease will be finalized as part of negotiations, if directed to advance.

## Correspondence #9 - June 22, 2026

The hangar is proposed to be in the general aviation hangar area, along a private taxiway. Attachment 2 of this report indicates the proposed location of the hangar.

The location is supported in the Airport Master Plan as a location for future general aviation hangar development.

### Comments

Under the City's headlease agreement with Scottsdale Aviation, all lease negotiations were delegated to Scottsdale, however where the proposed term extended beyond the natural expiry of the headlease (June 30, 2027), City consent was required. This was amended in early 2026 to permit the City to engage in negotiations directly with a potential tenant where the proposed term extended beyond June 30, 2027.

The City has provided consent to several sub-tenant agreements at the airport that were negotiated by Scottsdale and a sub-tenant for a period extending beyond June 30, 2027. Several of these sub-lease agreements extend to 2054-2056.

The proposed lease request aligns with the proposed use of this area in the Airport Master Plan (2022). Supporting retention and growth of general aviation activity is encouraged in the Airport Master Plan.

### NEXT STEPS

If Council directs Staff to negotiate a new lease with Mr. Visscher, Staff will negotiate the terms of a lease at the current land lease rates for 2026 for a period of up to 20 years.

Staff will return to Council once both parties have agreed to the terms of a new lease to seek direction with regards to execution of the lease agreement.

### Consultation

Scottsdale Aviation and the City Solicitor were consulted in the preparation of this report.

### Financial Implications

If executed, this new lease will provide revenue to the operations of the airport for the 20-year term. At this time, the revenue is directed to Scottsdale Aviation based on the terms of the headlease agreement in place.

Any revenue generated from new land leases that the City negotiates directly, as well as all revenue generated from existing land leases, flows through Scottsdale until the natural expiry of the headlease on June 30, 2027.

## Correspondence #9 - June 22, 2026

The land lease [rates for 2026](#) are set at \$3.10 m2. These rates are set by the airport operator, as per the terms of the headlease agreement.

At approximately 3,000 sq ft facility (approx. 279 m2), this lease could generate land lease revenue of approximately \$861.80 at 2026 rates in year 1 of the lease.

Additional fees, including an Airport User Fee, may also be applicable. The 2026 Airport User Fee is \$900.

Reviewed by:

Kelly Provost  
Director, Economic Development

Approved by:

Chris Carter  
Chief Administrative Officer

Attachments:

1. Proposal from Mr. Charlie Visscher requesting a 20-year land lease at Sarnia Airport
2. Map of land requested at Sarnia Chris Hadfield Airport



## Correspondence #9 – June 22, 2026

Attachment 1

3. The building will be used for personal use only, not for commercial use , and will hanger two locally owned and regularly flown aircrafts.
4. Duration of the lease 20 years, starting date
5. Axis Aviation Insurance will be insuring the building with full coverage, including liability, and content.

Thank you,

Charlie and Judy Visscher  
747 Norman st  
Wyoming On.  
Canada  
NON 1t0

## Correspondence #9 - June 22, 2026

### Attachment 2 – Map of Proposed Hangar Land Lease at Sarnia Airport

*Identified in black shading in the image below. Measurement is approximate and not reflective of exact boundaries of proposed land lease area.*





**CITY CLERK'S DEPARTMENT  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Amy Burkhart, City Clerk  
DATE: June 22, 2026  
SUBJECT: Noise By-law Exemption Request – Cheri Gallant – 1084 Hagle Street,  
Sarnia

---

**Recommendation**

It is recommended:

1. That Sarnia City Council grant a Noise By-law Exemption to Cheri Gallant for a private event at 1084 Hagle Street on August 1, 2026, until 11:00 pm.

**Background & Comments**

A request has been received from Cheri Gallant for an exemption to the Noise By-law, By-law No. 144 of 1998 for a private event (wedding celebration) which will include a reception with a DJ and dancing at 1084 Hagle Street (the “subject property”) until 11:00 p.m. on Saturday, August 1, 2026. In a residential area, Schedule ‘B’ Prohibitions of Time and Place restricts the operation of loudspeakers for the production, reproduction or amplification of sound, yelling, shouting, hooting, whistling or singing after at 8:00 p.m.

In accordance with the requirements of the Noise By-law, the applicant must provide notice at least 14 days in advance of the meeting at which the exemption request will be considered. The applicant hand-delivered notices on June 7, 2026, to all properties located within a 400-foot radius of the subject property, for a total of 73 notices distributed. In addition, notice of the request was posted on the City's website on June 8, 2026.

**Consultation**

The Sarnia Police Service was consulted and supports the application on a one-time basis. Any noise complaints received after the exemption period will be enforced by the Sarnia Police Service under the Noise By-law.

**Financial Implications**

There are no financial implications resulting from the recommendations.

## Correspondence #10 - June 22, 2026

Reviewed by:

Amy Burkhart  
City Clerk

Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Morgan Dykstra, Deputy City Clerk

Attachments:

- None.



**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and Members of Council  
FROM: Emma Nicholson, City Solicitor  
David Stockdale, General Manager of Corporate Services  
DATE: June 22, 2026  
SUBJECT: \$3.5 million Fund Request in 2026 - BACE Recreation Campus

---

**Recommendation**

It is recommended:

That Sarnia City Council direct staff to commence negotiations of a funding agreement with Sarnia BACE for the disbursement of up to \$3.5 million in 2026, based on the recommended terms outlined in this report, with any proposed agreement to be brought forward to Council for consideration following completion of staff's investigation and analysis.

**Background**

At the May 26, 2025 Council Meeting, the Bluewater Cycling Organization – Bluewater Active Connected Community Centre made a [delegation to Council](#) to “ask for \$100k in seed funding to complement the \$120,000 we have already secured, to allow for us to complete all necessary studies required to move the project forward.” At this meeting, Council adopted the following resolution:

*That Sarnia City Council provide \$100,000 in seed money for the project.*

The Sarnia BACE Advisory Committee presented at the November 17, 2025 Council meeting (Attachment #1), requesting \$10-million grant over five years to fund the two-phase construction and land purchase for their proposed recreation facility to be located at 1323 Michigan Avenue.

At the November 17, 2025 meeting, Council adopted the following resolution:

*That Sarnia City Council refer this request to staff for a report at the budget deliberations meeting, which should include, at minimum, information on the legal structure proposed for the City's participation with the project, and financing options for the City.*

## Correspondence #11 - June 22, 2026

As directed, Staff presented a [report to Council](#) at the November 25, 2025 meeting, detailing preliminary legal and financial considerations for Council's review.

At the November 25, 2025 budget deliberations meeting, Council adopted the following resolution:

*That Sarnia City Council proceed with financing \$4,100,000 in 2026 to support the Sarnia Bace Project with the understanding that the City is going to continue investigating this project.*

At the May 25, 2026 meeting, a representative from BACE presented as a delegate (Attachment #2). The presentation indicated that since the \$4.1 million financing was approved by Council, subject to investigations, BACE has:

- Incorporated as an Ontario not-for-profit
- Commenced the process to obtain CRA charitable status
- Established a BACE bank account
- Obtained Officers and Directors' insurance
- Prepared an environmental report
- Completed 90% of the site plan
- Initiated a traffic study
- Engaged legal counsel

The incorporation-related documents identified above are attached (Attachment #3).

As part of its May 25, 2026 delegation presentation, BACE requested that Council immediately disburse \$700,000 towards pre-building permit release and the remaining \$2.8 million once building permits have been issued. Of this \$2.8 million, approximately \$1.7 million will support remaining development and permitting fees, and the remaining \$1.1 million will support capital purchase.

BACE proposed that the \$700,000 distribution of funds be conditional on:

- Obtaining MECP permission to do initial site work
- Formal fund release agreement in progress
- Held in dedicated BACE account
- Disbursed only against approved line items

BACE proposed that the \$2.8 million distribution of funds be conditional on the issuance of building permits and in accordance with the funding agreement.

# Correspondence #11 - June 22, 2026

## Comments

### INVESTIGATIONS

Since Council's direction on November 25, 2025 to continue investigating the Sarnia BACE Project, staff have undertaken efforts to review and assess the proposal. Staff have met with BACE on numerous occasions and requested information to support the review of the proposed project and to assist in the development of a potential funding agreement.

The information requested by Staff generally relates to the following areas:

- Regulatory and Planning – including confirmation of timelines for MECP interim and final approval, zoning approvals, and other required municipal approvals.
- Project Delivery - including confirmation of timelines for site preparation, site remediation (if required), construction commencement, and key project milestones.
- Funding and Financial Commitments – including confirmation of funding sources, status of funding commitments, contingency planning should anticipated funding not be secured, and a breakdown of overall project funding (capital and construction costs)
- Project Governance – including confirmation of governance structure.
- Project Design – including supply of any architectural drawings, conceptual site plans, and other project design materials.

Staff received the Certificate of Incorporation, Articles of Incorporation for the Sarnia-Bluewater Active Connected Community Centre, and the Business Name Registration for Sarnia BACE (Attachment #3). Staff have also reviewed the information presented through delegations to Council during the December Budget Deliberations and at the May 25, 2026 meeting.

By letter dated June 8, Staff received a response from BACE (Attachment #4). A comprehensive review of all materials is required to complete an investigation into the project, report back to Council, and prepare any potential funding agreement.

### LEGAL CONSIDERATIONS

#### **Funding Agreement**

With respect to the requested distributions of both \$700,000 and \$2.8 million for a total of \$3.5 million in 2026, Legal and Finance Staff strongly recommend that a formal, phased funding agreement be negotiated and fully executed prior to the release of any municipal funds.

## Correspondence #11 - June 22, 2026

To protect the City's interests, Staff are seeking direction from Council on the high-level terms to be incorporated into the drafting and negotiating of a funding agreement, with the objective of ensuring that municipal contributions support the intended development and operation of the recreation centre that will benefit the Sarnia community and will be accessible to the public. Once negotiated, a final agreement would be brought forward to Council for consideration and approval prior to the release of any municipal funds. Staff believe that the following terms (in addition to any other terms provided by Council) should be incorporated into a funding agreement as conditions of funding:

- Confirmation to be provided to the City that all required regulatory approvals, including applicable Ministry of the Environment, Conservation and Parks ("MECP"), have been obtained prior to the release of any municipal funds;
- Evidence to be provided to the City regarding the other sources of funding for the development and operation of the recreation centre;
- Distribution of municipal funding tied to achieving or satisfying defined project development/construction milestones and satisfactory progress reporting;
- Demonstration of long-term community benefit and public access opportunities in consideration of the municipal contribution, including potential commitments respecting community access, programming, or availability at specified times;
- Provision by the organization of a charge/security interest in favour of the City over the property and operating assets as security for the organization's ongoing obligations under the funding agreement;
- Consent from the organization to register restrictive covenants against title to the property to ensure the property remains utilized as a recreation facility for a prescribed period of time (e.g., no sale, no change of use, right of first refusal in favour of the City, etc.);
- Ongoing project oversight and monitoring mechanisms;
- Financial and operational reporting requirements;
- Audit and records access rights for the City;
- Repayment or claw-back provisions in specified circumstances (with or without interest); and
- Restrictions respecting the permitted use and allocation of municipal funds.

Staff note that the funding request contemplates the use of municipal funds to support costs associated with a Zoning By-Law Amendment ("ZBA") or Official Plan Amendment ("OPA") application. Council considers planning matters

## Correspondence #11 - June 22, 2026

under the *Planning Act* in its legislative capacity, and such applications are to be evaluated on their own merits through the statutory planning process.

Finally, a contribution of this nature may be viewed as establishing a precedent within the community, and similar requests for financial support from other user groups for their respective projects may arise in the future. Accordingly, Staff recommend the development of a policy framework to guide the review and consideration of such requests going forward. This framework may include elements such as eligibility criteria, a defined application process, and established funding parameters.

### FINANCIAL CONSIDERATIONS

The initial request for municipal contribution was \$10 million over five years, as outlined in the [December Report to Council](#) and in Table 1, below. This included \$600,000 per year for five years which totalled the \$3 million 27-acre land purchase. Since that time, BACE has confirmed that the current owners of the land have agreed to transfer the lands to BACE for \$0.

The financial request has been reduced to \$9.4 million, as outlined in Table 2, below. The original \$3 million land purchase price is removed from the 5-year schedule, and a new request of \$2.4 million has been added to support the development and permitting ask of \$2.4 million.

While the updated request reduces the overall municipal contribution from \$10 million to \$9.4 million, the proposed contribution would still represent a significant financial commitment by the municipality.

**Table 1: Original Annual \$10 Million Municipal Grant Request (2026–2030)**

	Initial Ask					Total
	2026	2027	2028	2029	2030	
Capital	\$3,500,000	\$3,500,000				\$ 7,000,000
Land	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,000,000
<b>Total</b>	<b>\$4,100,000</b>	<b>\$4,100,000</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$10,000,000</b>

## Correspondence #11 - June 22, 2026

**Table 2: Updated Annual \$7 Million Municipal Grant Request (Staff's understanding) (2026–2030)**

	New Ask					Total
	2026	2027	2028	2029	2030	
1st Instal. Permit	\$ 700,000					\$ 700,000
2nd Instal. Permit	\$ 1,700,000					\$ 1,700,000
2nd Instal. Capital	\$ 1,100,000					\$ 1,100,000
3rd Instal. Capital		\$ 5,900,000				\$ 5,900,000
<b>Total</b>	<b>\$ 3,500,000</b>	<b>\$ 5,900,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,400,000</b>

Staff note that the financial requirements in 2026 and 2027 will be debt-financed, as previously directed by Council, utilizing competitive 5-year borrowing terms. Final financing costs will be dependent on lending rates at the time of borrowing. Based on current estimates, the impact to the tax levy was approximately 1.0 per cent in 2026, with an anticipated additional 1.4 per cent impact in 2027, resulting in a total estimated project cost, including financing, of approximately \$10.4 million, of which approximately \$920,000 relates to borrowing costs.

Staff further note that any municipal contribution toward the project may also give rise to future financial considerations. As reflected in the approved additional funding request from May of \$2.4 million outlined above, further funding may be sought over time to address cost escalations, unforeseen site conditions, operating costs, or future capital rehabilitation and maintenance requirements.

### **Consultation**

The City Treasurer, General Manager of Engineering and Operations, General Manager of Community Services, Manager of Planning and external legal counsel were consulted in the preparation of this report.

### **Financial Implications**

The Financial Implications are provided in the body of this report.

## Correspondence #11 - June 22, 2026

Reviewed by:

David Stockdale  
General Manager of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

Attachments:

1. Slideshow Presentation from BACE delegation, May 25, 2026
2. Slideshow Presentation from BACE delegation, November 17, 2025
3. Incorporation-related documentation
4. Letter dated June 5, 2026



# Building Sarnia's Year-Round Recreation Campus

Built by our community for community, inspiring active, connected living for everyone.

*With amenities unlike any other facility in the region, the new multi-use facility would be an absolute game changer for our community and, upon opening, would instantly become a vibrant hub for community engagement, recreation, and wellness."*

*— Bob Bailey, MPP*



Correspondence # 11 - June 21, 2026



# VISION & MISSION



## OUR VISION

To become a premier destination for health, wellness, and community engagement, where individuals of all ages and backgrounds unite to grow, form meaningful connections, and embrace a vibrant, healthier future together.

## OUR MISSION

Our mission is to create a more healthy, active and connected community by providing a dynamic space that offers diverse recreational facilities. We aim to promote physical well-being, social engagement, and personal growth, bringing people together in an inclusive environment that fosters connection and active living.

Correspondence # 11 - June 22, 2026



# 7,000

### Monthly Participants

Estimated participants across domes, gathering space programs, and trails during an average month.

# 12,750

### Proven Demand

Community members consulted for input that drove proven demand for multi-use recreation centre in Sarnia.

# 87%

### Extreme Need

Percentage of community that cited lack of desired facilities as barrier to participation.

## Community Impact Metrics Snapshot

# 94%

### Belief in Municipal Support

Percentage of community that feels the development of an Indoor Multi-use Recreation Facility should be a high priority for City Council.

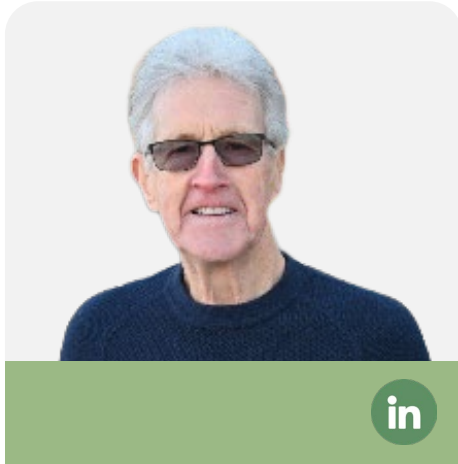
# \$4.7M

### Annual Local Output

Estimated annual operations output to local economy from captured spending and multipliers.



# Our Advisory Committee



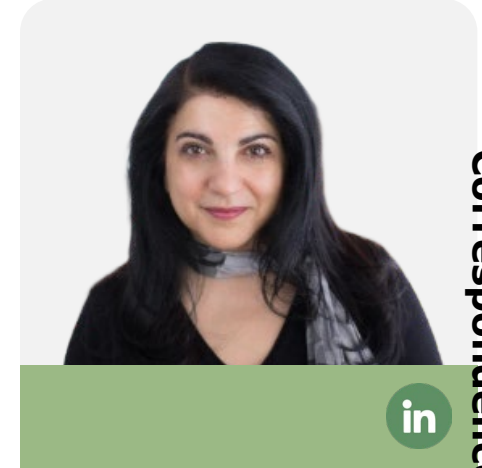
**Kenneth MacAlpine**  
Advisory Member



**Roger Claveau**  
Advisory Member



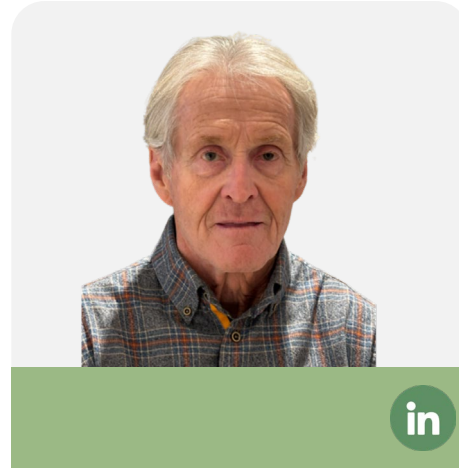
**Dr. Shamel Hosni**  
Advisory Member



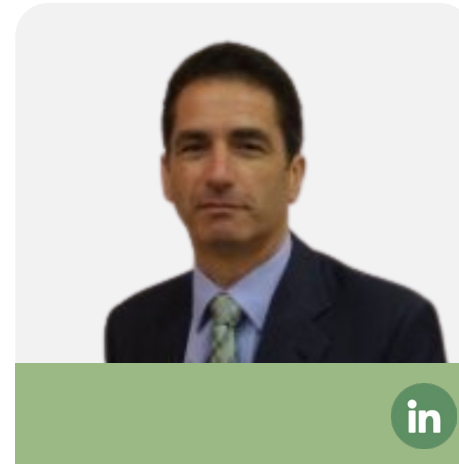
**Rima Rizkallah**  
Advisory Member



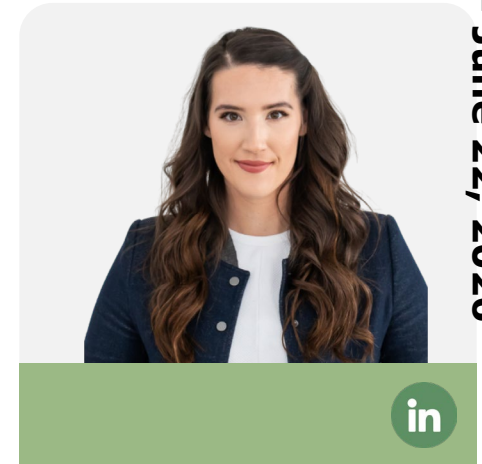
**Anita Trusler**  
Advisory Member



**Kerry Tully**  
Advisory Member



**Michael Winter**  
Advisory Member



**Kendel Ross**  
Project Coordinator & Athletic Advisor

Correspondence #11 - June 22, 2026



# Project Implementation & Technical Advisory Team

**Ryan Bell** – Legal Counsel

**Geoff Dale** – Civil Engineering Advisor

**Scott Dawson** – Accounting & Financial Planning

**John DeGroot** – Landscape & Environmental Design

**Melissa Durrell** – Public Relations & Communications

**Ron Longo** – Construction Management

**Ian McCormick** – Dome Systems Consultant

**Kendel Ross** – Project Coordination / Athletics & Community Health

**Grant Walson** – Environmental Engineering

## Facility Development Team





# Site Layout



Correspondence # 11 - June 22, 2026



# Campus Overview: Phase One

## Dome Facilities

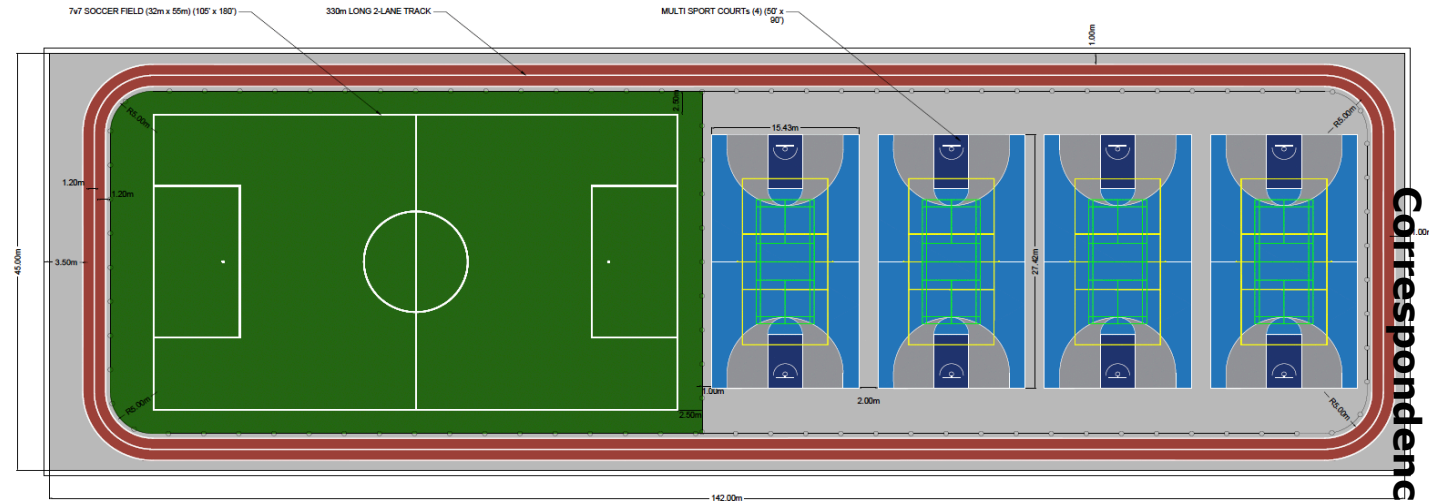
- One 65,000 sq-ft & One 50,000sq-ft multi-sport dome

## Community Gathering Space

- Changeroom /Washrooms
- Exercise Studios
- Community Room Rentals
- Office Rentals
- Cafe
- Indoor Playground

## Outdoor Recreation

- 5 Beach Volleyball Courts
- 2 Basketball Courts
- 6 Pickleball Courts



Correspondence # 11 - June 22, 2026

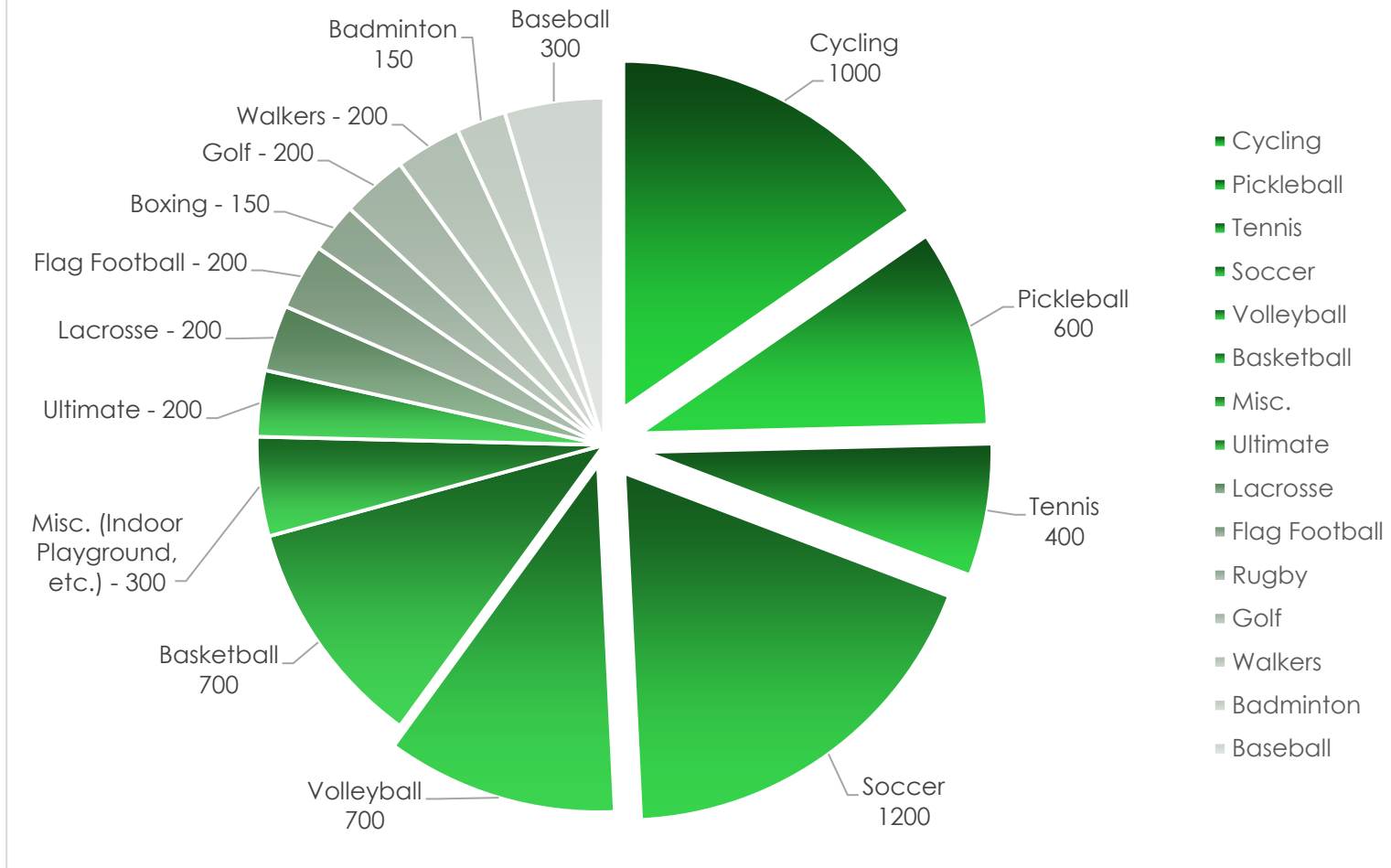


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# Broad Community Impact

## 7000+ Citizens/month



Correspondence #11 - June 22, 2026



# Community Backing

## Major Community Pillars

- Sarnia Lambton Economic Partnership
- Bluewater Health
- Lambton Public Health
- Lambton College
- Chamber of Commerce
- Rebound
- The Inn of the Good Shepherd
- nuSarnia

“The BACE represents an important opportunity to develop a community amenity that would support lifestyle improvements, economic opportunity and community development.”

- Matthew Slotwinski,  
Chief Executive Officer  
Sarnia Lambton Economic  
Partnership

“The Sarnia BACE provides an opportunity for many user groups to get active in one location, fostering community connections while creating lasting financial stability. This facility would be a fantastic addition to our community, encouraging physical activity and strengthening our sense of connection year-round.”

- Marilyn Gladu  
Member of Parliament  
Sarnia—Lambton—Bkejwanong

Correspondence # 11 - June 22, 2026

## All Levels of Government

- Marilyn Gladu, MP
- Bob Bailey, MPP
- Mike Bradley, Mayor
- David Jackson, Acting CAO
- Kelly Provost, Director of Economic Development



## Recreation Groups

- Bluewater Cycling Organization (1000+ cyclists)
- Sarnia Football Club (1200 members)
- SL Pickleball Club (600 members)
- Sarnia Tennis Club (400 members)
- Twin Bridges Volleyball Club (300 members)
- Sarnia Minor Lacrosse (250 members)
- Sarnia Ultimate (200 members)



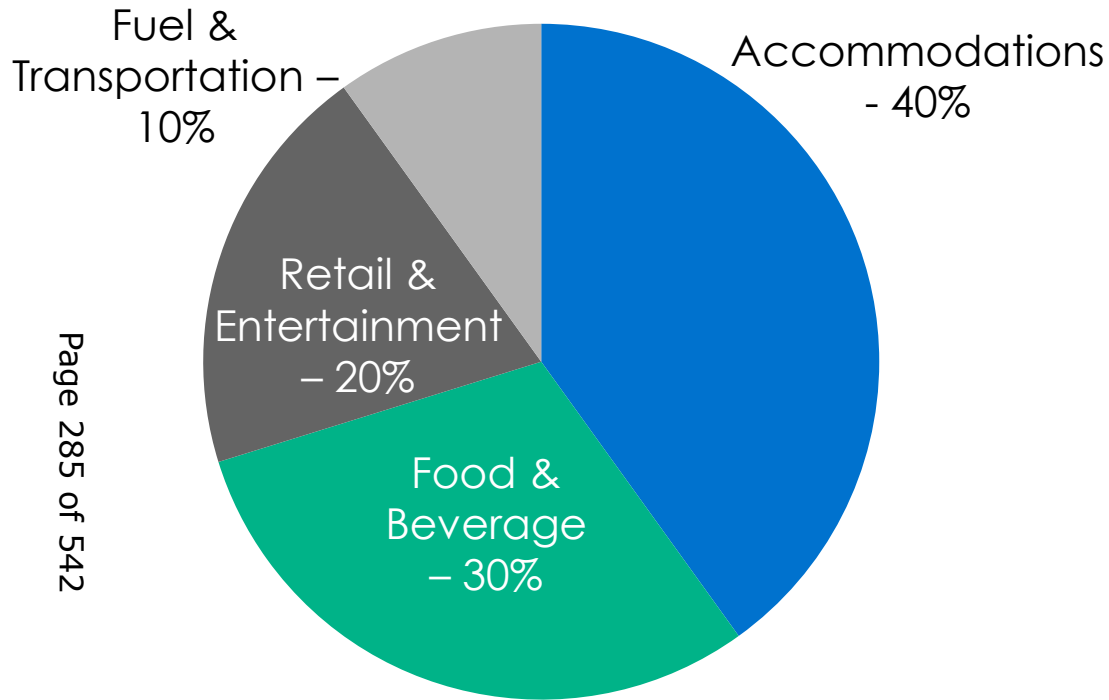
# Realistic Economic Impact

## Strengthening Sarnia's Economy Through Sport Tourism

# 4.7M

Total Direct Impact ≈ \$2.92M | Multiplier (1.6x) ≈ \$4.7M Total Annual Benefit

### Local Spending Breakdown



Event	Local Spend
Volleyball Tournament #1	\$135,000
Basketball Tournament #1	\$162,000
Badminton Tournament	\$117,000
Soccer 7-a-Side	\$324,000
Soccer 11-a-Side	\$414,000
Pickleball Festival	\$270,000
Tennis Tournament	\$90,000
Boxing Event	\$117,000
3-on-3 Basketball	\$90,000
Volleyball Tournament #2	\$135,000
Basketball Tournament #2	\$162,000
6 Misc. Weekend Events	\$900,000
<b>Total Estimated Direct Spend</b>	<b>≈ \$2.92 million</b>

Correspondence #11 - June 22, 2026



# What Else Does The City of Sarnia Gain by Investing In This Project?

- City of Sarnia Savings in first 5 years of this project: \$35M+
- City not maintaining another asset or manage the operations of another facility
- Reduce pressure on the current indoor and outdoor recreational infrastructure



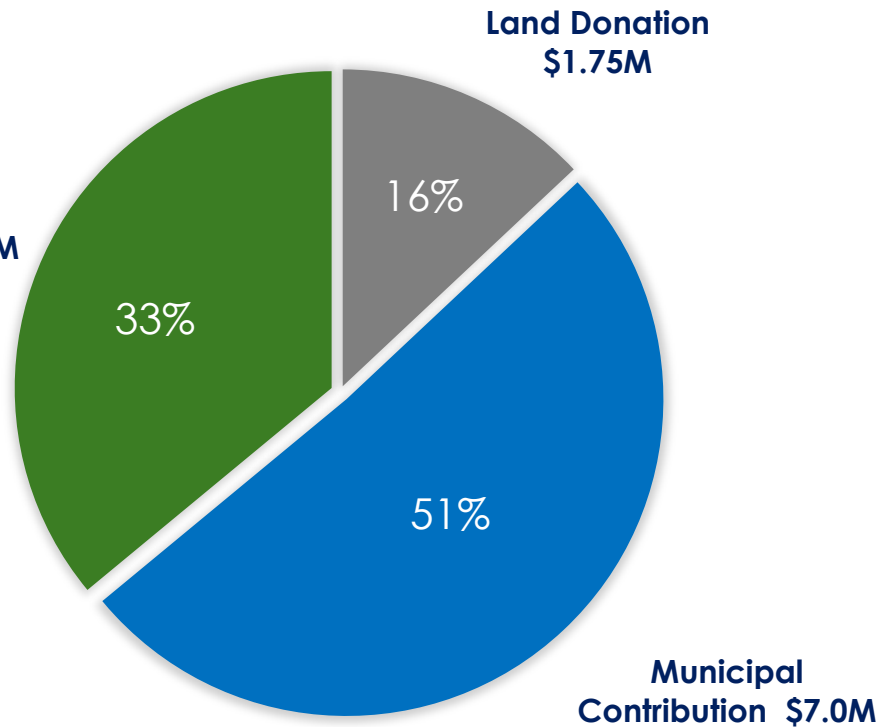
Correspondence #11 - June 22, 2026

CITY MURF (2022 Study)	SARNIA BACE (Phase 1)
2022 Cost Estimate: \$30M	
2026 Inflated Cost (~8%/yr): ~\$40M	
Annual Reinvestment: \$600,000/year	City not responsible for ongoing upkeep
Cost if Started Today: \$43M+	City Contribution: \$7M
	5-Year Savings: ~\$39.8M
City Cost: \$791,630/month	5-Year Financing: \$128,881/month

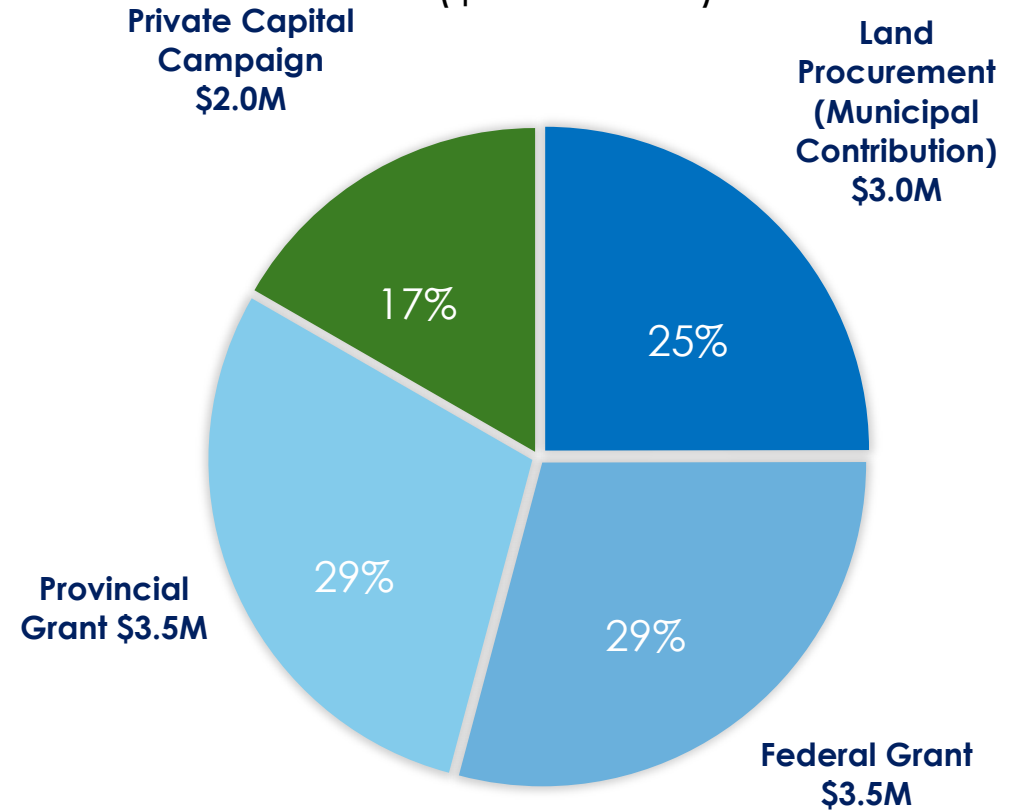


# SARNIA BACE Funding Structure

**Phase 1**  
(\$13.75M Total)



**Phase 2**  
(\$12M Total)



A balanced model leveraging public trust, private engagement, grants and community support

Correspondence # 11 - June 22, 2026



# Our Request



**\$7M allocation for capital costs over two years**

This allocation would be dependent on final approval from the Ministry of Environment, Conservation and Parks (MECP) and finalization of charitable status for Sarnia BACE.

**Enter into agreement for \$3M over 5 years to secure the land**

We would ask the city to enter into an agreement with the land-owner and Sarnia BACE to secure the necessary land to begin construction and ensure the ability to finalize phase 2 of the project.

Correspondence # 11 - June 22, 2026



# An Opportunity

- Pro-active vs. reactive
  - Reduce crime
  - Happier, more Involved citizens
  - Children who perform better in school
- Meet a clearly identified need at a far lower cost to taxpayers than what was quoted in 2022 Feasibility Study
- Invest in something for today and tomorrow's citizens
- Bring a much-needed of \$4.7M (minimum) back into our local economy annually through Sport Tourism while keeping local money at home - 64% of residents currently travel outside of Sarnia to play or train
- Activate dormant land for it's best possible use for the community

**An investment in SARNIA BACE is an investment in community health, equity, and economic vitality.**



SARNIA BACE

# Project Update & Next Steps

Page 290 of 542

Council Meeting • May 25, 2026

**\$3.5M**

2026 City  
Commitment towards capital  
Costs

**27**

Acres donated  
by Curran Group

Correspondence #11 - June 22, 2026

# Since November 2025



## November 2025 Approval

**\$3,500,000**

approved in 2026 Municipal Budget  
plus \$3M earmarked for land purchase

## The Game Changer

**Land donated at no cost!**

Curran Group gifts full 27-acre parcel  
City's \$3M land purchase is no longer needed

## Progress Made Since Approval

- Incorporated as Ontario not-for-profit
- CRA charitable status application in progress
- Dedicated BACE bank account established
- Officers & Directors Insurance secured
- Detailed Environmental Report prepared for MECP
- Site plan 90% complete
- Traffic study initiated
- Legal counsel engaged on both sides

# What We're Asking Council to Approve Today



Correspondence #11 - June 22, 2026

## APPROVAL 1: Release Tranche 1

# \$700,000

Pre-Building Permit Release

- ✓ Subject to MECP permission to do initial site work
- ✓ Formal fund release agreement in progress
- ✓ Held in dedicated BACE account
- ✓ Disbursed only against approved line items

## APPROVAL 2: Redirect Land Funds

# ~\$2,400,000

From land purchase → development & permitting fees

- ✓ Land donation freed these funds
- ✓ Not a new ask — a reallocation
- ✓ City commitment unchanged at \$3.5M
- ✓ A BIG WIN for taxpayers

Total City Investment remains unchanged at \$3,500,000 • Tranche 2: \$2,800,000 committed post-permit



# A Three-Way Collaboration

## LAND DONOR

### Curran Group

Donated the full 27-acre parcel at no cost

## MUNICIPAL PARTNER

### City of Sarnia

Redirects \$2.4M + releases \$700K today

## PROJECT LEAD

### Sarnia BACE

Manages all construction and operations

## Project Timeline

1

Today  
Tranche 1  
Approved

2

MECP  
Permission  
Granted

3

Building  
Permit  
Issued

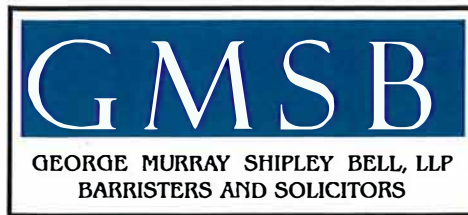
4

Tranche 2  
\$2.8M  
Released

5

Construction  
Begins

# Correspondence #11 - June 22, 2026



*Partners:*

Melanie Hockin, LL.B.\*  
Gregory Bernard, J.D.\*  
Peter J. Norris, J.D.\*  
Colin J.G. McElrea, J.D.\*

D'Arcy D. W. Bell Professional Corporation  
D. Ryan Bell, J.D. (practising in association)

*Retired:*

Robert G. Murray, Q.C. (1937-2020)  
Wayne Shipley  
John Ruffilli

*Counsel:*

Edward Litrenta, LL.B.\*  
Carlo Cimetta, LL.B.\*  
James G. Kohlmeier, LL.B.\*

*Associates:*

Anthony Petrucci, J.D.  
Ashima Wadhi, LL.B.  
MacKenzie Vozza, J.D.  
Joshua Iacobelli, J.D.  
Faye Abbasi, LL.B.

\*practising through a corporation

May 13, 2026

The City of Sarnia  
255 Christina Street North  
Sarnia, ON N7T 7N2

Attn: Emma Nicholson, City Solicitor  
By email to [emma.nicholson@sarnia.ca](mailto:emma.nicholson@sarnia.ca)

Dear Ms. Nicholson,

Re: Sarnia-Bluewater Active Connected Community Centre o/a "Sarnia BACE"  
Request for Funding

We represent Sarnia BACE. As you are aware my client intends to make a presentation to Council on May 25, 2026 requesting the release of a portion of the \$3,500,000 funds that were approved by Council towards this project in 2025. I have enclosed a document prepared by my client that details the request and the proposed use of funds. There are two components to the request: 1) \$700,000 is requested to fund various pre-construction items as detailed in the enclosed document; 2) \$2,400,000 to be applied towards permitting and development charges in connection with the project as detailed in the enclosed document.

To assist Council and municipal staff in assessing this request we wish to provide several updates:

1. Since the \$3.5m was approved by Council in 2025 Sarnia-Bluewater Active Connected Community Centre has been duly incorporated as an Ontario not-for-profit corporation. The corporation has commenced an application for charitable status, which the directors hope to expedite with assistance from our local MP. The corporation has registered the business/operating name "Sarnia BACE". A copy of the Articles of Incorporation and business name registration are attached.

## Correspondence #11 - June 22, 2026

2

2. Sarnia BACE has entered into an Agreement of Purchase and Sale to acquire the lands for the facility for no consideration. A copy of the Agreement is enclosed. The Agreement is conditional until September 1, 2027 on approval by the Ministry of Environment, Conservation and Parks of the proposed facility, and rezoning of the property to permit the proposed use.

Please do not hesitate to contact me if you have any questions or if you require further information or clarification on any item. My client thanks municipal staff for all of their assistance to date and thanks Council for their time and consideration of this request.

Yours very truly,

D'Arcy D. W. Bell Professional Corporation



Per: D. Ryan Bell

Encl.



Request for Release of

## Approved Municipal Funds

Tranche 1 • Pre-Building Permit • Subject to MECP Approval

**\$3,500,000**

Total approved in 2026 Municipal Budget

**\$700,000**

Tranche 1 requested today (pre-permit)

**\$2,800,000**

Tranche 2 committed, post-permit

### Background & Context

At the November 2025 Council meeting, the City of Sarnia approved \$3,500,000 in the 2026 Municipal Budget in support of the Sarnia BACE project a world-class multi-sport and recreation facility proposed for Sarnia-Lambton.

Since that approval, the Sarnia BACE group has made substantial progress:

- Sarnia BACE has been formally incorporated as an Ontario not-for-profit corporation, with a registered charitable status application currently in progress
- The Curran Group has agreed to donate the full 27-acre parcel at no cost, eliminating the need for the City's previously committed \$3,000,000 land purchase
- Detailed Environmental report has been prepared for MECP
- Traffic study is being initiated
- Site plan 90% completed
- Access to Water Storm and Sanitary availability determined as adequate
- Considering the land donation, BACE has formally requested that the city redirect a portion of that commitment toward development and permitting fees, estimated at approximately \$2,400,000
- A dedicated BCO bank account for BACE funds has been established, and Officers & Directors Insurance has been secured
- City staff across Planning, Engineering, Building, and Legal departments have been engaged, and our legal counsel is currently working with the City's lawyer to finalise a fund release agreement

### Why City Funds Are Front-End Loaded

We sincerely appreciate that the City's contribution is front end weighted toward initial release of this project, and we want to be transparent about why that structure is necessary.

Sarnia BACE's application for registered charitable status with the Canada Revenue Agency is currently in progress. Until that status is confirmed, BACE does not yet have full access to the private philanthropic funding and donor commitments that have been secured in support of this project. Charitable registration is a process that takes time, time during which critical regulatory and planning work must still advance.

## The City's Tranche 1 investment bridges this gap.

By releasing pre-permit funds now, the City enables BACE to satisfy MECP requirements, advance municipal planning approvals, and keep the project on schedule all before private funding becomes accessible. Without this bridge, the project timeline would stall at no fault of either party.

Once charitable status is confirmed and private funding flows, BACE will reduce its reliance on City funds accordingly. The front-end weighting is a practical necessity, not a permanent dependency.

## The Request

The Sarnia BACE group respectfully requests that Council direct City staff to proceed with the release of Tranche 1, totalling \$700,000, to cover the pre-building-permit costs detailed below.

### Conditions of Release

Release of Tranche 1 funds is subject to the following conditions:

1. Receipt of MECP (Ministry of the Environment, Conservation and Parks) permission for the site work
2. Execution of a formal fund release agreement between the City of Sarnia and Sarnia BACE, currently being finalised between legal counsel on both sides
3. Funds to be held in the dedicated Sarnia BACE account and disbursed only against approved line items as detailed below

## Tranche 1 - Pre-Building Permit Line Items (\$700,000)

Item	Amount	Rationale
Preliminary Environmental Work	\$ 40,000	MECP regulatory requirement
Dome Consultant	\$ 15,000	City of Sarnia contribution to project set-up
Legal (incorporation, early agreements)	\$ 6,500	City of Sarnia contribution to project set-up
Graphic Renderings	\$ 3,500	City of Sarnia contribution to project set-up
Site Survey	\$ 20,000	Municipal re-zoning requirement
Zoning Review	\$ 10,000	Municipal re-zoning requirement
Environmental Report	\$ 15,000	Required for MECP approval — public benefit
Geotechnical Investigation (soil testing)	\$ 25,000	Soil testing required for site safety and MECP
Stormwater Management Study	\$ 5,000	Municipal re-zoning requirement
Noise / Environmental Impact Assessment	\$ 25,000	MECP regulatory requirement
Position Survey (Pond, Building, Road Locations)	\$ 20,000	Municipal planning requirement
Site Plan Design	\$ 30,000	Municipal planning requirement
Preliminary Drawings	\$ 20,000	Municipal planning requirement
Building Drawings	\$100,000	Municipal planning requirement
Civil Engineering (grading, drainage, servicing)	\$ 20,000	Municipal planning requirement
Landscape Design	\$ 25,000	Municipal planning requirement
Site Plan Application Fees	\$ 5,000	Municipal planning requirement

# Correspondence #11 - June 22, 2026

Land Clearing (trees, brush removal)	\$100,000	Site preparation benefits community use long-term
Earthworks / Grading	\$150,000	Site preparation for servicing
Signage	\$ 25,000	City of Sarnia and project visibility
Audit / Financial Reporting	\$ 5,000	Ongoing CRA charity compliance
Funding support and applications	\$ 25,000	Unlocks further provincial / federal grants
Construction Contingency (partial, 5%)	\$ 45,000	Partial City contribution
<b>TRANCHE 1 TOTAL</b>	<b>\$700,000</b>	Subject to MECP permission

## Tranche 2 - Post-Permit Committed Funds (\$2,800,000)

The following items form the second tranche, to be released following the issuance of building permits and in accordance with the fund release agreement.

Item	Amount	Rationale
Site Servicing	\$1,200,000	Demonstrates project collaboration
Admin Building	\$ 800,000	Demonstrates project collaboration
Domes	\$ 800,000	Demonstrates project collaboration
<b>TRANCHE 2 TOTAL</b>	<b>\$2,800,000</b>	Subject to fund release agreement

**TOTAL CITY INVESTMENT - Municipal co-investment in community recreational infrastructure**

**\$3,500,000**

## A Three-Way Partnership

The Curran Group has generously agreed to donate the entire 27-acre parcel to the project. This extraordinary act of community confidence means the City's previously committed \$3 million land purchase (of which \$600,000 was approved in the 2026 budget) is no longer required. This represents a meaningful saving to taxpayers and a powerful signal of belief in what this project can achieve for Sarnia.

We are asking Council to redirect a portion of those funds, estimated at approximately \$2.4 million, to cover development and permitting costs for the project. The city had already committed to supporting BACE to this level; the land donation has changed the form that support needs to take, not the spirit of it. This is not a new ask; it is a BIG win for the city and a reallocation of a commitment already made, and one that still leaves the city meaningfully ahead of where it stood before the donation.

We look forward to presenting to Council on May 25 and to taking this next important step together.

**Submitted on behalf of the Sarnia BACE Group**

Certificate of Incorporation

Certificat de constitution

Not-for-Profit Corporations Act, 2010

Loi de 2010 sur les organisations sans but lucratif

SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE

Corporation Name / Dénomination sociale

1001440349

Ontario Corporation Number / Numéro de société de l'Ontario

This is to certify that these articles are effective on

La présente vise à attester que ces statuts entreront en  
vigueur le

January 13, 2026 / 13 janvier 2026

*V. Quintanilla W.*

Director / Directeur

Not-for-Profit Corporations Act, 2010 / Loi de 2010 sur les organisations sans but lucratif

The Certificate of Incorporation is not complete  
without the Articles of Incorporation

Certified a true copy of the record of the  
Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar



Le certificat de constitution n'est pas complet s'il  
ne contient pas les statuts constitutifs

Copie certifiée conforme du dossier du  
ministère des Services au public et aux  
entreprises.

*V. Quintanilla W.*

Directeur ou registrateur



Ministry of Public and Business Service Delivery

# Articles of Incorporation

Not-for-Profit Corporations Act, 2010

### 1. Corporation Name

SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE

### 2. Registered Office Address

311 Tawny Road, Sarnia, Ontario, N7S5K1, Canada

### 3. Number of Directors

Minimum/Maximum

Min 6 / Max 8

### 4. The first director(s) is/are:

Full Name

ROGER CLAVEAU

Address for Service

2040 Wilaurie Court, Sarnia, Ontario, N7X1G2, Canada

Full Name

SHAMEL HOSNI

Address for Service

136 Tom Hodgson Court, Sarnia, Ontario, N7W1C4, Canada

Full Name

KENNETH MACALPINE

Address for Service

311 Tawny Road, Sarnia, Ontario, N7S5K1, Canada

Full Name

RIMA RIZKALLAH

Address for Service

2028 Marisa Crt Gd, Bright's Grove, Ontario, N0N1C0, Canada

Full Name

ANITA TRUSLER

Address for Service

1304 Ridgewood Drive, Sarnia, Ontario, N7V3R1, Canada

The endorsed Articles of Incorporation are not complete without the Certificate of Incorporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

Director/Registrar, Ministry of Public and Business Service Delivery

# Correspondence #11 - June 22, 2026

NFPCA - Articles of Incorporation - SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE - OCN:1001440349 - January 13, 2026

**Full Name**

KERRY TULLY

**Address for Service**

10 Derby Lane, Unit 1314, Sarnia, Ontario, N7T4S4, Canada

**Full Name**

MICHAEL WINTER

**Address for Service**

1732 Lakeshore Road, Sarnia, Ontario, N7T7H6, Canada

## 5. The purposes of the corporation are:

The corporation is established exclusively for the following charitable purposes:

- a. To establish a public amenity in Sarnia-Lambton by building, maintaining, and improving a public community centre and multi-use fitness and athletics facility;
- b. To promote health in Sarnia-Lambton by building, maintaining, and improving a public community centre and multi-use fitness and athletics facility; and
- c. To undertake all such activities as are ancillary and incidental to the above charitable purposes.

## 6. The special provisions are:

a. Commercial purposes, if any, included in the articles are intended only to advance or support one or more of the non-profit purposes of the corporation. No part of a corporation's profits or of its property or accretions to the value of the property may be distributed, directly or indirectly, to a member, a director or an officer of the corporation except in furtherance of its activities or as otherwise permitted by this Act.

b. The corporation shall be subject to the Charities Accounting Act.

c. No director shall receive remuneration for services provided in the capacity as a director, although they may be paid reasonable expenses incurred by them in the performance of their duties. Unless otherwise prohibited by the corporation, a director may be compensated for services other than as a director pursuant to the regulation made under the Charities Accounting Act, or with court approval or an order made under section 13 of the Charities Accounting Act.

d. To invest the funds of the corporation pursuant to the Trustee Act.

e. Upon the dissolution of the corporation and after satisfying the interests of its creditors in all its debts, obligations and liabilities, its remaining property shall be distributed to a Canadian body corporate that is a registered charity under the Income Tax Act (Canada) with similar purposes to its own, the Crown in right of Ontario, the Crown in right of Canada, an agent of either of those Crowns or a municipality in Canada.

## 7. The name(s) and address(es) of incorporator(s) are:

**Full Name**

ANITA TRUSLER

**Address for Service**

1304 Ridgewood Drive, Sarnia, Ontario, N7V3R1, Canada

The endorsed Articles of Incorporation are not complete without the Certificate of Incorporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

# Correspondence #11 - June 22, 2026

NFPCA - Articles of Incorporation - SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE - OCN:1001440349 - January 13, 2026

**Full Name**

KENNETH MACALPINE

**Address for Service**

311 Tawny Road, Sarnia, Ontario, N7S5K1, Canada

**Full Name**

KERRY TULLY

**Address for Service**

10 Derby Lane, Unit 1314, Sarnia, Ontario, N7T4S4, Canada

**Full Name**

MICHAEL WINTER

**Address for Service**

1732 Lakeshore Road, Sarnia, Ontario, N7T7H6, Canada

**Full Name**

RIMA RIZKALLAH

**Address for Service**

2028 Marisa Crt Gd, Bright's Grove, Ontario, N0N1C0, Canada

**Full Name**

ROGER CLAVEAU

**Address for Service**

2040 Wilaurie Court, Sarnia, Ontario, N7X1G2, Canada

**Full Name**

SHAMEL HOSNI

**Address for Service**

136 Tom Hodgson Court, Sarnia, Ontario, N7W1C4, Canada

The articles have been properly executed by the required person(s).

The endorsed Articles of Incorporation are not complete without the Certificate of Incorporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

# Correspondence #11 - June 22, 2026

NFPCA - Articles of Incorporation - SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE - OCN:1001440349 - January 13, 2026

## Supporting Information - Nuans Report Information

Nuans Report Reference #

122727164

Nuans Report Date

December 09, 2025

The endorsed Articles of Incorporation are not complete without the Certificate of Incorporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar, Ministry of Public and Business Service Delivery

Business Name  
Registration for a  
Corporation

Business Names Act

Enregistrement du nom  
commercial pour une  
personne morale

Loi sur les noms commerciaux

SARNIA BACE

Business Name / Nom commercial

1001581113

Business Identification Number / Numéro d'identification d'entreprise

Registrant: / Personne enregistrée:

SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE

Corporation Name / Dénomination sociale

This is to certify that the above-named business name has  
been registered under the laws of the Province of Ontario.

La présente vise à attester que le nom commercial cité ci-  
dessus a été enregistré conformément aux règles de droit  
de la province de l'Ontario.

Effective Date: April 21, 2026  
Expiry Date: April 20, 2031

Date d'entrée en vigueur: 21 avril 2026  
Date d'expiration: 20 avril 2031

*V. Quintanilla W.*

Registrar / Registrateur  
Business Names Act / Loi sur les noms commerciaux

This certificate is not complete without the  
Registration Information.

Certified a true copy of the record of the  
Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*  
Director/Registrar



Ce certificat n'est pas complet s'il ne contient pas  
les renseignements d'enregistrement.

Copie certifiée conforme du dossier du  
ministère des Services au public et aux  
entreprises.

*V. Quintanilla W.*  
Directeur ou registrateur

# Correspondence #11 - June 22, 2026

## LAND TRANSFER AGREEMENT

This Land Transfer Agreement dated this 8<sup>th</sup> day of April, 2026

**TRANSFEEE:** Sarnia-Bluewater Active Connected Community Centre agrees to purchase from

**TRANSFEROR:** 520175 Ontario Limited the following

**REAL PROPERTY:** vacant land, described as

**PT LT 17 CON 8 SARNIA TOWNSHIP PT 1, 2, 3 25R9040; SARNIA** (the "Property")

**CONSIDERATION:** Nil (Gift) (CDN)\$0.00

- 1. COMPLETION DATE:** \*See Schedule A. Upon completion, vacant possession of the property shall be given to the Transferee.
- 2. Property and Title "AS IS":** Transferee agrees to accept the Property "as is", and to accept title to the Property as disclosed on the parcel register for the Property attached hereto as Schedule B, save and except that the Transferor shall cause the charge to CURRAN & HERRIDGE CONSTRUCTION CO., LIMITED registered as instrument LA170928 to be discharged prior to Closing.
- 3. FUTURE USE:** Transferor and Transferee agree that there is no representation or warranty of any kind that the future intended use of the property by Transferee is or will be lawful except as may be specifically provided for in this Agreement.
- 4. CLOSING ARRANGEMENTS:** Where each of the Transferor and Transferee retain a lawyer to complete the Land Transfer Agreement, 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 Transferor and Transferee acknowledge and agree that the exchange of non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Transferor and Transferee 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) will 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 Transferor and Transferee 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 Ontario. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the office of George Murray Shipley Bell LLP.
- 5. INSPECTION:** Transferee acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement between Transferee and Transferor.
- 6. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Transferor complies with the subdivision control provisions of the Planning Act by completion and Transferor covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 7. DOCUMENT PREPARATION:** The Transfer/Deed shall be prepared in registrable form at the expense of Transferee. Transferor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 8. RESIDENCY:** (a) Subject to (b) below, the Transferor represents and warrants that the Transferor is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Transferor shall deliver to the Transferee a statutory declaration that Transferor is not then a non-resident of Canada;

Initials

of Transferee

*Kim*

*RR*  
RR

Initials

of Transferor

*CK*

# Correspondence #11 - June 22, 2026

9. **ADJUSTMENTS:** Any realty taxes including local improvement rates shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Transferee.
10. **PROPERTY ASSESSMENT:** The Transferee and Transferor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Transferee and Transferor agree that no claim will be made against the Transferee and Transferor, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
11. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Transferor and Transferee or their respective lawyers who may be specifically authorized in that regard.
12. **AGREEMENT IN WRITING:** This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Transferee and Transferor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Transferor means donor and Transferee means donee. This Agreement shall be read with all changes of gender or number required by the context.
13. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
14. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Dated by the Transferee(s): 05/05/2026, 2026.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

**Sarnia-Bluewater Active  
Connected Community Centre**

  
Rima Rizkallah (May 5, 2026 23:07:17 EDT)

Per: Rima Rizkallah, Chair


  
Kenneth MacAlpine (May 5, 2026 16:28:29 EDT)

Per: Ken MacAlpine, President  
*We have authority to bind the Corporation*

I/We, the Undersigned Transferor(s), agree(s) to the above Offer.

Dated by the Transferor(s): MAY 7, 2026, 2026.

**520175 Ontario Limited**

  
Chris Curran, President  
*I have authority to bind the Corporation*

Initials  
of Transferor



Initials  
of Transferor



# Correspondence #11 - June 22, 2026

## SCHEDULE "A"

This Schedule is attached to and forms part of the Agreement of Purchase and Sale:

1. The transferee warrants and represents that it is incorporated for the following Objects:
  - To establish a public amenity in Sarnia-Lambton by building, maintaining, and improving a public community centre and multi-use fitness and athletics facility;
  - To promote health in Sarnia-Lambton by building, maintaining, and improving a public community centre and multi-use fitness and athletics facility; and
  - To undertake all such activities as are ancillary and incidental to the above charitable purposes.

And that the Transferee shall only use the Property for the stated Objects. This warranty shall survive Closing without limitation.

2. The Transferee agrees that the Transferor shall be entitled to register on title to the Property at closing, Restrictive Covenants ensuring the Property shall not be used for any other purposes except as set out in paragraph 1 above.
3. The Transferee agrees to name any building or park in honour of the Curran family, as directed by the Transferor at closing. This covenant shall survive closing without limitation and the Transferee shall provide such covenant in writing at closing.
4. This Agreement is conditional until the 1<sup>st</sup> day of September, 2027 on:
  - i) The transferee obtaining Ontario Ministry of the Environment, Conservation and Parks ("MOE") approval for the construction of the proposed public community centre and multi-use fitness and athletics facility on the Property; and
  - ii) Rezoning of the Property to permit such use;

Any applications in connection with the foregoing conditions shall be completed at the sole expense and risk of the Transferee, provided that the Transferor shall sign any documents in connection with such applications that are required to be signed by the owner of the Property. The Transferee shall indemnify and save harmless the Transferor in respect of any costs arising from such applications. If these conditions are not satisfied on or before the 1st day of September, 2027, this Agreement shall be null and void.

5. After execution of this Agreement, but with prior written consent of the Transferor and in accordance with any requirements of the MOE, the Transferee shall be permitted to do site preparation including but not limited to remove of all brush and vegetation from the Property at its own expense. All work shall be carried out at the sole expense and risk of the Transferee, and the Transferor assumes no responsibility for and the Transferee shall indemnify and save harmless the Transferor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from its and/or its agents' or contractors or consultants' presence on the Property or its and/or its agents' or consultants' activities on or in connection with the Property
6. The Closing Date shall be twenty (20) days following the date the Transferee notifies the Transferor that the conditions in paragraph 4 above have been satisfied (or if such day is a

Initials  
of Transferor 

Initials  
of Transferor 

## Correspondence #11 - June 22, 2026

weekend or holiday, the next business day) or such other date as the parties may agree in writing.

7. On Closing, the Transferee shall accept, assume and take title to the Property and any improvements thereon in an "as is, where is" condition. The term "as is, where is" means in its existing condition or state without any agreement, representation or warranty of any kind, either express or implied on the part of the Transferor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the lands or the condition of the Buildings, if any, or any other matter respecting the Property whatsoever, including without limitation, compliance with all environmental laws, the existence of any hazardous substance or contaminant, or the use to which the Property may be put and its zoning. Without limiting the foregoing, it is understood that the Transferee accepts, assumes and takes title to the Property subject to the land uses permitted on the Property by the applicable and/or proposed land use regulations.
8. From the date of Closing, Transferee shall be responsible for and hereby indemnifies and saves harmless the Transferor and its employees, directors, trustees, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise directly or indirectly as a result of the condition, use, occupancy, redevelopment, or demolition of the Property (collectively the "**Ownership of the Property**") or any order issued by any competent governmental authority in connection with the Ownership of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the Ownership of the Property including, without limitation, non-compliance with environmental law or the existence of any hazardous substance or contaminant. On the Date of Closing, the Transferee will execute and deliver an Indemnity Agreement in the Transferor's form accepting, assuming and indemnifying the Transferor with respect to all such matters referred to in this paragraph 8 of Schedule A.

Initials  
of Transferor

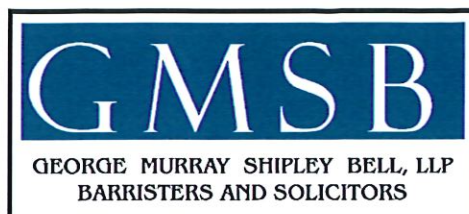
*Km*

*RR*

Initials  
of Transferor

*U*

# Correspondence #11 - June 22, 2026



*Partners:*

Melanie Hockin, LL.B.\*  
Gregory Bernard, J.D.\*  
Peter J. Norris, J.D.\*  
Colin J.G. McElrea, J.D.\*

D'Arcy D. W. Bell Professional Corporation  
D. Ryan Bell, J.D. (practising in association)

*Retired:*

Robert G. Murray, Q.C. (1937-2020)  
Wayne Shipley  
John Ruffilli

*Counsel:*

Edward Litrenta, LL.B.\*  
Carlo Cimetta, LL.B.\*  
James G. Kohlmeier, LL.B.\*

*Associates:*

Anthony Petrucci, J.D.  
Ashima Wadhi, LL.B.  
MacKenzie Voza, J.D.  
Joshua Iacobelli, J. D.  
Faye Abbasi, LL.B.

\*practising through a corporation

June 5, 2026

The City of Sarnia  
255 Christina Street North  
Sarnia, ON N7T 7N2

Attn: Emma Nicholson, City Solicitor  
By email to [emma.nicholson@sarnia.ca](mailto:emma.nicholson@sarnia.ca)

Dear Ms. Nicholson,

Re: Sarnia-Bluewater Active Connected Community Centre o/a "Sarnia BACE"  
Response to Inquiries

This letter is further to our letter dated May 14 with enclosures and in response to your emails of May 27 and June 3. Please see attached document with responses to the City's questions, as well as an organizational chart. I have also attached the opening resolutions and current organizational by-law for the corporation. At the time of incorporation the board adopted this by-law which is essentially an unmodified version of the template by-law published by the government of Ontario for ONCA compliance. The governance team has been working on minor amendments to the template by-law to reflect the specific structure of this corporation and we will provide you with a copy of the updated by-law once it has been approved by the board. As the by-law must be approved by CRA for the corporation to obtain charitable status, the amendments will be minor and fully compliant with ONCA.

Please do not hesitate to contact me if require further information or clarification

Yours very truly,

D'Arcy D. W. Bell Professional Corporation

  
Per: D. Ryan Bell

Encl.

## Correspondence #11 - June 22, 2026

- **A proposed schedule for MECP approvals. There was a reference to an interim approval or "permission for the site work." Please confirm:**
  - **When is this approval expected to be received?**
    - The environmental review was submitted to the MECP on Friday May, 29<sup>th</sup>
    - A request for a preliminary review has been made and is anticipated within the next 2 weeks
    - Permission to start work is at the director's discretion. Initial discussions have been held, and the goal is for surface land work to be completed before this year's frost.
    - Upon confirming a date, you will be notified
  - **What activities would it permit?**
    - Land clearing and preparation prior to excavation to ensure we can maximize the efficiency of progress
    - A detailed work scope will need to be submitted to the ministry and approved. We will share upon permission being granted
  - **When final approvals are anticipated.**
    - We are in the standard waiting period, we have been advised 6-12 months; however, the local office has indicated positive support for moving this project forward
- **A construction commencement and milestone schedule**
  - Our construction timeline is expected to commence in the spring of 2027.
  - As per our proposal, our building and domes are pre-engineered, which expedites construction timelines. The domes are a 6-month lead time order and an approx. 2-week assembly. The speed of construction is tied to funding availability. The construction timeline is expected to be 12-18 months following all approvals.
- **Confirmation as to whether remediation of the lands/site is required?**
  - **The estimated timeline and cost for any remediation.**
    - No remediation is required per the submission of the environmental review.
  - **Confirmation of whether remediation costs are included within the current funding structure and project budget.**
    - As no remediation is required, no costs have been allocated for this work.

**During my meeting with BACE on March 6, I was advised that the provincial and federal funding was unlikely to materialize due to the "grassroots" nature of the project. In light of that discussion, can you please confirm:**

- **Whether the project scope has been revised or reduced to account for this funding gap?**
- Phase 1 of this project was never structured around or dependent upon federal or provincial funding. The project scope has not been revised or reduced. We are

## Correspondence #11 - June 22, 2026

proceeding as planned. That said, we remain committed stewards of this development and are actively pursuing additional funding at both levels of government. We are particularly encouraged by the recent announcement from Adam van Koeverden, Secretary of State (Sport) for Canada, of a \$750 million sport program designed to expand access to sport by "creating opportunities for Canadians to build meaningful relationships in their communities, making full use of existing and new infrastructure." Our project aligns directly with this mandate, and our local MP is actively engaged with his office on our behalf. We are also in regular communication with our MPP's office regarding available provincial grant opportunities. Separately, during a recent conversation with senior city staff, we discussed the fact that a significant number of grants are available exclusively to municipalities. We believe there is a meaningful opportunity for collaboration on these applications, and we welcome further discussion with staff on how best to pursue that. We are confident in the financial foundation of Phase 1 and look forward to continuing to work constructively with the City on this initiative.

- **Whether alternative funding sources have been identified to address the approximately \$7 million in anticipated grant funding.**
  - To clarify, the \$7 million in anticipated grant funding referenced is specific to Phase 2 of the project, not Phase 1. As noted above, we are actively pursuing both federal and provincial funding for that phase. It has consistently been our experience and is widely understood in the grant landscape that federal and provincial funding is significantly more accessible for the expansion of an established, proven project than for the initial funding of a grassroots initiative. Phase 2 will be that expansion, and we are well-positioned to pursue it on that basis.
  - Phase 1 is funded independently of any federal or provincial commitment. Our Phase 1 funding model is built on four pillars:
    - 1. Already-committed municipal funds (\$7 million plus development & permitting fees)
    - 2. Land donation of 27 acres
    - 3. Philanthropic contributions, with \$2 million already secured
    - 4. A capital campaign that will be launched upon confirmation of our charitable status
  - We are confident this represents a sound and realistic financial foundation for Phase 1, and we are proceeding accordingly.

**I also note that in your most recent correspondence there is \$25,000 allocated to seek grant funding. Please confirm whether the intention is to retain a grant writer or consultant for this purpose.**

- We will manage our business according to project needs. If a skillset is required outside of our board competencies, we will hire a professional grant writer. We anticipate the use of a professional grant writer for significant grants.

## Correspondence #11 - June 22, 2026

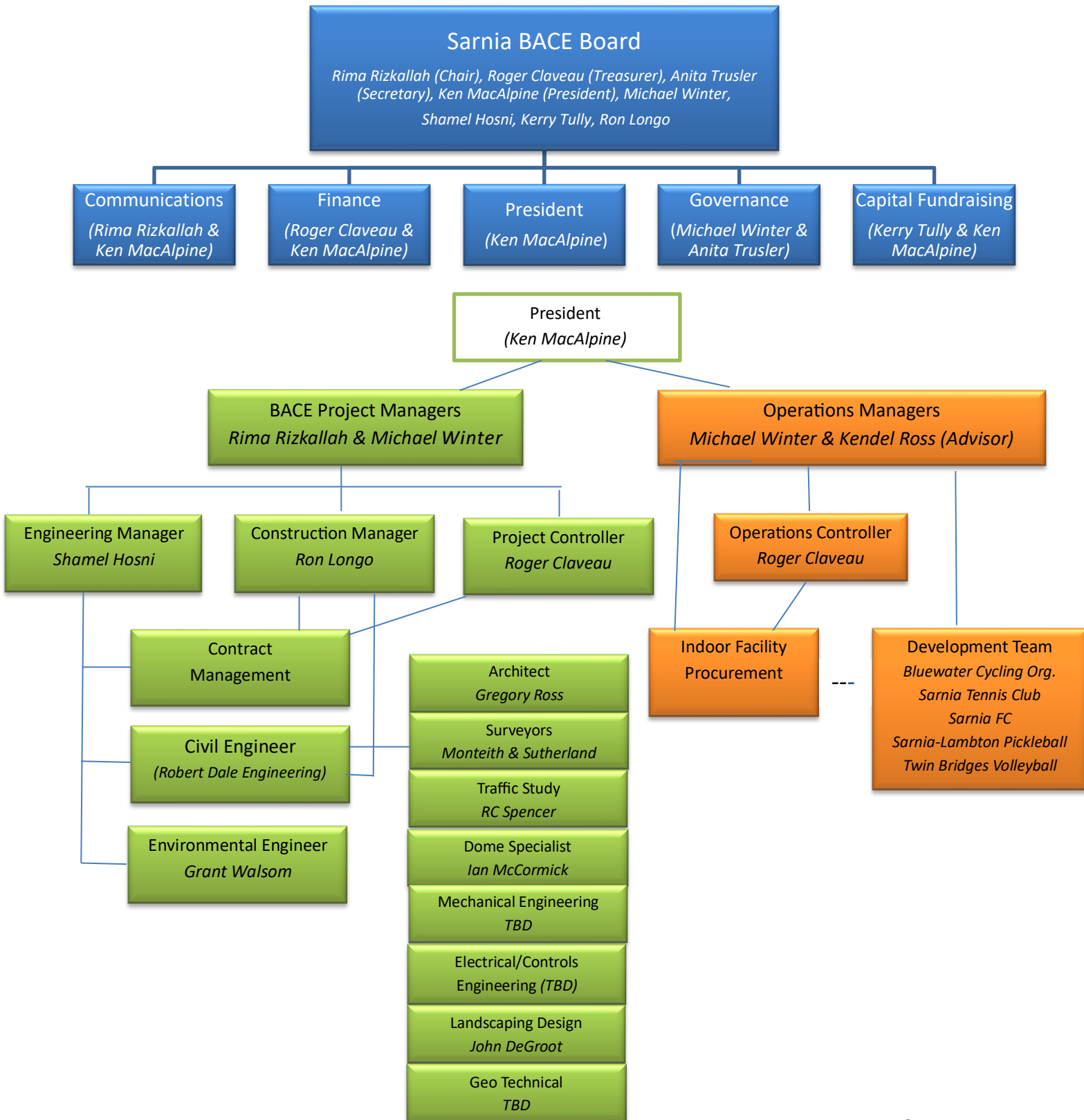
In addition, please provide:

- **A detailed breakdown of the total project budget, including all sources of funding and the status of those funding commitments.**
  - As the project is modular, we can scale the project based on funding availability. We can commit that we will have the funding for individual modules prior to commencement. The funding that the city has now committed will ensure a number of modules, like the land infrastructure and both domes.
- **The proposed governance structure for the project, as requested by Council.**
  - Please see the attached current organizational chart. Of note, this chart is designed for the high-level commencement of this project. As further details are formed, we will update accordingly and forward them along. Upon final approval of board governance, we will share. Anticipated completion is June 30<sup>th</sup>. In addition, all will be posted publicly as per charitable requirements.
- **Confirmation as to whether contingencies have been included within the proposed project costs for potential remediation requirements arising from MECP review or approvals.**
  - Due to remediation not being required, no contingencies have been included for remediation. Standard project contingencies are included.
- **Any architectural drawings, conceptual site plans, or other design materials prepared for the project to date.**
  - Geoff Dale of Robert E. Dale Limited, Professional Engineers, is coordinating the site plan with the city. He has advised it is 95% complete including the input provided by the city planning and engineering departments. If further inquiries, we will happily connect you with Geoff Dale.
- **Does the overall request (subject to approval at Council each year) remain a total of \$10 million or is it reduced to \$7 million due to the land donation (valued previously at \$3 million)? Council approved financing \$4.1 million, subject to investigations, in November 2025. It appears as if your request at this time is \$3.5 million, which I believe is the \$4.1 million less the \$600k for the land purchase (which had been proposed as \$600 per year for 5 years). Can you please clarify which portion is being re-directed?**
  - The original total approved was \$10M. \$7M to be distributed to BACE (subject to approval at Council each year, \$3.5M approved in the 2026 Municipal budget). The land funding approval (\$3M) is now reduced to \$2.4M and redirected towards development and permitting charges.

# Correspondence #11 - June 22, 2026



## BACE Organizational Chart



# Correspondence #11 - June 22, 2026

## RESOLUTIONS OF THE DIRECTORS

OF

### SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE

The undersigned, being all of the Directors of the Corporation, hereby sign the following resolutions:

#### 1. ISSUANCE OF MEMBERSHIPS

##### BE IT RESOLVED THAT:

the following persons are admitted as Members of the Corporation and memberships of the Corporation be issued to these persons:


ROGER CLAVEAU  
SHAMEL HOSNI  
KENNETH MACALPINE  
RIMA RIZKALLAH  
ANITA TRUSLER  
KERRY TULLY  
MICHAEL WINTER


#### 2. FIRST MEMBERS MEETING


##### BE IT RESOLVED THAT:

a special meeting of the first members of the Corporation be held on January 28, 2026 for the purpose of confirming the by-laws, electing directors, appointing a public accountant, and transacting such other business as may properly come before the meeting.


The undersigned, being all the Directors of the Corporation, hereby consent, by their signatures, to the foregoing resolutions pursuant to the provisions of the *Ontario Not-for-profit Corporations Act, 2010* this 27<sup>th</sup> day of January 2026

  
Rima Rizkallah (Mar 18, 2026 09:21:45 EDT)  
RIMA RIZKALLAH

  
Shamel Hosni (Mar 3, 2026 16:41:14 EST)  
SHAMEL HOSNI

  
Kenneth MacAlpine (Mar 3, 2026 15:45:03 EST)  
KENNETH MACALPINE

  
ROGER CLAVEAU

  
Anita Trusler (Mar 3, 2026 15:46:03 EST)  
ANITA TRUSLER

  
Kerry Tully (Mar 11, 2026 12:35:58 EDT)  
KERRY TULLY

  
Michael Winter (Mar 18, 2026 09:31:30 EDT)  
MICHAEL WINTER

# Correspondence #11 - June 22, 2026

## RESOLUTIONS OF THE DIRECTORS

OF

### SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE

The undersigned, being all the Directors of the Corporation, hereby sign the following resolutions:

#### 1. ADOPTION OF BY-LAWS

##### BE IT RESOLVED THAT:

the Directors of the Corporation do hereby approve and adopt By-Law No. 1, being a by-law relating generally to the conduct of the business and affairs of the Corporation.

#### 2. APPOINTMENT OF OFFICERS

##### BE IT RESOLVED THAT:

the following persons be and are hereby appointed Officers of the Corporation to hold office at the discretion of the Board or until the earlier of the officer's successor being appointed, or the officer's resignation, or his/her death.

KENNETH MACALPINE– President

RIMA RIZKALLAH - Chair

ANITA TRUSLER– Secretary

ROGER CLAVEAU– Treasurer

#### 3. APPOINTMENT OF ACCOUNTANT

##### BE IT RESOLVED THAT:

MNP be and are hereby appointed the accountants for the Corporation to hold office until the close of the first members meeting.

#### 4. BANKING

##### BE IT RESOLVED THAT:

an account be opened with:

**TD Canada Trust**

**1210 London Road, Sarnia, Ontario - N7S 1P4**

# Correspondence #11 - June 22, 2026

## 5. FISCAL YEAR END

### BE IT RESOLVED THAT:

the fiscal year end of the Corporation shall be December 31 in each year.

## 6. GENERAL APPOINTMENT OF SIGNING OFFICERS

### BE IT RESOLVED THAT:

in accordance with the provisions of the by-laws of the Corporation, all contracts, documents and instruments in writing requiring a signature of the Corporation, as well as all cheques, drafts, or orders for the payment of money and all notes and acceptance and bills of exchange, may be signed by any two officers or directors as appropriate under the by-laws until such time that such appointment is revoked. In addition, the directors may, from time to time, direct the manner in which, and the person or persons by whom, any particular instrument or class of instruments may or shall be signed.

## 7. LOCATION OF REGISTERED OFFICE

### BE IT RESOLVED THAT:

the location of the registered office of the Corporation be and the same is hereby fixed at:

**311 Tawny Road, Sarnia, Ontario, N7S5K1, Canada**

## 8. LOCATION OF MINUTE BOOK

### BE IT RESOLVED THAT:

- a) the office of:  
D'ARCY D. W. BELL PROFESSIONAL CORPORATION  
222 Front Street North  
Sarnia, Ontario N7T 5S5

is hereby designated as a location at which the minute book, including the registers and corporate records of the Corporation may be prepared, maintained and kept;


## 9. CORPORATE SOLICITORS

### BE IT RESOLVED THAT:

D'ARCY D. W. BELL PROFESSIONAL CORPORATION be and they are hereby retained as the Corporation's solicitors and be and they are hereby authorized to accept and carry out such instructions as the directors, officers and authorized agents of the Corporation may give them from time to time.

# Correspondence #11 - June 22, 2026

The undersigned, being all the Directors of the Corporation, hereby consent, by their signatures, to the foregoing resolutions pursuant to the provisions of the *Not-for-Profit Corporations Act, 2010* this 28th day of January, 2026.

  
Rima Rizkallah (Mar 18, 2026 09:21:45 EDT)


---

RIMA RIZKALLAH

  
Shamel Hosni (Mar 3, 2026 16:41:14 EST)

---

SHAMEL HOSNI

  
Kenneth MacAlpine (Mar 3, 2026 15:45:03 EST)


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KENNETH MACALPINE



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ROGER CLAVEAU

  
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---

KERRY TULLY

  
Michael Winter (Mar 18, 2026 09:31:30 EDT)

---

MICHAEL WINTER

# Correspondence #11 - June 22, 2026

## RESOLUTIONS OF THE MEMBERS OF SARNIA-BLUEWATER ACTIVE CONNECTED COMMUNITY CENTRE

The undersigned, being all of the members of the Corporation, hereby sign the following resolutions:

### 1. ADOPTION OF BY-LAWS

#### BE IT RESOLVED THAT:

the members of the Corporation do hereby approve and adopt By-Law No. 1, being a by-law relating generally to the conduct of the business and affairs of the Corporation.

### 2. ELECTION OF DIRECTORS

#### BE IT RESOLVED THAT:

ROGER CLAVEAU  
SHAMEL HOSNI  
KENNETH MACALPINE  
RIMA RIZKALLAH  
ANITA TRUSLER  
KERRY TULLY  
MICHAEL WINTER

are hereby elected and confirmed as Directors for the Corporation and will hold office in accordance with the provisions of the by-laws of the Corporation.


### 3. APPOINTMENT OF ACCOUNTANT

#### BE IT RESOLVED THAT:

MNP is hereby appointed the public accountant of the Corporation to hold office until the close of the next annual members meeting or until a successor is appointed, at such remuneration as may be fixed by the Directors, and the Directors are hereby authorized to fix such remuneration.

# Correspondence #11 - June 22, 2026

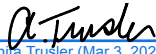
The undersigned, being all the members of the Corporation, hereby consent, by their signatures, to the foregoing resolutions pursuant to the provisions of the *Ontario Not-for-profit Corporations Act, 2010* this 28<sup>th</sup> day of January, 2026.

  
Rima Rizkallah (Mar 18, 2026 09:21:45 EDT)


RIMA RIZKALLAH

  
Kenneth MacAlpine (Mar 3, 2026 15:45:03 EST)

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MICHAEL WINTER

  
Shamel Hosni (Mar 3, 2026 16:41:14 EST)

SHAMEL HOSNI



ROGER CLAVEAU

  
Kerry Tully (Mar 11, 2026 12:39:58 EDT)

KERRY TULLY

# Correspondence #11 - June 22, 2026

## BY-LAW NO. 1

---

### Section 1 - General

#### 1.01 Definitions

In this by-law and all other by-laws of the Corporation, unless the context otherwise requires:

"Act" means the Not-for-Profit Corporations Act, 2010 (Ontario) and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time;

"Board" means the board of directors of the Corporation;

"By-laws" means this by-law no. 1 (including the schedules to this by-law) and all other by-laws of the Corporation as amended and which are, from time to time, in force and effect;

"Chair" means the chair of the Board;

"Corporation" means Sarnia-Bluewater Active Connected Community Centre;

"Director" means an individual occupying the position of director of the Corporation by whatever name he or she is called;

"Member" means a member of the Corporation;

"Members" means the collective membership of the Corporation; and

"Officer" means an officer of the Corporation.

#### 1.02 Interpretation

Other than as specified in Section 1.01, all terms contained in this By-law that are defined in the Act shall have the meanings given to such terms in the Act. Words importing the singular include the plural and vice versa, and words importing one gender include all genders.

#### 1.03 Severability and Precedence

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the By-laws are inconsistent with those contained in the articles or the Act, the provisions contained in the articles or the Act, as the case may be, shall prevail.

#### 1.04 Seal

The seal of the Corporation, if any, shall be in the form determined by the Board.

# Correspondence #11 - June 22, 2026

## 1.05 Execution of Documents

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Corporation may be signed by any two of its Officers or Directors. In addition, the Board may from time to time direct the manner in which and the person by whom a particular document or type of document shall be executed. Any person authorized to sign any document may affix the corporate seal, if any, to the document. Any Director or Officer may certify a copy of any instrument, resolution, By-law or other document of the Corporation to be a true copy thereof.

## Section 2 - Directors

### 2.01 Election and Term

The Directors shall be elected by the Members at the first meeting of Members and at each succeeding annual meeting. The term of office of the Directors (subject to the provisions, if any, of the articles) shall be from the date of the meeting at which they are elected or appointed until the next annual meeting or until their successors are elected or appointed.

### 2.02 Vacancies

The office of a Director shall be vacated immediately:

1. if the Director resigns office by written notice to the Corporation, which resignation shall be effective at the time it is received by the Corporation or at the time specified in the notice, whichever is later;
2. if the Director dies or becomes bankrupt;
3. if the Director is found to be incapable by a court or incapable of managing property under Ontario law; or
4. if, at a meeting of the Members, the Members by ordinary resolution removes the Director before the expiration of the Director's term of office.

### 2.03 Filling Vacancies

A vacancy on the Board shall be filled as follows, and the Director appointed or elected to fill the vacancy holds office for the remainder of the unexpired term of the Director's predecessor:

1. if the vacancy occurs as a result of the Members removing a Director, the Members may fill the vacancy by an ordinary resolution;
2. if there is not a quorum of Directors or there has been a failure to elect the number or minimum number of Directors set out in the articles, the Directors in office shall, without delay, call a special meeting of Members to fill the vacancy and, if they fail to call such a meeting or if there are no Directors in office, the meeting may be called by any Member; and

## Correspondence #11 - June 22, 2026

3. a quorum of Directors may fill a vacancy among the Directors.

### 2.04 Committees

Committees may be established by the Board as follows:

1. The Board may appoint from their number a managing Director or a committee of Directors and may delegate to the managing Director or committee any of the powers of the Directors except those powers set out in the Act that are not permitted to be delegated; and
2. Subject to the limitations on delegation set out in the Act, the Board may establish any committee it determines necessary for the execution of the Board's responsibilities. The Board shall determine the composition and terms of reference for any such committee. The Board may dissolve any committee by resolution at any time.

### 2.05 Remuneration of Directors

The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from occupying the position of Director; subject to the following:

1. Directors may be reimbursed for reasonable expenses they incur in the performance of their Directors' duties;
2. Directors may be paid remuneration and reimbursed for expenses incurred in connection with services they provide to the Corporation in their capacity other than as Directors, provided that the amount of any such remuneration or reimbursement is:
  - i. considered reasonable by the Board;
  - ii. approved by the Board for payment by resolution passed before such payment is made; and
  - iii. in compliance with the conflict of interest provisions of the Act; and
3. Notwithstanding the foregoing, no Director shall be entitled to any remuneration for services as a Director or in other capacity if the Corporation is a charitable corporation, unless the provisions of the Act and the law applicable to charitable corporations are complied with, including Ontario Regulation 4/01 made under the Charities Accounting Act.

## Section 3 - Board Meetings

### 3.01 Calling of Meetings

Meetings of the Directors may be called by the Chair, president or any two Directors at any time and any place on notice as required by this By-law, provided that, for the first organizational meeting following incorporation, an incorporator or a Director may call the first meeting of the Directors by giving not less than five days' notice to each Director, stating the time and, if applicable, the place of the meeting.

## Correspondence #11 - June 22, 2026

### 3.02 Regular Meetings

The Board may fix the place, if applicable, and time of regular Board meetings and send a copy of the resolution fixing the place, if applicable, and time of such meetings to each Director, and no other notice shall be required for any such meetings.

### 3.03 Notice

Notice of the time and place, if applicable, for the holding of a meeting of the Board shall be given in the manner provided in Section 10 of this By-law to every Director of the Corporation not less than seven days before the date that the meeting is to be held. Notice of a meeting is not necessary if all of the Directors are present, and none objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting. If a quorum of Directors is present, each newly elected or appointed Board may, without notice, hold its first meeting immediately following the annual meeting of the Corporation.

A notice of a meeting of Directors need not specify a place of the meeting if the meeting is to be held entirely by one or more telephonic or electronic means. If the Directors may attend a meeting by telephonic or electronic means, the notice of the meeting must include instructions for attending and participating in the meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

### 3.04 Chair

The Chair shall preside at Board meetings. In the absence of the Chair, the Directors present shall choose one of their number to act as the Chair.

### 3.05 Voting

Each Director has one vote. Questions arising at any Board meeting shall be decided by a majority of votes. In case of an equality of votes, the Chair shall not have a second or casting vote.

### 3.06 Participation by Telephonic or Electronic Means

Subject to the provisions of the articles, if any, a meeting of Directors may be held entirely by one or more telephonic or electronic means or by any combination of in-person attendance and by one or more telephonic or electronic means, provided that all persons attending the meeting are able to communicate with each other simultaneously and instantaneously. A person who, through telephonic or electronic means, attends a meeting of Directors is deemed for the purposes of the Act to be present at the meeting.

# Correspondence #11 - June 22, 2026

## Section 4 - Financial

### 4.01 Banking

The Board shall by resolution from time to time designate the bank in which the money, bonds or other securities of the Corporation shall be placed for safekeeping.

### 4.02 Financial Year

The financial year of the Corporation ends on December 31 in each year or on such other date as the Board may from time to time by resolution determine.

## Section 5 - Officers

### 5.01 Officers

The Board shall appoint from among the Directors a Chair and may appoint any other person to be president, treasurer and secretary at its first meeting following the annual meeting of the Corporation. The office of treasurer and secretary may be held by the same person and may be known as the secretary-treasurer. The office of Chair and president may also be held by the same person. The Board may appoint such other Officers and agents as it deems necessary, and who shall have such authority and shall perform such duties as the Board may prescribe from time to time.

### 5.02 Office Held at Board's Discretion

Any Officer shall cease to hold office upon resolution of the Board. Unless so removed, an Officer shall hold office until the earlier of:

- a. the Officer's successor being appointed,
- b. the Officer's resignation, or
- c. such Officer's death.

### 5.03 Duties

Officers shall be responsible for the duties assigned to them and they may delegate to others the performance of any or all of such duties.

### 5.04 Duties of the Chair

The Chair shall perform the duties described in sections 3.04 and 9.05 and such other duties as may be required by law or as the Board may determine from time to time.

### 5.05 Duties of the President

The president shall perform the duties described in Schedule A and such other duties as may be required by law or as the Board may determine from time to time.

# Correspondence #11 - June 22, 2026

## 5.06 Duties of the Treasurer

The treasurer shall perform the duties described in Schedule B and such other duties as may be required by law or as the Board may determine from time to time.

## 5.07 Duties of the Secretary

The secretary shall perform the duties described in Schedule C and such other duties as may be required by law or as the Board may determine from time to time.

## Section 6 - Protection of Directors and Others

### 6.01 Protection of Directors and Officers

No Director, Officer or committee member of the Corporation is liable for the acts, neglects or defaults of any other Director, Officer, committee member or employee of the Corporation or for joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or Corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust provided that they have:

1. complied with the Act and the Corporation's articles and By-laws; and
2. exercised their powers and discharged their duties in accordance with the Act

## Section 7 - Conflict of Interest

### 7.01 Conflict of Interest

A Director who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation or is a director or officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall attend any part of a meeting of Directors during which the contract or transaction is discussed or vote on any resolution to approve any such contract or transaction.

### 7.02 Charitable Corporations

No Director shall, directly or through an associate, receive a financial benefit, through a contract or otherwise, from the Corporation if it is a charitable corporation unless the provisions of the Act and the law applicable to charitable corporations are complied with.

# Correspondence #11 - June 22, 2026

## Section 8 - Members

### 8.01 Members

Membership in the Corporation shall consist of the incorporators named in the articles and such other persons interested in furthering the Corporation's purposes and who have been accepted into membership in the Corporation by resolution of the Board.

### 8.02 Membership

A membership in the Corporation is not transferable and automatically terminates if the Member resigns or such membership is otherwise terminated in accordance with the Act.

### 8.03 Disciplinary Act or Termination of Membership for Cause

1. Upon 15 days' written notice to a Member, the Board may pass a resolution authorizing disciplinary action or the termination of membership for violating any provision of the articles or By-laws.
2. The notice shall set out the reasons for the disciplinary action or termination of membership. The Member receiving the notice shall be entitled to give the Board a written submission opposing the disciplinary action or termination not less than 5 days before the end of the 15-day period. The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action or termination of membership.

## Section 9 - Members' Meetings

### 9.01 Annual Meeting

The annual meeting shall be held on a day and at a place within Ontario fixed by the Board. Any Member, upon request, shall be provided, not less than five business days or other number of days that may be further prescribed in regulations before the annual meeting, with a copy of the approved financial statements, auditor's report or review engagement report and other financial information required by the By-laws or articles.

The business transacted at the annual meeting shall include:

- a. receipt of the agenda;
- b. receipt of the minutes of the previous annual and subsequent special meetings;
- c. consideration of the financial statements;
- d. report of the auditor or person who has been appointed to conduct a review engagement;
- e. reappointment or new appointment of the auditor or a person to conduct a review engagement for the coming year;
- f. election of Directors; and
- g. such other or special business as may be set out in the notice of meeting.

## Correspondence #11 - June 22, 2026

No other item of business shall be included on the agenda for annual meeting unless a Member has given notice to the Corporation of any matter that the Member proposes to raise at the meeting in accordance with the Act, so that such item of new business can be included in the notice of annual meeting.

Subject to the provisions of the articles, if any, a meeting of the Members may be held entirely by one or more telephonic or electronic means or by any combination of in-person attendance and by one or more telephonic or electronic means, and it must enable all persons entitled to attend the meeting to reasonably participate. A person who, through telephonic or electronic means, votes at or attends a meeting of the Members is deemed for the purposes of this Act to be present at the meeting.

### 9.02 Special Meetings

The Directors may call a special meeting of the Members. The Board shall call a special meeting on written requisition of the Members who hold at least 10 per cent of votes that may be cast at the meeting sought to be held within 21 days after receiving the requisition unless the Act provides otherwise.

### 9.03 Notice

Subject to the Act, not less than 10 and not more than 50 days written notice of any annual or special Members' meeting shall be given in the manner specified in the Act to each Member, each Director and to the auditor or person appointed to conduct a review engagement. Notice of any meeting where special business will be transacted must contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken, and state the text of any special resolution to be submitted to the meeting.

A notice of a meeting of the Members is not required to specify a place of the meeting if the meeting is to be held entirely by one or more telephonic or electronic means. If a person may attend a meeting of the Members by telephonic or electronic means, the notice of the meeting must include instructions for attending and participating in the meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

### 9.04 Quorum

A quorum for the transaction of business at a Members' meeting is a majority of the Members entitled to vote at the meeting. If a quorum is present at the opening of a meeting of the Members, the Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.

## Correspondence #11 - June 22, 2026

### 9.05 Chair of the Meeting

The Chair shall be the chair of the Members' meeting; in the Chair's absence, the Members present at any Members' meeting shall choose another Director as chair and if no Director is present or if all of the Directors present decline to act as chair, the Members present shall choose one of their number to chair the meeting.

### 9.06 Voting of Members

Business arising at any Members' meeting shall be decided by a majority of votes unless otherwise required by the Act or the By-law provided that:

- a. each Member shall be entitled to one vote at any meeting;
- b. votes shall be taken by a show of hands among all Members present and the chair of the meeting, if a Member, shall have a vote;
- c. an abstention shall not be considered a vote cast;
- d. before or after a show of hands has been taken on any question, the chair of the meeting may require, or any Member may demand, a written ballot. A written ballot so required or demanded shall be taken in such manner as the chair of the meeting shall direct;
- e. if there is a tie vote, the chair of the meeting shall require a written ballot, and shall not have a second or casting vote. If there is a tie vote upon written ballot, the motion is lost; and
- f. whenever a vote by show of hands is taken on a question, unless a written ballot is required or demanded, a declaration by the chair of the meeting that a resolution has been carried or lost and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

### 9.07 Adjournments

The Chair may, with the majority consent of any Members' meeting, adjourn the same from time to time and if a meeting of the Members is adjourned by one or more adjournments for an aggregate of less than 30 days, it is not necessary, that any person be notified of the meeting that continues the adjourned meeting, other than by announcement of all of the following at the time of an adjournment:

1. The time of the continued meeting.
2. If applicable, the place of the continued meeting.
3. If applicable, instructions for attending and participating in the continued meeting by the telephonic or electronic means that will be made available for the meeting, including, if applicable, instructions for voting by such means at the meeting.

## **Correspondence #11 - June 22, 2026**

Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

### **9.08 Persons Entitled to be Present**

The only persons entitled to attend a Members' meeting are the Members, the Directors, the auditor or the person who has been appointed to conduct a review engagement of the Corporation, if any, and others who are entitled or required under any provision of the Act or the articles or the By-laws of the Corporation to be present at the meeting. Any other person may be admitted only if invited by the Chair of the meeting or with the majority consent of the Members present at the meeting.

## **Section 10 - Notices**

### **10.01 Service**

Any notice required to be sent to any Member or Director or to the auditor or person who has been appointed to conduct a review engagement of the Corporation shall be delivered personally, or sent by prepaid mail, facsimile, email or other electronic means to any such Member at the Member's latest address as shown in the records of the Corporation; and to such Director at his or her latest address as shown in the records of the Corporation or in the most recent notice or return filed under the Corporations Information Act, whichever is the more current; and to the auditor or the person who has been appointed to conduct a review engagement at its business address; provided always that notice may be waived or the time for giving the notice may be abridged at any time with the consent in writing of the person entitled thereto.

### **10.02 Error or Omission in Giving Notice**

The accidental omission to give any notice to any Member, Director, Officer, member of a committee of the Board or auditor or person conducting a review engagement, if any, or the non-receipt of any notice by any such person where the Corporation has provided notice in accordance with the By-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.


# Correspondence #11 - June 22, 2026

## Section 11 - Adoption and Amendment of By-laws

### 11.01 Amendments to By-laws


The Board may from time to time in accordance with the Act amend or repeal and replace this By-law No.1

Enacted this 28 day of January 2026

  
Kenneth MacAlpine (Jan 7, 2026 09:25:03 EST)  
Director - Kenneth MacAlpine

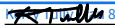
  
Shamel Hosni (Jan 6, 2026 19:47:23 EST)  
Director – Shamel Hosni

  
Michael Winter (Jan 9, 2026 15:58:25 EST)  
Director – Michael Winter

  
Rima Rizkallah (Jan 7, 2026 09:49:48 EST)  
Director – Rima Rizkallah

  
Anita Trusler (Jan 6, 2026 14:52:39 EST)  
Director – Anita Trusler

  
Director – Roger Claveau

  
Kerry Tully (Jan 8, 2026 17:18:08 EST)  
Director – Kerry Tully

# Correspondence #11 - June 22, 2026

## Schedule A

### Position Description of the President

#### Role Statement

If appointed, the president shall be the chief executive officer of the Corporation and shall be responsible for implementing the strategic plans and policies of the Corporation. The president shall, subject to the authority of the Board, have general supervision of the affairs of the Corporation. The president shall be entitled to receive notice or and to attend and speak at all meetings of the Board and of meetings of Members as a non-member thereof without the right to vote, save and except when the Board is discussing the position, salary or benefits of the president.

### Responsibilities

#### Agendas

Establish agendas aligned with annual Board goals and preside over Board meetings if also holding the office of Chair. Ensure meetings are effective and efficient for the performance of governance work. Ensure that a schedule of Board meetings is prepared annually.

#### Direction

Serve as the Board's central point of communication with the senior management, if any, of the Corporation; provide guidance to senior management, if any, regarding the Board's expectations and concerns. In collaboration with senior management, develop standards for Board decision-support packages that include formats for reporting to the Board and level of detail to be provided to ensure that management strategies, planning and performance information are appropriately presented to the Board.

#### Performance Appraisal

Lead the Board in monitoring and evaluating the performance of senior management, if any, through an annual process.

#### Work Plan

Ensure that a Board work plan is developed and implemented that includes annual goals for the Board and embraces continuous improvement.

#### Representation

Serve as the Board's primary contact with the public.

#### Reporting

Report regularly to the Board on issues relevant to its governance responsibilities.

## Correspondence #11 - June 22, 2026

### Board Conduct

Set a high standard for Board conduct and enforce policies and By-laws concerning Directors' conduct.

### Mentorship

Serve as a mentor to other Directors. Ensure that all Directors contribute fully. Address issues associated with underperformance of individual Directors.

### Succession Planning

Ensure succession planning occurs for senior management, if any, and Board.

### Committee Membership

Serve as member on all Board committees.

# Correspondence #11 - June 22, 2026

## Schedule B

### Position Description of the Treasurer

#### Role Statement

If appointed, the treasurer works collaboratively with the president and senior management, if any, to support the Board in achieving its fiduciary responsibilities.

### Responsibilities

#### Custody of Funds

The treasurer shall have the custody of the funds and securities of the Corporation and shall keep full and accurate accounts of all assets, liabilities, receipts and disbursements of the Corporation in the books belonging to the Corporation and shall deposit all monies, securities and other valuable effects in the name and to the credit of the Corporation in such chartered bank or trust company, or, in the case of securities, in such registered dealer in securities as may be designated by the Board from time to time. The treasurer shall disburse the funds of the Corporation as may be directed by proper authority taking proper vouchers for such disbursements, and shall render to the Chair and directors at the regular meeting of the Board, or whenever they may require it, an accounting of all the transactions and a statement of the financial position, of the Corporation. The treasurer shall also perform such other duties as may from time to time be directed by the Board.

#### Board Conduct

Maintain a high standard for Board conduct and uphold policies and By-laws regarding Directors' conduct, with particular emphasis on fiduciary responsibilities.

#### Mentorship

Serve as a mentor to other Directors.

#### Financial Statement

Present to the Members at the annual meeting as part of the annual report, the financial statement of the Corporation approved by the Board together with the report of the auditor or of the person who has conducted the review engagement, as the case may be.

# Correspondence #11 - June 22, 2026

## Schedule C

### Position Description of the Secretary

#### Role Statement

If appointed, the secretary works collaboratively with the president to support the Board in fulfilling its fiduciary responsibilities.

### Responsibilities

#### Board Conduct

Support the president in maintaining a high standard for Board conduct and uphold policies and the By-laws regarding Directors' conduct, with particular emphasis on fiduciary responsibilities.

#### Document Management

Keep a roll of the names and addresses of the Members. Ensure the proper recording and maintenance of minutes of all meetings of the Corporation, the Board and Board committees. Attend to correspondence on behalf of the Board. Have custody of all minute books, documents, registers and the seal of the Corporation and ensure that they are maintained as required by law. Ensure that all reports are prepared and filed as required by law or requested by the Board.

#### Meetings

Give such notice as required by the By-Laws of all meetings of the Corporation, the Board and Board committees. Attend all meetings of the Corporation, the Board and Board committees.



**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Bright's Grove Library Committee  
Kristen McGill, City Treasurer  
David Stockdale, General Manager of Corporate Services  
DATE: June 22, 2026  
SUBJECT: Brights Grove Library Expansion Project

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**Recommendation**

The Brights Grove Library Expansion Committee recommend:

1. That Sarnia City Council approve the Bright's Grove Library fundraising framework as outlined in this report;
2. That Sarnia City Council approve a fundraising and donor recognition campaign budget of \$50,000 to be funded from the Bright's Grove Library project budget;
3. That Sarnia City Council approve the proposed donor recognition structure and naming opportunity schedule attached as Appendix "A", and authorize staff to make minor modifications as necessary to support fundraising efforts and the administration of donor agreements;
4. That Sarnia City Council authorize donations exceeding \$20,000 to be formalized through individual donation agreements satisfactory to the City Solicitor;
5. That Sarnia City Council approve the installation of a donor recognition wall within the Bright's Grove Library addition recognizing donors contributing \$2,500 or greater; and
6. That Sarnia City Council authorize any surplus donations received through the campaign to be reserved for future enhancements, finishing features, restoration work, landscaping, or future capital improvements at the Bright's Grove Library site.

## Correspondence #12 - June 22, 2026

7. That Sarnia City Council authorize staff to undertake additional exterior masonry repointing work on the original library structure, subject to sufficient funds being secured for this purpose, and to procure the work in accordance with the City's Procurement Policy and all applicable legislative requirements;
8. That Sarnia City Council authorize staff to continue discussions with Housing, Infrastructure and Communities Canada regarding potential funding opportunities through the Build Communities Strong Fund Direct Delivery stream and submit any required expressions of interest or funding applications;
9. That, should funding be secured through the Build Communities Strong Fund Direct Delivery stream or any other senior government funding program for the Bright's Grove Library Expansion Project, Council direct that municipal funding previously allocated from the Infrastructure Reserve Fund for the future replacement of a fire engine be replenished, to the extent funding permits.
10. That Sarnia City Council authorize the Mayor and Clerk to execute any required donation agreements or related fundraising documents associated with the Bright's Grove Library campaign.

### **Background**

On December 9, 2019, Sarnia City Council accepted a \$10,000 contribution from Gallery in the Grove toward the cost of an architectural design for the Bright's Grove Library expansion project.

In 2020, Passa Associates Architects was retained in accordance with the City's Procurement Policy to undertake the design work. Representatives from the County of Lambton, Gallery in the Grove, and the City met regularly with Passa Associates to support development of the preliminary design concept.

On February 8, 2021, Council received the preliminary drawings for the Bright's Grove Library expansion.

In 2022, Council established the Bright's Grove Library Committee to advance the project and authorized \$350,000 for detailed design work.

On September 11, 2023, Council was presented with the final construction drawings prepared by Passa Associates Architects. Throughout 2024 and 2025, staff completed the required site development and pre-construction work necessary to prepare the project for tender.

## Correspondence #12 - June 22, 2026

Council has previously approved funding for the project through a combination of municipal sources, including the reallocation of approximately \$1 million that had originally been reserved for the future replacement of a fire engine.

At its May 25, 2026 meeting, Council approved the following:

- Acceptance of the tender submitted by K&L Construction Ltd. in the amount of \$5,452,449.17 including non-rebateable HST for the renovation and addition at the Bright's Grove Library;
- Additional funding of \$280,000 for a 5% project contingency;
- Project management services by Winmar in the amount of \$131,066 including non-rebateable HST; and
- Authorization for the Mayor and Clerk to execute the required agreements.

With the project now proceeding to construction, the Bright's Grove Library Committee is prepared to formally launch a community fundraising campaign in support of the project and future enhancements to the facility.

### Comments

#### FUNDRAISING CAMPAIGN AND COMMUNITY ENGAGEMENT

The Bright's Grove Library Committee has developed, with support from City staff, a fundraising framework intended to encourage broad community participation while also providing opportunities for significant sponsorship and naming recognition.

The campaign is proposed to officially launch on June 23, 2026, with a major public presence planned during the Gallery in the Grove event scheduled for June 25, 2026.

The campaign will include:

- Printed promotional materials;
- Sponsorship and pledge forms;
- Donor recognition materials;
- Community engagement and outreach;
- Social media and website promotion;
- Donor recognition wall design and installation; and
- Grand opening and donor appreciation activities.

The Committee is recommending a fundraising campaign budget of \$50,000 to support these activities.

## Correspondence #12 - June 22, 2026

### REVISED NAMING OPPORTUNITY STRUCTURE

Initial naming opportunities focused on a limited number of larger sponsorships. Through consultation with the Committee and community stakeholders, feedback indicated that a more flexible structure with additional mid-range opportunities may encourage broader participation from local businesses, organizations, families, and residents.

The revised structure maintains the overall fundraising target of approximately \$1 million while allowing for greater community involvement and accessibility.

Donations of \$2,500 or greater would be recognized on a permanent donor wall within the facility.

Donations exceeding \$20,000 would be formalized through individual donation agreements to ensure clarity regarding recognition terms, payment schedules, and project expectations.

A proposed naming opportunity schedule is attached as Appendix "A"; The Committee is requesting Council authorize staff to make minor modifications as necessary to support fundraising efforts and the administration of donor agreements.

### FUTURE ENHANCEMENTS AND SURPLUS DONATIONS

As construction documents were finalized and tenders issued, certain restoration and enhancement items were excluded from the project scope in order to maintain affordability and remain within approved funding limits.

The Committee has since received a significant donation pledge contingent upon restoration work being completed on portions of the original building masonry, including repointing of brickwork.

The Committee recommends that Council authorize such enhancements should sufficient donated funds become available. Should funding become available, staff will evaluate the most appropriate procurement approach, including whether the work may be incorporated into the existing construction contract through a change order, negotiated with the primary contractor, or procured separately, in accordance with the City's Procurement Policy and applicable legislation. Integrating the work with the current project may provide cost, scheduling, and coordination advantages.

Fundraising proceeds may be applied toward eligible project costs associated with the Bright's Grove Library Expansion Project, including approved project enhancements, restoration work, contingency requirements, and any project cost overruns authorized by Council. Any remaining surplus fundraising proceeds

## Correspondence #12 - June 22, 2026

following project completion would be reserved for future improvements, finishing features, accessibility enhancements, landscaping, restoration work, or future capital work at the Bright's Grove Library site as approved by council.

This recommendation ensures that all donated funds remain dedicated to long-term improvements benefiting the facility and community.

### FEDERAL FUNDING OPPORTUNITIES

Staff previously submitted an application under the Green and Inclusive Community Buildings Program; however, the City was unsuccessful in obtaining funding through that intake.

Subsequent discussions with representatives from Housing, Infrastructure and Communities Canada have identified a potential opportunity under the Build Communities Strong Fund Direct Delivery stream.

Staff will continue discussions with federal representatives and work toward submission of an expression of interest should the program criteria align with the Bright's Grove Library project.

Any future grant funding secured would reduce pressure on municipal funding sources and/or allow for additional project enhancements.

### Consultation

Consultation on this matter has included:

- Bright's Grove Library Committee;
- Gallery in the Grove representatives;
- County of Lambton Library representatives;
- City of Sarnia staff;
- Project consultants; and
- Community stakeholders and prospective donors.

### Financial Implications

The Bright's Grove Library Expansion project has approved funding of \$6,350,000, with current available funding of approximately \$6,013,487 after expenditures and committed purchase orders.

The approved project costs, including construction, project management, contingency, and non-rebateable HST, are projected at approximately \$5,863,515, leaving an estimated uncommitted balance of approximately \$149,972 within the approved project budget.

Council should note that approximately \$1 million of the approved project funding was sourced through the reallocation of funds previously reserved for

## Correspondence #12 - June 22, 2026

the future replacement of a fire engine. Any senior government funding secured for the project could provide Council with the opportunity to replenish all or a portion of those reserve funds.

Should Council approve the Committee's recommendation, up to \$50,000 of the remaining project funding be allocated toward fundraising and donor recognition activities, including promotional materials, donor wall installation, public engagement, and grand opening activities. Sample donor wall examples can be found in Appendix B.

Any donations or fundraising proceeds received may be applied toward approved project costs, project enhancements, restoration work, contingency requirements, or Council-authorized project overruns. Any surplus funds remaining following project completion would be reserved for future Bright's Grove Library improvements and capital needs as approved by council.

The recommendations contained in this report reflect the direction and requests of the Bright's Grove Library Committee. City staff have assisted in the preparation of this report and have provided operational, financial, and procurement advice regarding implementation.

Reviewed by:

David Stockdale  
General Manager of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

Attachments:

- Appendix A: Proposed naming opportunities/fundraising structure
- Appendix B: Donor wall examples

## Correspondence #12 - June 22, 2026

### APPENDIX A

Here is the proposed naming opportunities/fundraising structure:

<b>Naming Opportunity</b>	<b>Proposed Donation</b>
Community Meeting Room	\$300,000
Building Lobby	\$100,000
West Gallery	\$75,000
East Gallery	\$75,000
Children's Library Area	\$55,000
Welcome Desk/Information Hub	\$40,000
Fireside Seating Area	\$30,000
Makerspace Lab	\$25,000
Audio-Video Recording	\$25,000
Public Computers/Tech	\$25,000
Study Room #1	\$25,000
Study Room #2	\$25,000
Terrace	\$20,000
Reading Nook #1	\$15,000
Reading Nook #2	\$15,000
Collaborative Workspace #1	\$15,000
Collaborative Workspace #2	\$15,000
Outdoor Seating/Garden Features #1	\$15,000
Outdoor Seating/Garden Features #2	\$15,000
Outdoor Seating/Garden Features #3	\$15,000
Outdoor Seating/Garden Features #4	\$15,000
Indoor Feature Wall/Art Install. #1	\$15,000
Indoor Feature Wall/Art Install. #2	\$15,000
Indoor Feature Wall/Art Install. #3	\$15,000
Indoor Feature Wall/Art Install. #4	\$15,000
Donor Wall Recognition	\$2,500

# Correspondence #12 - June 22, 2026

## APPENDIX B

Here are some examples of donor walls that the committee will be considering:





**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Emma Nicholson, City Solicitor  
David Stockdale, General Manager of Corporate Services  
DATE: June 22, 2026  
SUBJECT: Territorial Acknowledgement

---

**Recommendation**

For Council's Consideration

**Background**

At the April 27, 2026 meeting of Council, the following motion was introduced and tabled pending receipt of a legal opinion requested by Council:

***That Sarnia City Council adopt the Traditional Territory Acknowledgement recommended by the UNDRIP Working Group; and***

***That City Communications Staff promote National Indigenous Peoples Day, Treaty Recognition Week, Red Dress Day, and Orange Shirt Day with support from members of the UNDRIP Working Group.***

At the same meeting, Council adopted the following resolution:

***That Sarnia City Council direct Staff to report back to Council at the next meeting to provide a legal opinion in relation to the Traditional Territory Acknowledgement recommended by the UNDRIP Working Group.***

Accordingly, Council may wish to revisit and consider the tabled motion at this time.

**Comments**

Staff deferred reporting back to Council until after the UNDRIP Committee meeting that followed the May 25, 2026 Council meeting in order to consider any input or recommendations arising from that discussion.

Canadian courts apply a strict evidentiary standard to establish Aboriginal land title, requiring that the following criteria are satisfied:

- (i) the land must have been occupied prior to sovereignty;

## Correspondence #13 - June 22, 2026

- (ii) if present occupation is relied on as proof of pre-sovereignty occupation, there must be continuity between present and pre-sovereignty occupation; and
- (iii) at sovereignty, that occupation must have been exclusive.

The three-part test was established in the 1997 Supreme Court of Canada case of *Delgamuukw v. British Columbia* and reaffirmed in the 2014 Supreme Court of Canada case of *Tsilhqot'in Nation v. British Columbia*.

There are no known cases in Canadian law that have relied upon a territorial land acknowledgment as evidence to support a claim for land.

In theory, a territorial acknowledgement referencing rights to land may be cited in litigation as contextual material; however, its evidentiary value would likely be limited. This would ultimately be determined by the court.

### **Consultation**

Not applicable.

### **Financial Implications**

There are no financial implications arising from this report.

Reviewed by:

David Stockdale  
General Manger of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

Attachments: April 27, 2026 Report



**CITY CLERK'S DEPARTMENT  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Amy Burkhart, City Clerk  
DATE: April 27, 2026  
SUBJECT: Recommendations from the UNDRIP Working Group

---

**Recommendation**

It is recommended:

1. That Sarnia City Council adopt the Traditional Territory Acknowledgement recommended by the UNDRIP Working Group; and
2. That City Communications Staff promote National Indigenous Peoples Day, Treaty Recognition Week, Red Dress Day, and Orange Shirt Day with support from members of the UNDRIP Working Group.

**Background and Comments**

At its meeting held on February 9, 2026, Sarnia City Council adopted the following resolution:

***That Sarnia City Council approve the UNDRIP Working Group's reviewed and amended recommendations sourced from the Cambium Indigenous Professional Services Inc. (CIPS) report and refer the recommendations back to the UNDRIP Working Group for an implementation strategy and presentation.***

The recommendations referred to the UNDRIP Working Group are identified in Attachment 1.

The recommendations have been incorporated into a workplan for the UNDRIP Working Group.

At its recent meetings, the UNDRIP Working Group has discussed the advancement of workplan items and has two recommendations for Council's consideration.

## Correspondence #13 - June 22, 2026

### TERRITORY ACKNOWLEDGEMENT STATEMENT

The UNDRIP Working Group recommends that Council update the Traditional Territory Acknowledgement Statement with the following:

***We acknowledge that the City of Sarnia is located on the traditional territories of the Anishinaabeg, who have longstanding relationships to the lands and waters of the St. Clair River since time immemorial. We also recognize the historic and continuing connections of Aamjiwnaang First Nation, Kettle & Stony Point First Nation, and Bkejwanong Walpole Island First Nation.***

***This area is subject to the 1827 Treaty of Amherstburg, the implementation and honouring of which remain matters of ongoing action for the Anishinaabe Nations and all concerned.***

***We recognize that First Nations rights and relationships to the St. Clair River and surrounding lands have never been extinguished, and that treaty obligations continue to carry meaning today. The City of Sarnia is committed to respectful relationships, meaningful engagement, reconciliation, and continued learning.***

The wording of the Traditional Territory Acknowledgement is reflected in the Procedure By-Law. If the proposed new Traditional Territory Acknowledgement is endorsed by Council, the Procedure By-Law would need to be amended accordingly. The by-law amendment would be brought to a future Council meeting for adoption.

The UNDRIP Working Group has shared materials on the Treaty of Amherstburg, as well as a Culture Card it previously developed to help inform and educate on the Traditional Territory Acknowledgement (attached).

### CELEBRATE KEY INDIGENOUS DATES

The workplan also includes the development of an implementation plan to support co-host events for National Indigenous Peoples Day, Treaty Recognition Week, National Day of Awareness for Missing and Murdered Indigenous Women, Girls, and Two-Spirit+ People (also known as Red Dress Day), and Orange Shirt Day in collaboration with local Indigenous communities.

The UNDRIP Working Group recommends the following as a first step in the implementation of the above noted recommendation:

***That City Communications Staff promote National Indigenous Peoples Day, Treaty Recognition Week, Red Dress Day, and Orange Shirt Day with support from members of the UNDRIP Working Group.***

## Correspondence #13 - June 22, 2026

The UNDRIP Working Group will continue to work through a recommended implementation strategy with respect to jointly hosted events.

### **Consultation**

The UNDRIP Working Group was consulted.

### **Financial Implications**

There are no financial implications resulting from the recommendations.

Prepared by:

Amy Burkhart  
City Clerk

Approved by:

Chris Carter  
Chief Administrative Officer

Attachments:

- Recommendations referred to the UNDRIP Working Group
- Information about the Treaty of Amherstburg
- Culture Card

## RECOMMENDATIONS FROM THE UNDRIP WORKING GROUP

For context, UNDRIP is all inclusive and comprehensive. It includes First Nation communities (Rights Holders) as well urban indigenous people which is most frequently used to describe people who reside in cities outside of their traditional territories (First Nations, Inuit, and Métis peoples from all across the continent who live in urban settings). Therefore, our relations with urban Indigenous community members must reflect our commitments to meaningful reconciliation in a way that is distinct from both our relations with the local First Nations as unique local Rights Holders as well as our relations with the many other diverse communities that make their homes in the Sarnia area.

Based on the feedback gathered throughout this project, CIPS has prepared a list of recommendations for consideration for inclusion in the City of Sarnia's UNDRIP Implementation Plan. These are grounded in the themes of truth-telling, relationship-building, capacity development, visibility, education, and accountability. This list is merely a starting place and identifies actions that take into account the limited resources currently available and the jurisdictional limitations of the municipality. There are many other great ideas brought forward throughout the engagement process, and we would recommend the City of Sarnia to continue to challenge itself to implement even more of these ideas and position itself as a leader in the field of municipal reconciliation and partnership with Indigenous peoples.

The UNDRIP Working Group recommends that Sarnia City Council approve the UNDRIP Working Group's reviewed and amended recommendations sourced from the Cambium Indigenous Professional Services Inc. (CIPS) report, which are set forth below, and refer the recommendations back to the UNDRIP Working Group for an implementation strategy and presentation.

### Truth-Telling

1. Support the Documentation of Local First Nations Histories

Collaborate with First Nations Knowledge Holders and historians to research and publish the true history of Sarnia, including treaties, land loss, environmental

impacts, water teachings, and the history of First Nations resistance and resilience.

2. Publish a City-Endorsed Statement of Acknowledged History

Co-develop with local First Nations partners a formal City statement acknowledging the truth of local First Nations histories—one that could be displayed in municipal buildings and used as a public educational tool.

## **Governance & Relationship-Building**

1. Establish a Mayor's Indigenous Advisory Council

Create a formal, ongoing advisory body composed of representatives from local First Nations, and Urban Indigenous organizations. The term Indigenous shall mean people who reside in Sania outside of their traditional territories (First Nations, Inuit, and Métis peoples from all across the continent who live in the Sarnia area).

2. Formalize Government-to-Government Protocol Agreements

Co-develop Memorandums of Understanding (MOUs) with local First Nations (e.g., Aamjiwnaang, Kettle & Stony Point, Walpole Island) to guide respectful consultation, shared decision-making, and communication protocols.

3. Host Annual Joint Meetings

Hold semi-annual meetings between City Council and First Nation leadership to review progress and strengthen relationships. These meetings are to be part of the annual City Council meetings schedule.

4. Promote City Boards and Committees to Local First Nations

Engage and promote city boards and committees to local First Nations communities to increase participation.

## Policy & Administrative Alignment

### 1. Adopt a Municipal Duty to Consult Policy

Create and enact a clear process to ensure Indigenous rights and interests are considered in planning, development, and decision-making processes. The Duty to Consult Policy will filter into other policies. Free, Prior and Informed Consent to be engrained in policy.

### 2. Review and Update Municipal Policies

Adopt a Council resolution or by-law that explicitly adopts UNDRIP in full, with legal or policy obligations. Conduct a review of City policies (e.g., land use, procurement, hiring) to ensure alignment with UNDRIP principles and Truth and Reconciliation Commission (TRC) Calls to Action.

### 3. Territory Acknowledgement Statement

Review and update the City's current Territory Acknowledgement Statement.

### 4. Appoint an Indigenous Relations Officer

Dedicate a staff position to coordinate Indigenous engagement, monitor implementation, and act as a liaison with Indigenous communities. Position to be filled by First Nations person. Position's title could be Anishinabek Relations Officer, or First Nations Relations Officer.

## Education & Capacity Building

### 1. Implement Ongoing Indigenous Awareness Training

Provide mandatory cultural competency and anti-racism training for Council, senior leadership, and staff—delivered by Indigenous facilitators. Co-create training modules sharing local Indigenous history and present day contexts with local Indigenous Communities.

2. Support Indigenous Youth Engagement & Mentorship

Create summer student placements and mentorship programs for First Nation and Indigenous youth within City departments.

3. Integrate Indigenous History into Civic Education

Partner with school boards and Indigenous educators to offer public sessions and educational materials about treaties, residential schools, and local Indigenous history.

4. Treaty Education

Share information about local treaties with City Council. Consideration to be given to an UNDRIP Committee Member joining the Huron Tract Treaty Tour, and partner with Lambton County, Cultural Services Division on this initiative.

## Visibility, Culture & Recognition

1. Install Treaty Recognition Signage & Artworks

Acknowledge treaty lands and Indigenous cultures through signage in public spaces, civic buildings, and parks, and commission public art by Indigenous artists.

2. Celebrate Key Indigenous Dates

Support and co-host events for National Indigenous Peoples Day, Treaty Recognition Week, National Day of Awareness for Missing and Murdered Indigenous Women, Girls, and Two-Spirit+ People (also known as Red Dress Day), and Orange Shirt Day in collaboration with local Indigenous communities.

## Program & Service Innovation

### 1. Pilot Culturally Safe Public Services

Support the County of Lambton in collaborating with Indigenous service providers to make City services (e.g., housing, health, recreation) more accessible and culturally appropriate, and invite County to participate in UNDRIP Working Group.

### 2. Explore Indigenous-Led Housing Partnerships

Engage Indigenous housing providers in addressing homelessness and affordable housing needs, especially for urban Indigenous residents.

## Monitoring & Accountability

### 1. Develop and publish a mandatory Annual UNDRIP Progress Report

Report on key actions, measurable outcomes, and next steps to City Council and the public each year.

### 2. Create an Implementation Timeline with Benchmarks

Map out short, medium, and long-term actions with responsible departments, estimated resources, and community partners.

## Treaty of Amherstburg

The Huron Tract Treaty was signed on April 26, 1825, and came before the Treaty of Amherstburg, which was signed later on July 10, 1827. The order of these treaties reflects their roles in colonial land policy in Upper Canada. The Huron Tract Treaty was the primary large-scale land cession, enabling the Canada Company to begin settlement and land sales. The Treaty of Amherstburg followed as the formal final agreement, helping to resolve overlaps, confirm remaining Indigenous interests, and ensure the Crown had clear title in surrounding or ambiguous areas.



**Pre-contact Anishinaabek Culture**

Pre-contact culture was heavily influenced by the natural terrain as the Anishnaabeg adapted their lifestyle to survive in a heavily forested land traversed by a network of lakes and rivers. They practised a seasonal round, moving a number of times each year in order to be close to food and trade resources. In the summer they would trade crops and make treaties with other nations.

Life was altered through contact with Europeans. Fur trading

resulted in the Anishnaabeg becoming reliant on traded goods. The establishment of reserves restricted their travel season, the formalized education system removed children from their families, and United States relocation policies dispersed Anishnaabeg people as far south as Oklahoma.

**Describing Local Indigenous People**

**Anishnaabe:** The Chippewa, Potawatomi, and Odawa call themselves Anishnaabe (plural: Anishnaabeg).

"The word Anishnaabe means 'lowered down.' Another version is Nishin or 'the good being.' Lowered means toes pointed down to earth, meaning we did not want to harm any living things, even small plants," explains Barry Milliken.

**Council of the Three Fires:** A historical confederacy of the Chippewa, Potawatomi, and Odawa nations; together known as the Anishnaabe; that pre-dates European settlement in North America.

**Chippewa ("Chip-uh-wah"):** Also known as "Ojibwa," the Chippewa populated most of the Upper Great Lakes region at the time of European settlement. The Huron Tract Treaty was made with the Chippewas of the Detroit region; however, nearby communities are also home to descendants of Odawa and Potawatomi people.

**Odawa ("Oh-dah-wah"):** The Odawa populated the central Great Lakes at the time of European settlement and were prolific merchants between the French Empire and other Indigenous nations.

**Potawatomi ("Pah-uh-wah-tuh-mee"):** The Potawatomi are considered the youngest of the Council of the Three Fires and the keepers of the fire. The Potawatomi primarily inhabited the Lake Michigan region at the time of European settlement.

**Indigenous Culture Today**

Anishinabek culture is currently experiencing a renaissance as natives and non-natives are studying Ojibwa botany, crafts, myths, and religion.

Gatherings often begin with a prayer and a ritual offering of tobacco as an expression of gratitude and respect to the Heavenly Spirit.

Powwows, the modern equivalent of multiband gatherings, are now elaborately staged competitions where costumed dancers perform to the accompaniment of vocalists who sing in Ojibwe while beating on bass drums.



A POWWOW

**Language**

Ojibwe is the language spoken by local indigenous people. Here are some common Ojibwe expressions:

- |               |                     |
|---------------|---------------------|
| Boozhoo       | Hello, greetings    |
| Miigwech      | Thank you           |
| Aanii-sh naa? | How are you?        |
| Nimino-ayaa   | I am fine           |
| Mino-ayaag!   | All of you be well! |

**Creation Story: Muskrat and Turtle Island**

In the Anishnaabe creation story, the world was inundated by a great flood. The spirit being Nanabozho sent many different animals to try to reach the land at the bottom, but none could make it all the way. Finally, the lowly muskrat floated to the top, having drowned from its journey, and Nanabozho found that the Muskrat was holding a ball of soil. Nanabozho revived the Muskrat to life and placed the soil on a turtle, which expanded to create the continents. This is why the Anishnaabe call North America "Turtle Island."

"In our creation story, humans were created last. The environment agrees to look after us. Everything is a gift," explains David Plain.



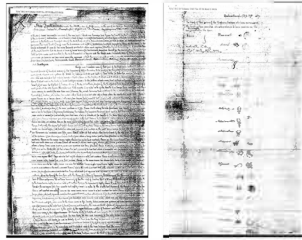
TURTLE ISLAND



**Local Indigenous Community**

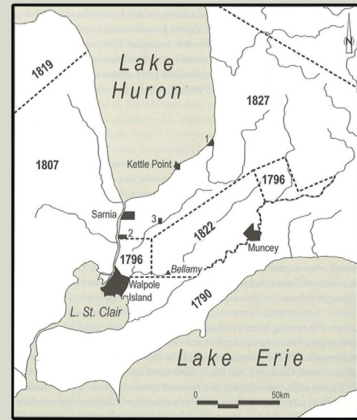
The signatories to the treaty where Sarnia is located are Walpole Island First Nation, Kettle and Stony Point First Nation, and Aamjiwnaang First Nation.

The locations of Kettle and Stony Point First Nation and Aamjiwnaang First Nation were formalized by the Huron Tract Treaty of 1827. The Anishnaabeg and the British Crown agreed to share the land by signing the Huron Tract Treaty.



PAGES FROM THE HURON TRACT TREATY

At the time of signing the Huron Tract Treaty, the Indigenous communities in our region were recognized as a single nation. The spirit and intent of the treaty is that the First Nations, municipalities, Ontario, and Canada all have obligations and a shared interest in the land.



TREATY MAP

This map shows the location of treaties signed by the Anishnaabeg in Southwestern Ontario, including the Huron Tract Treaty (1827). It also illustrates the historical reserves including Sarnia (Aamjiwnaang), Kettle Point and Walpole Island.

1. Stony Point - One of the reserves set aside by the Huron Tract Treaty. Residents of Stony Point were removed by the Department of National Defence in 1942 under the War Measures Act. Many were relocated to marshy land on Kettle Point. Some began to return in protest in 1995. Dudley George of Stony Point was killed by OPP officers, which triggered the formal Ipperwash Inquiry. The former Stony Point was transferred to Kettle and Stony Point First Nation in 2009.

2. Lower Indian Reserve - Located in present day Moore Township, this reserve was created by the Huron Tract Treaty. The Anishnaabeg found they could not use the land as a sugar bush and sold it to the Crown in 1843.

3. Enniskillen - A historical maple sugar camp and land held in trust by the Crown for the Anishnaabeg. 400 acres of land in Enniskillen were sold by Indian Affairs between 1866 and 1918 without a valid treaty.

**Aamjiwnaang**, formerly known as the Chippewas of Sarnia First Nation, the name Aamjiwnaang, means "at the spawning stream." Aamjiwnaang First Nation is located within Sarnia and has a total membership of 2,140.

**Walpole Island** is called Bkejwanong which means "where the waters divide." Chief Dan Miskokomon explains, "We call Walpole Island our 'territory' as opposed to our 'traditional territory.' That is because the Chenail Ecarte Treaty dealt with present-day Sombra Township. Walpole Island was never included in a treaty. As a result Walpole Island is pure aboriginal title. There is no boundary or perimeter." Walpole Island First Nation has a total membership of 4,948 people.

**Kettle Point:** "Kettle Point is known as 'Kikenong' or 'Wiikwedong.' Kikonong means 'where the round stones live,' Wiikwedong means 'bay,' Stony Point is known as Aazhoodena, which means 'part over there,'" explains Barry Milliken. Kettle and Stony Point First Nation has a total membership of 2,750 people.

**Indigenous Peoples**

"First Nation" is a term used to describe people with Indian status as well as Indian reserves as defined by the Indian Act. The term "Indian" is considered archaic. Section 35 of the Constitution Act, 1982 defines Aboriginal Peoples of Canada to include "the Indian, Inuit, and Métis."

"Indigenous" is now the preferred term in Canada rather than "Aboriginal," reflecting that "Indigenous" is more commonly used at the international level.

**Migration Story**

The Anishnaabeg once inhabited the Atlantic Coast at the mouth of the St. Lawrence River. The migration story passed down from many generations tells of a westward migration following a megis shell. The Anishnaabeg lit a fire at 7 stopping places, each time forgetting and then renewing their culture and spirituality. The migration story tells us the Anishnaabeg were already adapting to social and technological change before European contact.

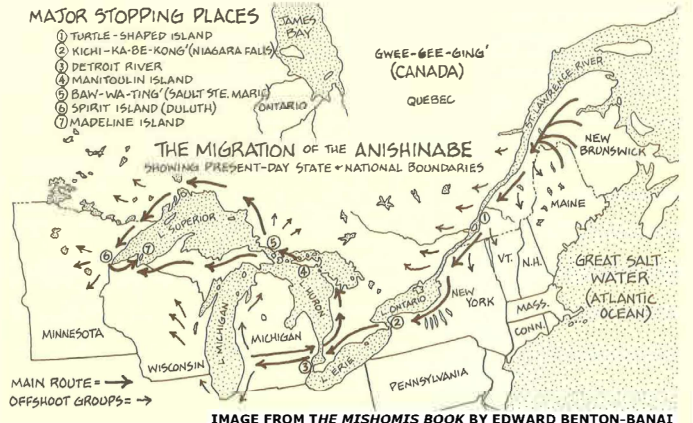


IMAGE FROM THE MISHOMIS BOOK BY EDWARD BENTON-BANAI

**City of Sarnia Culture Card**



[www.sarnia.ca](http://www.sarnia.ca)



# Minutes of May 11, 2026 - Special Meeting

1:00 P.M. - MONDAY, MAY 11, 2026  
COUNCIL CHAMBERS, CITY HALL, SARNIA

## MINUTES OF THE SPECIAL MEETING OF SARNIA CITY COUNCIL

A special meeting of Sarnia City Council was held.

Mayor Bradley took the Chair and the following Members of Council were present: Councillors D. Boushy, T. Burrell, B. Dennis (participated electronically), A.M. Gillis, C. McRoberts, G. Vandenberg, and B. White.

Absent: Councillor A. Kilner

### **PRESENTATION**

1. Eric Hyatt, Manager, Planning and Development Services, presented an overview of the proposed draft Comprehensive Zoning By-Law.

### **REGISTERED SPEAKERS**

1. Jordan Fohkens, planning consultant from B.M. Ross on behalf of Mary Yaki, requested that Council recognize the previous plan and approvals on this property.
2. Kevin Forbes presented concerns about the Natural Environment Zone and potential impacts on farming operations.
3. Lou Longo presented concerns about the Natural Environment Zone.
4. Mike Belan and Brian Eves, on behalf of the Lambton Federation of Agriculture, presented concerns about the Natural Environment Zone, and encouraged Council to consider how the proposed zoning changes will affect agriculture.
5. Dave Park presented concerns about the Natural Environment Zone and potential impacts on farming operations.
6. Alison Mahon recommended that the Zoning By-Law define supportive and additional needs housing. She also recommended coordination

## Minutes of May 11, 2026 - Special Meeting

between the City and County and long-term planning initiatives for housing of this nature.

7. John Richardson discussed the new zoning regulations and their effect on future affordable and supportive housing in the City.
8. Douglas Gray addressed R1 frontage and lot standards, additional residential unit implementation flexibility, and parking reform.
9. Chris Beausoleil spoke to the implementation of supportive housing in the Zoning By-Law and the need for clear definitions.
10. Mark Lumley presented concerns about the Natural Environment Zone.
11. Katelyn Crowley, Planner with Zelinka Priamo, Planning Consultant for Orange Rock Developments and UBE Developments Limited Partnership spoke to the effects of the Natural Environment Zone on future development of the site. She further indicated that an Environmental Impact Study has been completed.
12. Ken Maaten presented concerns about the Natural Environment Zone.
13. David French of Storey Samways Planning, representing a group of 14 landowners along Lakeshore Road, presented concerns about the Natural Environment Zone and requested that existing development rights be maintained.
14. Maurice (Moe) Carson expressed concerns about the definition of Supportive Housing.
15. Ivan Tavares presented concerns about the Natural Environment Zone and potential impacts on farming operations.

## Minutes of May 11, 2026 - Special Meeting

16. Douglas Beatty presented concerns about the Natural Environment Zone.

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Mike Bradley  
Mayor

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Amy Burkhart  
City Clerk



# Minutes of May 25, 2026 - Regular Meeting

1:00 pm - MONDAY, May 25, 2026  
COUNCIL CHAMBERS

Council met, in regular session for the transaction of general business.

Mayor Bradley took the Chair and the following Members of Council were present: Councillors D. Boushy, T. Burrell, B. Dennis (participated electronically), A.M. Gillis, A. Kilner, C. McRoberts, G. Vandenberg, and B. White.

## **CLOSED MEETING - 12:30PM**

Moved by Councillor McRoberts, seconded by Councillor White, and **carried:**

***That Sarnia City Council move into closed session pursuant to sections 239 (2) (b), (c), and (k) of the Municipal Act to consider the following matters:***

- ***Consideration will be given to an appeal pursuant to the Taxi By-Law.***
- ***To receive information regarding a land acquisition opportunity.***
- ***Consideration will be given to expressions of interest to acquire city owned land.***

## **TERRITORY ACKNOWLEDGEMENT**

In the spirit of peace and friendship, we honour the Anishinaabek of the Three Fires Confederacy on whose traditional territory we are gathered. The City of Sarnia has resolved to implement the United Nations Declaration on the Rights of Indigenous Peoples.

## **"O CANADA"**

In accordance with City Council Policy, the National Anthem was played.

## **MOMENT OF SILENT REFLECTION**

Council participated in a moment of silent reflection.

## **REPORT OF THE CLOSED MEETING**

Moved by Councillor Kilner, seconded by Councillor McRoberts, and **carried:**

***That Sarnia City Council rise and report.***

## Minutes of May 25, 2026 - Regular Meeting

Sarnia City Council met in Closed Session on May 25, 2026, and the following is being reported publicly:

- Council provided direction to staff regarding an appeal pursuant to the Taxi By-Law.
- Council provided direction to staff regarding a land acquisition opportunity.
- Council provided direction to staff regarding two separate expressions of interest to acquire city owned land.

Moved by Councillor Kilner, seconded by Councillor McRoberts, and **carried:**

***That Sarnia City Council adopt the report of the closed meeting.***

### **DISCLOSURES OF PECUNIARY INTEREST (DIRECT OR INDIRECT) AND THE GENERAL NATURE THEREOF**

Councillor Dennis declared a conflict of interest with respect to Presentation #1 and Correspondence #9 as his wife is President and CEO of Bluewater Power.

### **PUBLIC MEETINGS**

1. General Manager of Community Services, dated May 25, 2026, regarding 1411 Lecaron Avenue, Sarnia, Zoning By-Law Amendment Application (ZBA) No. 2-2026- 85 of 2002 (see By-Law #1)

Mayor Bradley opened the public meeting.

Kay Grant, Planner, presented the Planning Department report.

Jamie Robertson, Strik Baldinelli Moniz, Planner representing the Applicant, delivered a presentation, and advised that he supported staff's recommendation. Mr. Robertson responded to questions from Council.

Don Livingstone, resident of Lecaron Avenue, expressed concern about the scale of the project and privacy impacts, as well as drainage, water pressure, maintenance and parking issues.

Mr. Robertson responded to additional questions and comments.

## Minutes of May 25, 2026 - Regular Meeting

Mayor Bradley closed the public meeting.

Moved by Councillor Burrell, seconded by Councillor White, and **carried:**

***That Sarnia City Council approve Zoning By-Law Amendment Application (ZBA) No. 2-2026-85 of 2002 to rezone the subject lands from “Urban Residential 1 (UR1) Zone” to the “Urban Residential 4-29 (UR4-29) Site Specific Zone”; and,***

***That Sarnia City Council adopt the By-Law to implement ZBA No. 2-2026-85 of 2002 and authorize the Mayor and Clerk to sign the By-Law.***

2. General Manager of Community Services, dated May 25, 2026, regarding 485 Harbour Street, Sarnia, Official Plan Amendment Application (OPA) No. 13 & Zoning Amendment Application (ZBA) 02-2025-85 of 2002 (see By-Laws #2 and 3)

Mayor Bradley opened the public meeting.

Kay Grant, Planner, presented the Planning Department report.

Katelyn Crowley, Zelinka Priamo Ltd., Planner representing the Applicant, delivered a presentation, and advised that she supported staff's recommendation. Ms. Crowley responded to questions from Council.

Michele Stokley, former owner of 485 Harbour Road, Sarnia, and Scott Dargie, Owner of Paddy Flaherty's, spoke in support of the applications, advising that they have not experienced negative impacts from nearby industrial land uses.

Mayor Bradley closed the public meeting.

Moved by Councillor Burrell, seconded by Councillor Gillis, **That Sarnia City Council deny the Application, was lost when put to the vote.**

A recorded vote was requested as follows:

Yea

Councillor Burrell  
Councillor Gillis

Nay

Councillor Boushy  
Councillor Dennis

## Minutes of May 25, 2026 - Regular Meeting

Yea

Nay

Councillor Kilner  
Councillor McRoberts  
Councillor Vandenberg  
Councillor White  
Mayor Bradley

Moved by Councillor McRoberts, seconded by Councillor White, and **carried:**

***That Sarnia City Council designate the subject lands known municipally as 485 Harbour Road, Sarnia as a Class 4 Area pursuant to the Ontario Ministry of the Environment, Conservation and Parks (MECP) Noise Guideline (NPC-300) - Stationary and Transportation Sources – Approval and Planning; and***

***That Sarnia City Council direct the General Manager of Community Services to forward a copy of the City Council Decision to the Ministry of Environment Conservation and Parks (MECP); and***

***That Sarnia City Council approve Official Plan Amendment No. 13 to redesignate the subject lands from “Environmental Protection” to “Mixed-Use Corridor I” and “Environmental Protection” and Site and Area Specific Policy Area No. 25; and***

***That Sarnia City Council adopts the By-Law to implement Official Plan Amendment No. 13 and authorize the Mayor and Clerk to sign the said By-Law; and***

***That Sarnia City Council approve Zoning By-law Amendment Application No. 02-2025-85 of 2002 to rezone the lands “Waterfront 1-5(H) (W1-5(H)) Site Specific Zone”; and***

***That Sarnia City Council authorize the Mayor and Clerk to sign the implementing By-law.***

A recorded vote was requested as follows:

Yea

Councillor Boushy  
Councillor Dennis  
Councillor Kilner  
Councillor McRoberts  
Councillor Vandenberg

Nay

Councillor Burrell  
Councillor Gillis

# Minutes of May 25, 2026 - Regular Meeting

Yea  
Councillor White  
Mayor Bradley

Nay

## **PRESENTATION**

1. Janice McMichael-Dennis, Bluewater Power - Annual Shareholder Update

Janice McMichael-Dennis, President and CEO of Bluewater Power, presented the annual Shareholder update to Council and responded to questions from Council.

Moved by Councillor Vandenberg, seconded by Councillor Gillis, and **carried:**

***That the Mayor and Clerk be authorized to execute the attached Resolution of Shareholder letter.***

## **DELEGATION**

1. Kendel Ross, The Sarnia BACE, Sarnia BACE Group Agreement and Reallocation of Funds

Kendel Ross from The Sarnia BACE, requested the release of \$700,000 for pre-building permit works subject to MECP approval and a formal agreement with the City. She also requested the reallocation of \$3,000,000.00 that is no longer needed for the purchase of land to be redirected towards development and permitting fees.

Moved by Councillor McRoberts, seconded by Councillor Kilner, and **carried:**

***That Sarnia City Council approve the request from The BACE Group to immediately approve the release of \$700,000.00 followed by a commitment of \$2.4 million for development and permit fees, redirected from the \$3,000,000.00 that was previously committed to the purchase of land.***

A recorded vote was requested as follows:

Yea  
Councillor Dennis

Nay  
Councillor Boushy

# Minutes of May 25, 2026 - Regular Meeting

Councillor Gillis  
Councillor Kilner  
Councillor McRoberts  
Councillor Vandenberg  
Councillor White

Councillor Burrell  
Mayor Bradley

## **CORRESPONDENCE**

1. General Manager of Engineering and Operations, dated May 25, 2026, regarding 9-2026 – George Street Reconstruction – Contract Award (see By-Law #4)

Moved by Councillor Burrell, seconded by Councillor White, and **carried:**

***That Sarnia City Council accept the tender submitted by Schouten Excavating Inc. for Contract 9-2026 – George Street Reconstruction, in the amount of \$3,332,398.01 including the non-rebatable portion of HST; and***

***That Sarnia City Council authorize the Mayor and Clerk to sign the necessary agreements.***

2. General Manager of Engineering and Operations, dated May 25, 2026, regarding 26-01 Standby Generator Replacements at PS51 & PS35 – Contract Award (see By-Law #5)

Moved by Councillor Gillis, seconded by Councillor Burrell, and **carried:**

***That Sarnia City Council accept the tender submitted by Preferred Electric Ltd. for Contract 26-01 Standby Generator Replacements at PS51 & PS35, in the amount of \$795,940.26 including the non-rebatable portion of HST; and***

***That Sarnia City Council authorize the Mayor and Clerk to sign the necessary agreements.***

3. General Manager of Community Services, dated May 25, 2026, regarding Update on the Continued Strategy to Address the Changes of Bill 23, the More Homes Built Faster Act, 2022, on Sarnia Heritage Registry

Moved by Councillor Burrell, seconded by Councillor White, and **carried:**

## Minutes of May 25, 2026 - Regular Meeting

***That Sarnia City Council consider the Sarnia Heritage Committee's motion to contact Tier II properties to encourage them to consider designating their properties under Part IV of the Ontario Heritage Act.***

4. Fire Chief, dated May 25, 2026, regarding Emergency Management Bylaw Modernization (see By-Law #6)

Moved by Councillor Burrell, seconded by Councillor Gillis, and **carried:**

***That Council adopt the Emergency Management Program and Emergency Management Plan and to repeal By-law 150 of 2004, as amended.***

5. City Clerk, dated May 25, 2026, regarding Noise By-Law Exemption Request – County of Lambton – Resurfacing of County Road 29 (Indian Road) from Kathleen Avenue to Exmouth Road & County Road 16 (London Road) Superior Street to Montcalm Avenue (200 metres east and west of Indian Road)

Moved by Councillor Burrell, seconded by Councillor Gillis, and **carried:**

***That Sarnia City Council grant a Noise By-Law Exemption to the County of Lambton for overnight asphalt resurfacing work on County Road 29 (Indian Road) from Kathleen Avenue to Exmouth Road & County Road 16 (London Road) from Superior Street to Montcalm Avenue (200 metres east and west of Indian Road) as detailed in this report.***

6. General Manager of Community Services, dated May 25, 2026, regarding Bright's Grove Library – Contract Award (see By-Law #7)

Moved by Councillor White, seconded by Councillor Gillis, and **carried:**

***That Sarnia City Council accepts the tender submitted by K&L Construction Ltd. with construction contract value of \$5,452,449.17 including non-rebateable HST, for renovation and addition at the Bright's Grove Library; and***

***That Sarnia City Council approve additional funding of \$280,000.00 for an additional 5% contingency allowance; and***

***That Sarnia City Council accept the quote from Winmar, as the single source consultant, for project management services for the Bright's***

## **Minutes of May 25, 2026 - Regular Meeting**

***Grove Library project in the amount of \$131,066.00 including non-rebateable HST; and***

***That Sarnia City Council authorize the Mayor and Clerk to sign the necessary agreements.***

7. City Solicitor, General Manager of Corporate Services, dated May 25, 2026, regarding Airport Municipal Services Corporation – Next Steps

Moved by Councillor White, seconded by Councillor Gillis,

***That Sarnia City Council approve and adopt the Business Case, as drafted and posted for public consultation, as required under O. Reg 599/06 of the Municipal Act, to establish a Municipal Service Corporation (MSC); and***

***That Sarnia City Council endorse the establishment of a Board of Directors for the MSC, consisting of four to six voting public members, one voting representative from the City of Sarnia Economic Development Department, and one non-voting member reserved for a representative from Sarnia City Council, as recommended by the Part 2 Report by Explorer Solutions; and***

***That Sarnia City Council direct Staff to commence recruitment for positions on the Board of Directors for the MSC, based on the skillsets identified in this report; and***

***That Sarnia City Council direct Staff with respect to incorporation as a not-for profit entity under the Not-for-profit Corporations Act.***

An amendment was moved by Councillor Kilner, seconded by Councillor Gillis, and **carried**:

***That Sarnia City Council endorse the establishment of a Board of Directors for the MSC, consisting of four to six voting public members, one voting representative from the City of Sarnia Economic Development Department, and one voting member reserved for a representative from Sarnia City Council.***

**The main motion, as amended, carried.**

A recorded vote was requested as follows:

# Minutes of May 25, 2026 - Regular Meeting

## Yea

Councillor Boushy  
Councillor Gillis  
Councillor Kilner  
Councillor McRoberts  
Councillor Vandenberg  
Councillor White  
Mayor Bradley

## Nay

Councillor Burrell  
Councillor Dennis

8. General Manager of Community Services, dated May 25, 2026, regarding Zoning By-law Update

Moved by Councillor Burrell, seconded by Councillor Kilner, and **carried:**

***That Sarnia City Council receive and file the report.***

9. City Clerk, dated May 25, 2026, regarding Bluewater Power Shareholder Resolution

This item was dealt with following Presentation #1.

## **NOTICE OF MOTION**

1. Councillor White - Commitment to 24/7 Accessible On-Call Transportation Services and Staff Reporting on Implementation

Moved by Councillor White, seconded by Councillor Vandenberg, and **carried:**

***WHEREAS all residents of Sarnia, including those with disabilities, seniors, shift workers, and individuals without access to private vehicles, require reliable transportation options at all hours; and***

***WHEREAS current public transit and specialized transit services in Sarnia do not operate on a 24-hour basis, leaving gaps in coverage during overnight and early morning hours; and***

***WHEREAS the lack of 24-hour accessible on-call transportation creates barriers to employment, healthcare, emergency services, social participation, and overall quality of life; and***

***WHEREAS on-call transportation services that are fully accessible (including for mobility aids, service animals, and other accessibility***

## **Minutes of May 25, 2026 - Regular Meeting**

*needs) would promote equity, safety, and inclusion in accordance with the Accessibility for Ontarians with Disabilities Act (AODA) and the City's own diversity and inclusion commitments;*

**THEREFORE BE IT RESOLVED THAT Sarnia City Council explore or investigate establishing and providing 24-hour accessible on-call transportation services for residents;**

**AND BE IT FURTHER RESOLVED THAT the appropriate City administration staff and committees of council be directed to report back to Council within six months of the passage of this motion with:**

- 1. A detailed analysis of potential implementation models (e.g., hybrid taxi-voucher system, dedicated City-owned on-call vehicles, partnership with existing ride-hailing or non-profit services);**
- 2. Accessibility standards and operational requirements (e.g., wheelchair-accessible vehicles, driver training, booking system);**
- 3. Projected operating and capital costs, including potential funding sources (e.g., operating budget, reserves, grants);**
- 4. Identification of legal, insurance, and regulatory considerations;**
- 5. Proposed phased timelines for launch, including key milestones for procurement, pilot testing, and full 24/7 rollout; and**
- 6. Recommended performance metrics and reporting mechanisms to Council.**

**FURTHER THAT the report include community consultation with persons with disabilities, shift workers, health and social service agencies, and Indigenous communities in the Sarnia area.**

**FINALLY BE IT RESOLVED THAT the City Clerk circulate this motion to the County of Lambton Council, Bluewater Health, The Transit Advisory Committee, and relevant transit advocacy groups for information and potential partnership input.**

### **2. Councillor Burrell - Kenwick Park Revisions**

Moved by Councillor Burrell, seconded by Councillor Vandenberg, and **carried:**

**That the traditional users of Kenwick Park be accommodated in the current revisions/improvements that include the fenced in basketball court.**

## Minutes of May 25, 2026 - Regular Meeting

3. Mayor Bradley - Proposed Official Plan and Zoning By-Law Amendments

Moved by Councillor Kilner, seconded by Councillor Boushy, and **carried:**

***That staff be directed to review the proposed Official Plan and Zoning By-law amendments to ensure that existing development rights are maintained in the new documents and to include an overlay instead of the proposed Natural Environment Zone.***

4. Councillor Dennis - Regarding the New Zoning Bylaw

Withdrawn

5. Councillor Dennis - Regarding Zoning By-Law

A motion moved by Councillor Dennis, **that Council direct staff to immediately prepare the necessary amendments to the City's Zoning By-law to permanently remove Supportive Housing, and any substantially similar use, as a permitted use within two kilometres of any and all Residential and Commercial zones city-wide in order to protect established, new and future neighbourhoods, public safety, property values, business investment areas, and the integrity of the City's planning process, failed to receive a seconder.**

6. Councillor McRoberts - Request for Report on Proposed Residential Dwelling By-laws

Moved by Councillor McRoberts, seconded by Councillor Gillis, and **carried:**

***THAT Council direct staff to prepare and return by September, if possible, a report regarding the proposed residential dwelling by-laws related to permitting up to three dwelling units on residential properties; and***

***THAT the report includes an audit of a statistically meaningful and evenly distributed sample of residential properties throughout the community to determine the percentage of properties that would successfully permit up to three dwelling units under the currently proposed by-laws without requiring a minor variance application; and***

***THAT, for the purpose of this review, a "pass" be defined as a property being permitted to contain up to three dwelling units, including one primary dwelling and up to two accessory dwelling units, whether***

## **Minutes of May 25, 2026 - Regular Meeting**

*located within or external to the primary dwelling, without additional variance approvals; and*

*THAT the report identifies the specific reasons properties would fail to meet the proposed by-law requirements, including but not limited to lot setbacks, parking minimums, maximum gross floor area, lot coverage, building height, or other regulatory restrictions; and*

*THAT staff provide recommendations for meaningful amendments to the proposed by-laws that would achieve a minimum 80% compliance or “pass” rate across the sampled properties, with the objective of reducing unnecessary red tape and improving attainable housing opportunities; and*

*THAT Council receive the completed report in sufficient time to allow consideration and a final vote on the matter within the current term of Council.*

7. Councillor Gillis - Notice of Motion To Amend the Zoning By-Law, Supportive Housing Definition

Moved by Councillor Gillis, seconded by Councillor Kilner,

**Given that:**

**the number of applications for new supportive housing projects to be located throughout the City is expected to increase,**

**and given that**

**there are many types of Supportive Housing distinguished by the different supportive services offered,**

**and given that:**

**Supportive Housing provides supportive services only to residents who live within the dwelling,**

**and given that**

**it is the owner/operator of Supportive Housing that provides the supportive services,**

## **Minutes of May 25, 2026 - Regular Meeting**

**and given that:**

**in the latest draft of Sarnia's new Comprehensive Zoning By-law, the proposed definition of "Supportive Housing" does not adequately clarify any of the above,**

**and given that**

**in the latest draft of Sarnia's new Comprehensive Zoning By-law, Supportive Housing (of every type) is declared a "permitted use" as-of-right in every zone where residential use is allowed,**

**and given that:**

**as a consequence of all of the above, the latest draft of the new Comprehensive Zoning By-law not only fails to provide City Council with adequate information to assess future planning applications for Supportive Housing but moreover completely circumvents the authority of City Council to ever make such assessments,**

**Therefore be it resolved that:**

**City Planning Staff be directed to amend the proposed definition of Supportive Housing in the new comprehensive zoning by-law, and to amend all regulations related to that definition, so as to:**

- 1) adequately distinguish between the various types of supportive housing based on the different supportive services offered,**
- 2) clarify that when the owner/operator of a building (or an affiliate) is also the provider of supportive services to the residents, then that building is considered to be Supportive Housing**
- 3) clarify that the supportive services available in a Supportive Housing residence are to be provided only to those living in that building or complex, and**
- 4) uphold City Council's authority to approve the location for each proposed Supportive Housing project - based on a project's own unique merit - rather than automatically permitting every proposal for any type of Supportive Housing to be located anywhere in any residential zone.**

Moved by Councillor Gillis, seconded by Councillor Kilner, and **carried:**

## Minutes of May 25, 2026 - Regular Meeting

***That this item be tabled pending a report from staff at the next meeting.***

8. Councillor Gillis - Notice of Motion regarding the Creation of a Natural Environment Zone

Moved by Councillor Gillis, and **carried:**

***On April 24th, the Province of Ontario passed Bill 97 -" the Plan to Protect Ontario Act " Included within the legislation are continued changes to the Conservation Authorities Act that advance the consolidation of Ontario's 36 Authorities into nine regional bodies.***

***Whereas the Province of Ontario is amalgamating the SCRCA to become part of Western Lake Erie Regional Conservation Authority and the Consolidation will be guided by a transition Committee expected to be established in the coming months.***

***Be it resolved:***

***That the City of Sarnia Pause the creation of a "Natural Environment Zone". This allows for a clear direction of what the "Western Lake Erie Regional Conservation Authority", Roles and Responsibilities will be, and how these new responsibilities will impact Municipalities in this region that have both Urban and Large Rural Agricultural Lands within their Boundaries. It also avoids the perception that "Sarnia is trying to do a Massive Overreach by creating another layer of needless bureaucracy."***

9. Councillor Gillis - Motion Regarding Intensification As Outlined In The Proposed Zoning By-Laws

Moved by Councillor Gillis, seconded by Councillor McRoberts, and **carried:**

***That this item be referred to staff for a report, in conjunction with Notice of Motion #7, to be returned at the earliest possible time.***

### **MINUTES**

Moved by Councillor Kilner, seconded by Councillor McRoberts, and **carried:**

# Minutes of May 25, 2026 - Regular Meeting

*That the minutes of April 27, 2026 (Regular Meeting), and April 27, 2026 (Closed Meeting), as printed, be adopted.*

## INQUIRIES, INFORMATION AND URGENT MATTERS

There were none.

## CONSENT AGENDA

Moved by Councillor Kilner, seconded by Councillor McRoberts, and **carried:**

***That Items A to F listed in the Consent Agenda be introduced.***

- A. City Treasurer, General Manager of Corporate Services, dated May 25, 2026, regarding Statement of County Council Remuneration and Expenses - 2025

### ***For Council's Information***

- B. General Manager of Corporate Services, dated May 25, 2026, regarding 2025 Parkland Dedication Reserve Fund Statement

***That Sarnia City Council receive and file the Treasurer's Statement – Parkland Dedication Reserve Fund as of December 31, 2025.***

- C. City Treasurer, General Manager of Corporate Services, dated May 25, 2026, regarding Treasurer's Statement – Development Charges, 2025

***That Sarnia City Council receive and file the Treasurer's Statement – Development Charges Reserve Fund as of December 31, 2025.***

- D. City Treasurer, General Manager of Corporate Services, dated May 25, 2026, regarding Q1 - 2026 Budget Status Update

***That Sarnia City Council receives the Q1 Budget Status Report for the period ended March 31st, 2026.***

- E. City Clerk, dated May 25, 2026, regarding Joint Compliance Audit Committee (see By-Law #8)

## **Minutes of May 25, 2026 - Regular Meeting**

***That Sarnia City Council establish a Joint Compliance Audit Committee; and***

***That Sarnia City Council adopt the Terms of Reference for the Joint Compliance Audit Committee.***

- F. ADR Chambers, Integrity Commissioner Office for the City of Sarnia, City of Sarnia Semi-Annual Integrity Commissioner Report Operating Period October 1, 2025 to March 31, 2026

### ***For Council's Information***

Moved by Councillor Kilner, seconded by Councillor McRoberts, and **carried:**

***That Items A to F listed in the Consent Agenda, as recommended or approved by this Council, be adopted.***

### **BY-LAWS**

Moved by Councillor Kilner, seconded by Councillor McRoberts, and **carried:**

***That By-Laws 1-9, as printed, be introduced, and be taken as read for the first, second and third time and finally passed.***

1. For 1st, 2nd and 3rd Readings:

***A By-Law to Amend By-Law Number 85 of 2002 Re: 1411 Lecaron Ave (see Public Meeting #1)***

2. For 1st, 2nd and 3rd Readings:

***A By-Law to Amend the Official Plan Re: 485 Harbour Road, Sarnia (see Public Meeting #2)***

3. For 1st, 2nd and 3rd Readings:

***A By-Law to Amend By-Law 85 of 2002 Re: 485 Harbour Road, Sarnia (see Public Meeting #2)***

4. For 1st, 2nd and 3rd Readings:

## **Minutes of May 25, 2026 - Regular Meeting**

***A By-Law to Authorize an Agreement with Schouten Excavating Inc. Re: 9-2026 – George Street Reconstruction (see Correspondence #1)***

5. For 1st, 2nd and 3rd Readings:

***A By-Law to Authorize an Agreement with Preferred Electric Ltd. Re: 26-01 Standby Generator Replacements at PS51 & PS35 (see Correspondence #2)***

6. For 1st, 2nd and 3rd Readings:

***A By-Law to adopt an Emergency Management Program and Emergency Management Plan and to repeal By-Law 150 of 2004 and all amendments thereto Re: Emergency Management Program and Emergency Management By-Law (see Correspondence #4)***

7. For 1st, 2nd and 3rd Readings:

***A By-Law to Authorize an Agreement with K&L Construction Ltd. Re: 26-03 Bright's Grove Library (see Correspondence #6)***

8. For 1st, 2nd and 3rd Readings:

***A By-Law to Establish a Joint Compliance Audit Committee for the 2026 Municipal Election Re: Joint Compliance Audit Committee (see Agenda Item E)***

9. For 1st, 2nd and 3rd Readings:

***A By-Law to Confirm the Proceedings of Council at its meeting held on May 25, 2026***

### **ADJOURNMENT**

Moved by Councillor Kilner, seconded by Councillor McRoberts, and **carried:**

***That Sarnia City Council adjourn to its next regular meeting to be held on June 22, 2026.***

# Minutes of May 25, 2026 - Regular Meeting

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Mike Bradley  
Mayor

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Amy Burkhart  
City Clerk



**ENGINEERING AND OPERATIONS  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: David Jackson, General Manager of Engineering and Operations  
DATE: June 22, 2026  
SUBJECT: Goldie-Lewis Drain Authorizing By-Law

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**Recommendation**

It is recommended:

1. That Sarnia City Council adopt the Engineer's Report dated November 4, 2025, and gives 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Reading for the Goldie-Lewis Drain; and
2. That Sarnia City Council repeal By-Law 13 of 2026.

**Background**

On October 27, 2023, an onsite meeting was held. All landowners in the watershed were invited to attend. A request was made to replace an access culvert in a poor state of repair and incorporate a secondary access culvert. All other access culverts along the drain were inspected, and identified for replacement within the report, if applicable.

A meeting was held at Sarnia City Hall on August 7, 2025, to consider the Engineer's report. At that meeting, further concerns with the report were identified by some landowners. Following further investigation by the engineer, an additional meeting to consider the amended report was held on December 9, 2025.

On March 9, 2026, Council gave 1<sup>st</sup> and 2<sup>nd</sup> reading to the Goldie-Lewis Drain By-Law. The March 12, 2025, report was dated and attached to the by-law instead of the November 4, 2025, report. The appeal process through the Court of Revision was completed in relation to the correct (November 4, 2025) report.

Therefore, it is recommended that Council give 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> reading to the Goldie-Lewis Drain By-Law and repeal provisional By-Law 13 of 2026.

# Agenda Item A - June 22, 2026

## Comments

The 3<sup>rd</sup> reading to the Provisional By-Law is in accordance with the Drainage Act of Ontario. This can take place only after the public process has been followed and any appeals have been resolved. This authorizes the recommended work in the Drainage Report to be tendered and constructed as well as the costs to be levied out to the rate payers in accordance with the assessment schedule in the report.

## Consultation

The Court of Revision, staff and affected landowners were informed of each step under the Drainage Act. Each were invited to attend all drainage meetings to comment on the scope of the work, the projected costs of the proposed work, and deciding on the extent of the proposed project. The landowners were also notified of the Council meetings in which the drain was accepted and were given the right to speak against the drainage work at these meetings.

## Financial Implications

The financial impact for the City of Sarnia for this drainage project is estimated at \$26,854.00. The City, as the road authority, must contribute proportionally to drainage works from which it benefits. City costs for drainage work are paid for through the established drainage reserve account. Due to the nature and timing of drainage projects, costs for upcoming drainage works are planned and presented within the corresponding annual budget when the work advances. Current costs are estimates only based on the Engineer's Report and the City is responsible for their full proportional cost based on the project final value.

Reviewed by:

David Jackson  
General Manager of Engineering and  
Operations

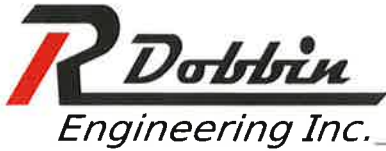
Approved by:

Chris Carter  
Chief Administrative Officer

This report was prepared by Samarthya Ghimire, Drainage Superintendent.

Attachments:      Engineer's Report

## Agenda Item A - June 22, 2026



4218 Oil Heritage Road  
Petrolia, Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233  
www.dobbineng.com

November 4, 2025

The Mayor and Council  
255 North Christina Street  
P. O. Box 3018  
Sarnia, Ontario  
N7T 7N2

Mayor and Council,

Re: Goldie Lewis Drain

In accordance with your instructions, we have undertaken an examination of the Goldie Lewis Drain with regards to the replacement of four access culverts, the repair of one access culvert and the future maintenance and repair of the remaining access culverts along the length of the drainage works.

### Authorization under the Drainage Act

This Engineer's Report has been prepared under section 78 of the Drainage Act.

Section 78 of the Drainage Act states that, where, for the better use, maintenance or repair of any drainage works constructed under a bylaw passed under this Act, or of lands or roads, it is considered expedient to change the course of the drainage works, or to make a new outlet for the whole or any part of the drainage works, or to construct a tile drain under the bed of the whole or any part of the drainage works as ancillary thereto, or to construct, reconstruct or extend embankments, walls, dykes, dams, reservoirs, bridges, pumping stations, or other protective works as ancillary to the drainage works, or to otherwise improve, extend to an outlet or alter the drainage works or to cover the whole or any part of it, or to consolidate two or more drainage works, the Council whose duty it is to maintain and repair the drainage works or any part thereof may, without a petition required under section 4 but on the report of an

## Agenda Item A - June 22, 2026

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Engineer appointed by it, undertake and complete the drainage works as set forth in such report.

A request was received by the City of Sarnia to replace an access culvert on the drainage works due to the deteriorating condition of the culvert and endwalls.

### Existing Drainage

The existing drainage works consists of a channel located on the south side of Michigan Line that outlets to the Pulse Creek on the east side of Brigden Road. It extends east to a point approx. 152 metres east of the centre of Lot 4, a distance of approx. 1,656 metres.

The drainage works provides outlet to the Goldie Lewis Drain Branch on the west side of the NE1/4 Lot 4.

Under an Engineer's Report dated May 19, 1975, the channel was deepened and improved and relocated south onto private lands. There were 8 access culverts installed under this Report with extensions.

Under an Engineer's Report dated May 16, 1986, the Goldie Lewis Drain Branch was improved with the construction of a covered drain to accommodate subsurface flow plus most of the surface flow. The existing channel was backfilled to form a swale to accommodate surplus flow with dyking on the west side through natural depressions. The drain extended south along the east side of the centreline of Lot 4 from the Goldie Lewis Drain to the north limit of the SE1/4 Lot 4.

Under an Engineer's Report dated September 5, 2003, improvements were made to the channel across the frontage of the NW1/4 Lot 6 including a new access culvert with a length of 42 metres and resloping of the south sideslope.

### Onsite Meeting

An onsite meeting was held on October 27, 2023. All landowners in the watershed were invited to attend. At this meeting, it was explained that a request had been made to replace an access culvert that was in

## Agenda Item A - June 22, 2026

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poor shape and to incorporate a secondary access (Culvert No. 3) that has been constructed. The Owner of Culvert No. 6 has requested that a longer culvert be installed. All other access culverts were to be examined and replaced as necessary.

### Discussion

Culvert no. 3 has been recently constructed at the cost of the Owner in 2022. This access culvert is designated as the second access to the property and is the responsibility of the Owner to maintain and repair.

All access culverts were inspected along the length of the drainage works and several were found to be in poor shape. A description on the culvert investigation is included in the Specification of Work.

The Report will specify that Culvert No. 6 be constructed with a 10 metre length. The Owner has requested a longer culvert. The cost of the extra length of culvert and granular bedding and backfill shall be assessed to the Owner.

I spoke to the Owner of 2465 Michigan Line and inspected the culvert. While I recommend its replacement, the Owner feels that it is sufficient for his needs in the short term. Therefore, specifications for its replacement in the future are included.

I met with the Owner of 2547 Michigan Line and inspected the culvert. He agrees that the culvert should be replaced.

### Recommendations

It is therefore recommended that the following work be carried out:

1. Culvert No. 4 shall be replaced in the NWpt.W1/2 Lot 5, Concession 8.
2. Culvert No.5 shall be replaced in the Npt.W1/2 Lot 5, Concession 8.
3. Culvert No.6 shall be replaced in the Npt.W1/2 Lot 5, Concession 8.

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4. Culvert No. 7 shall be replaced in the E1/2 Lot 6, Concession 8. The culvert shall be lengthened at the request of the Owner.
5. The west end of Culvert No. 8 shall be repaired.
6. Future specifications for the future replacement or maintenance and repair for all other access culverts located along the length of the drainage works shall be provided.
7. The Schedule of Maintenance for the open channel shall be updated.

### Design

The farm culverts shall be sized to accommodate a 1 in 2-year storm. All culverts have been designed in accordance with engineering principles and standards.

### Estimate of Cost

It is recommended that the work be carried out in accordance with the accompanying Specification of Work and the Profile, which form part of this Report. There has been prepared an Estimate of Cost in the amount of \$120,259.00 including engineering of the report, attending the Meeting to Consider the Report, and attending the Court of Revision. An estimate for tendering, contract administration and inspection has been provided as part of the estimate. Appearances before appeal bodies have not been included in the cost estimate.

A plan has been prepared showing the location of the work and the approximate drainage area. A profile is included showing the depths and grades of the proposed work.

### Assessment

As per section 21 of the Drainage Act, the Engineer in his report shall assess for benefit and outlet for each parcel of land and road liable for assessment.

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Lands, roads, buildings, utilities, or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance, or repair of a drainage works may be assessed for benefit. (Section 22)

Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse may be assessed for outlet. The assessment for outlet shall be based on the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments. (Section 23)

The Engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works. (Section 24)

A Schedule of Assessment for the lands and roads affected by the work and therefore liable for the cost thereof will be prepared as per the Drainage Act. Also, assessments may be made against any public utility or road authority, as per Section 26 of the Drainage Act, for any increased cost for the removal or relocation of any of its facilities and plant that may be necessitated by the construction or maintenance of the drainage works. Items to be assessed under Section 26, as specified, shall be tendered separately with the actual cost plus a portion of the engineering (25% of the construction cost).

The estimated cost of the drainage works has been assessed in the following manner:

1. Culverts No. 4, 5, 6 and 7 have been assessed with approximately 50% of the cost applied as a benefit assessment to the owner of the property, 17% assessed as benefit to the road authority, and the remainder of the cost has been assessed as outlet assessment to upstream lands and roads based on equivalent hectares.
2. The repair to the east end of Culvert No. 9 has been assessed with approximately 50% of the cost applied as a benefit assessment to the owner of the property, 17% assessed as benefit to the road

## Agenda Item A - June 22, 2026

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authority, and the remainder of the cost has been assessed as outlet assessment to upstream lands and roads based on equivalent hectares.

3. The cost of restoration of the culverts with pavement are assessed to the benefitting properties as a special benefit assessment. The amounts shown for the special benefit assessments includes a factor for engineering and contract administration. This special benefit is not eligible for agricultural grant. The amount shall be prorated as part of the construction costs.
4. A portion of the cost of engineering and preparation of the Report have been assessed as benefit assessment to those access culverts designated to be replaced in the future.

Any Owner who requests a longer access culvert shall be assessed the extra cost of the culvert and granular bedding and backfill.

### Allowances

Under section 29 of the Drainage Act, the Engineer in his report shall estimate and allow in money to the Owner of any land that it is necessary to use for the construction or improvement of a drainage works or for the disposal of material removed from a drainage works. This shall be considered an allowance for right of way.

Under section 30 of the Drainage Act, the Engineer shall determine the amount to be paid to persons entitled thereto to damage, if any, to ornamental trees, fences, land, and crops occasioned by the disposal of material removed from a drainage works. This shall be considered an allowance for damages.

Allowances have been made, where appropriate, as per section 30 of the Drainage Act for damages to lands and crops. Allowances for crop loss are based on \$2,000.00 per hectare for the first year and \$1,000.00 for the second year (\$3,000.00 per hectare total).

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### Access and Working Area

Access for replacement of the access culverts shall be from Michigan Line.

The working area at each culvert shall extend 10 metres south from the top of the south bank and for 10 metres east and west along the south side of the channel measured from the centreline of the culvert.

Access for the repair and maintenance of the channel shall be from Michigan Line using existing lanes and along the length of the drainage works.

The working area for the channel maintenance and repair shall be from the south side of the drain except along finished lawns, where channel improvement shall be carried out from the road side. The working area shall extend 15 metres from the top of bank that the equipment is working from.

### Drain Classification and Authorizations

The Goldie Lewis Drain is classified as a class "E" drain for the entire length according to the Ontario Ministry of Agriculture, Food and Rural Affairs Mapping. The channel outlets to the Pulse Creek drain which is also classified as a class "E" drain.

Type "E" drains have permanent flow, have sensitive fish species present and have a restricted activity timing window. A class authorization is required from Fisheries and Oceans Canada and a permit is required from St. Clair Conservation Authority.

The proposed work shall be carried out during low flows in the channel. The work area is to be maintained in a dry condition during construction by the Contractor.

### Restrictions

No trees and shrubs shall be planted nor shall permanent structures be erected within 10 metres of either side of the proposed drain without

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prior written permission of Council. If trees are planted that interfere with access for future maintenance of the drainage works, they shall be removed at the expense of the landowner.

Attention is also drawn to sections 80 and 82 of the Drainage Act that refer to the obstruction of a drainage works.

### Agricultural Grant

It is recommended that application for subsidy be made for eligible agricultural properties. Any assessments against non agricultural properties are shown separately in the Schedule of Assessment.

### Existing Private Drainage

Landowners shall be responsible to mark all subsurface drains from his property in the vicinity of each access culvert. The Contractor shall be responsible for damage to subsurface drains marked by the landowners.

### Maintenance

The channel shall be maintained to the Specifications contained in the Engineers Report dated May 19, 1975 and the Specifications contained in this Report. The cost of maintenance and repair shall be assessed out using the total of the benefit and outlet assessments contained in the Schedule of Maintenance.

The cost of trucking less the cost of levelling the excavated material is not currently eligible for agricultural grant. Any Landowner who requests the trucking of excavated material shall be invoiced 100% of the extra cost less the cost of levelling. Any trucking required across finished lawns shall be assessed as above.

The costs of maintenance and repair and future replacement of the access culverts along the length of the drainage works shall be assessed as follows:

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1. Culvert No. 1 consists of 42 metres of 1400 mm dia. corrugated steel pipe with concrete bag endwalls. It was constructed in 2003. The cost of 10 metres of culvert centred on the existing lane plus the two endwalls and including granular backfill over the 10 metre length shall be part of the drainage works and be assessed as per the chart below. The cost of the remainder of culvert shall be assessed to the landowner.
  
2. Culvert No. 3 was constructed in 2022 and is considered the second access to this property. It shall be maintained and repaired at the expense of the Owner.
  
3. Culvert No. 9 consists of 60 metres of 1000 mm dia. corrugated steel pipe with a poured concrete endwall on the east end and no endwall on the west end. The cost of 10 metres of culvert centred on the existing lane plus the two endwalls and including granular backfill over the 10 metre length shall be part of the drainage works and be assessed as per the chart below. The cost of the remainder of culvert shall be assessed to the landowner. If the landowner no longer requires the lawn culvert portion, it shall be deleted as part of the drainage works.

The table below summarizes the split in cost assessment for each access culvert (see above).

Culvert Number	Road Authority	Benefiting Lands	Upstream Properties Based on Equivalent Hectares
1	17%	50%	33%
2	17%	50%	33%
3		100%	
4	17%	50%	33%
5	17%	50%	33%
6	19%	55%	26%
7	20%	60%	20%
8	22%	65%	13%
9	24%	70%	6%
10	25%	75%	

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If an owner requests an additional length of culvert beyond that specified in this report, the extra cost shall be borne by the owner making the request including the future maintenance and repair. Each property is allowed one access culvert for each municipal drain with any second culvert on the property maintained and repaired 100% by the owner.

Any increase in cost as a result of the presence of any Public Utility or Road Authority shall be assessed as a special benefit assessment to that Public Utility or Road Authority.

These above conditions will apply unless otherwise altered under the provisions of the Drainage Act.

All of the above is submitted for your consideration.

Yours truly,



Ray Dobbin, P. Eng.



Goldie Lewis Drain  
 City of Sarnia  
 November 4, 2025

**ALLOWANCES**

Allowances have been made as per Section 30 of the Drainage Act.

Conc.	Lot or part	Roll No.	Owner	Section 30 Damages	Total
8	NWpt.W1/2 L5	382910000225200	M. Sanchioni	90.00	90.00
	pt.Npt.W1/2 L5	382910000225300	M. Kooy	90.00	90.00
	pt.Npt.W1/2 L5	382910000225400	P. Kalar	90.00	90.00
	E1/2 L5	382910000225500	A. Noorloos Ltd.	90.00	90.00
TOTAL ALLOWANCES				\$360.00	\$360.00

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Goldie Lewis Drain  
 City of Sarnia  
 November 4, 2025

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## Estimate of Cost

To replace four access culverts and repair the west end of one access culvert on the Goldie Lewis Drain.

Allowances 360.00

	Quantity	Unit	Material	Labour	Total
Pre Construction Meeting	1	LS		400.00	400.00
Culvert No. 4					
Culvert Removal	1	LS		1,360.00	
S. & I. 1200 mm dia. SaniTite HP Pipe	10	m	7,250.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			13,380.00	6,640.00	20,020.00
Culvert No. 5					
Culvert Removal	1	LS		1,360.00	
S. & I. 1200 mm dia. SaniTite HP Pipe	10	m	7,250.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			13,380.00	6,640.00	20,020.00

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Estimate of Cost (cont'd)

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	Quantity	Unit	Material	Labour	Total
<b>Culvert No. 6</b>					
Culvert Removal	1	LS		1,360.00	
S. & I. 1200 mm dia. SaniTite HP Pipe	10	m	7,250.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			13,380.00	6,640.00	20,020.00
<b>Culvert No. 7</b>					
Culvert Removal	1	LS		1,360.00	
S. & I. 900 mm dia. SaniTite HP Pipe	10	m	5,550.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			11,680.00	6,640.00	18,320.00
<b>Culvert No. 9</b>					
Repair Culvert End			710.00	880.00	1,590.00
<b>Restore Asphalt Driveways</b>					
Culvert No. 6		LS		1,500.00	1,500.00
Culvert No. 7		LS		3,000.00	3,000.00
S. & I. Silt Fence	1	ea	360.00		360.00
Construct Sediment Traps/Refuge Pool	1	ea		760.00	760.00
Contingency					3,998.00
Sub Total					90,348.00
Engineering					21,092.00
Contract Administration					7,040.00
SCRCA Fee					400.00
Total Estimate					118,880.00
Non-Recoverable HST (1.76%)					1,379.00
<b>Total Estimate</b>					<b>\$120,259.00</b>

**SCHEDULE OF ASSESSMENT**

To replace five access culverts and repair the west end of one access culvert on the Goldie Lewis Drain.

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Special Benefit	Benefit	Outlet	Total
<b>Agricultural Lands</b>								
8	NW1/4 L6	7.73	382910000224900	K. Fuller				0.00
	E1/2 L6 & Spt.W1/2 L5	21.77	225000	R. Fecht		1,251.00		1,251.00
	pt.W1/2 L5	4.04	225200	M. Sanchioni		13,204.00		13,204.00
	E1/2 L5	18.22	225500	A. Noorloos Ltd.	3,440.00	13,204.00	7,821.00	24,465.00
	W1/2 L4	18.22	225600	I. Tavares			9,114.00	9,114.00
	NE1/4 L4	18.68(1.48)	225800	B. Prins			9,307.00	9,307.00
	SE1/4 L4	20.24	225900	D. Ellis			10,501.00	10,501.00
Gore	L6	cutoff	223700	S. Ferguson				0.00
	L4 & L5	cutoff	223300	736105 Ontario Ltd.				0.00
Total Special Benefit					3,440.00	27,659.00	36,743.00	67,842.00
Total Benefit					27,659.00			
Total Outlet					36,743.00			
Total Agricultural Lands					67,842.00			

Schedule of Assessment (cont'd)

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total
<b>Non Agricultural Lands</b>							
8	pt.W1/2 L5	1.80	225300	M. Kooy	13,204.00	269.00	13,473.00
	pt.W1/2 L5	1.72	225400	P. Kalar	1,720.00	527.00	15,451.00
Gore	pt.NE1/4 L4	1.33	225700	R. McGill	1,144.00	898.00	2,042.00
	pt. L5	cutoff	223600	C. Cammidge			0.00
Total Special Benefit					1,720.00	1,694.00	30,966.00
Total Benefit					27,552.00		
Total Outlet					1,694.00		
Total Non Agricultural Lands					30,966.00		
<b>Public Lands: Roads</b>							
Michigan Line		3.64		City of Sarnia	18,345.00	3,106.00	21,451.00
Total Municipal Lands					18,345.00	3,106.00	21,451.00
					3,106.00		
Total Public Lands: Roads					21,451.00		
Non Agricultural Lands					30,966.00		
Total Agricultural Lands					67,842.00		
<b>Total Assessment</b>					<b>\$120,259.00</b>		

**SCHEDULE OF MAINTENANCE**

To maintain and repair the open channel.

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total	eq. ha.
<b>Agricultural Lands</b>								
8	NW1/4 L6	7.73	382910000224900	K. Fuller	320.00		320.00	7.73
	E1/2 L6 & Spt.W1/2 L5	21.77	225000	R. Fecht	320.00	52.00	372.00	21.77
	pt.W1/2 L5	4.04	225200	M. Sanchioni	160.00	10.00	170.00	4.04
	E1/2 L5	18.22	225500	A. Noorloos Ltd.	320.00	259.00	579.00	18.22
	W1/2 L4	18.22	225600	I. Tavares	320.00	294.00	614.00	18.22
	NE1/4 L4	18.68(1.48)	225800	B. Prins	74.00	352.00	426.00	17.94
	SE1/4 L4	20.24	225900	D. Ellis		397.00	397.00	20.24
Gore	L6	cutoff	223700	S. Ferguson	200.00		200.00	
	L4 & L5	cutoff	223300	736105 Ontario Ltd.	301.00		301.00	
				<b>Total Benefit</b>	<b>2,015.00</b>	<b>1,364.00</b>	<b>3,379.00</b>	
				<b>Total Outlet</b>	<b>1,364.00</b>			
				<b>Total Agricultural Lands</b>	<b>3,379.00</b>			
<b>Non Agricultural Lands</b>								
8	pt.W1/2 L5	1.80	225300	M. Kooy	81.00	12.00	93.00	2.20
	pt.W1/2 L5	1.72	225400	P. Kalar	79.00	19.00	98.00	2.12
	pt.NE1/4 L4	1.33	225700	R. McGill	86.00	34.00	120.00	1.73

Schedule of Maintenance (cont'd)

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total	eq. ha.
Non Agricultural Lands (cont'd)								
Gore	pt. L5	cutoff	223600	C. Cammidge	49.00		49.00	
				Total Benefit	295.00	65.00	360.00	
				Total Outlet	65.00			
				Total Non Agricultural Lands	360.00			
Public Lands: Roads								
Michigan Line		3.64		City of Sarnia	1,650.00	111.00	1,761.00	14.56
				Total Benefit	1,650.00	111.00	1,761.00	128.77
				Total Outlet	111.00			
				Total Public Lands: Roads	1,761.00			
				Total Non Agricultural Lands	360.00			
				Total Agricultural Lands	3,379.00			
				<b>Total Assessment</b>	<b>\$5,500.00</b>			

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Goldie Lewis Drain  
City of Sarnia  
November 4, 2025

## **SPECIFICATION OF WORK**

### **1. Scope of Work**

The work to be included in this specification includes the replacement of Culverts No. 4, 5, 6 and 7 and the repair of Culvert No. 9 on the Goldie Lewis Drain along Michigan Line between Brigden Road and Waterworks Road in the City of Sarnia. Specifications have been provided for future replacement of access culverts not replaced under this Report.

### **2. General**

Each tenderer must inspect the site prior to submitting their tender and satisfy themselves by personal examination as to the local conditions that may be encountered during this project. The Contractor shall make allowance in the tender for any difficulties which they may encounter. Quantities or any information supplied by the Engineer is not guaranteed and is for reference only.

All work and materials shall be to the satisfaction of the Drainage Superintendent who may vary these specifications as to minor details but in no way decrease the proposed capacity of the drain.

The Contractor shall be responsible for the notification of all utilities prior to the start of construction.

### **3. Plans and Specifications**

This specification of work shall take precedence over all plans and general conditions pertaining to the contract. The Contractor shall provide all labour, equipment, and supervision necessary to complete the work as shown in the plans and described in these specifications. Any work not described in these specifications shall be completed

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according to the Ontario Provincial Standard Specifications and Standard Drawings.

Any reference to the owner contained in these contract documents shall refer to the City of Sarnia or the Engineer authorized by the City to act on its behalf.

### **4. Health and Safety**

The Contractor at all times shall be responsible for health and safety on the worksite including ensuring that all employees wear suitable personal protective equipment including safety boots and hard hats.

The Contractor shall be responsible for traffic control as per the Ontario Traffic Manual Book 7 – Temporary Conditions (latest revision) when working on public road allowances. A copy of a traffic control plan shall be kept on site at all times. The Contractor shall maintain suitable barricades, warning lights, and temporary traffic notices, at his expense, in their proper position to protect the public both day and night. Flagmen are the responsibility of the Contractor when working on the road allowance and when entering or exiting a worksite onto a roadway.

The Contractor shall be responsible to ensure that all procedures are followed under the Occupational Health and Safety Act to ensure that work sites are safe and that accidents are prevented. In the event of a serious or recurring problem, a notice of noncompliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risk. Continuous disregard for any requirement of the Occupational Health and Safety Act could be cause for the issuance of a stop work order or even termination of the contract.

The contractor shall also ensure that only competent workmen are employed onsite and that appropriate training and certification is supplied to all employees.

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## **5. Workplace Safety and Insurance Board**

The Contractor hereby certifies that all employees and officers working on the project are covered by benefits provided by the Contractor. The WSIB clearance certificate must be furnished prior to the execution of the Contract and updated every 60 days.

## **6. Utilities**

The Contractor is responsible for organizing locates and exposing all the utilities along the length of the drainage works. If any utilities interfere with the proposed drainage works in a manner not shown on the accompanying Estimate of Cost or profile the Contractor shall notify the Drainage Superintendent and Engineer.

R. Dobbin Engineering will co-ordinate the relocation of the utilities with the utility company. The engineering co-ordination cost will be assessed to the utility company. All costs for the utility to replace their services will be outside of this report and shall be borne by the utility as per Section 26 of the Drainage Act.

All additional costs to work around the utilities not included in the estimate shall be tracked separately and the cost plus a portion of the engineering (25% of the cost) shall be borne by that utility.

## **7. Pre-Construction Meeting**

There is a requirement for a pre-construction meeting to be held prior to any construction taking place. The meeting shall be scheduled by the Contractor. The Landowners, Engineer, and the City of Sarnia shall be notified of the pre-construction meeting at least one week prior.

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## 8. Traffic Control

Access and driveways to private properties shall not be obstructed longer than the minimum time necessary for the work and shall be reinstated as soon as possible all to the satisfaction of the Engineer. The Contractor shall schedule any obstruction of existing driveways and accesses with the owners at least two full working days in advance. The Traffic Plan must be approved by the Municipality prior to the commencement of any road closures.

- a) The Contractor shall supply, erect and maintain all detour signs and special signs necessary for detours to divert traffic from the area under construction as directed by the Drainage Superintendent or Engineer. All this work shall be at the Contractor's expense.
- b) The Contractor shall be responsible for supplying, erecting and maintaining all signs, supports, barricades, flashers, cones, etc. in the construction area and at the boundaries of the work as part of the above detours, all to the satisfaction of the Engineer or Drainage Superintendent. All this work shall be done by the Contractor at their own expense.
- c) The Contractor shall not be allowed to proceed with construction activities unless proper signage and flagmen are present. Flagging procedures, signage and detours shall conform to the recommendations of Book 7, Temporary Conditions, Ontario Traffic Manual, issued by the Ministry of Transportation. Conformance shall be enforced by the Ministry of Labour Inspector.

## 9. Access and Working Area

Access for replacement of the access culverts shall be from Michigan Line.

The working area at each culvert shall extend 10 metres south from the top of the south bank and for 10 metres east and west along the south side of the channel measured from the centreline of the culvert.

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Access for the repair and maintenance of the channel shall be from Michigan Line using existing lanes and along the length of the drainage works.

The working area for the channel maintenance and repair shall be from the south side of the drain except along finished lawns, where channel improvement shall be carried out from the road side. The working area shall extend 15 metres from the top of bank that the equipment is working from.

### **10. Benchmarks**

The benchmarks are based on geodetic elevations. Elevations are shown on profile drawing. Where these elevations are on existing structures to be replaced, they shall be moved prior to the removal of the culverts.

A level loop must be performed by the Contractor to verify the benchmarks before any construction takes place. Any discrepancies shall be brought to the attention of the Drainage Superintendent and Engineer before construction begins.

### **11. Brushing (Future Maintenance)**

All vegetation, brush, cattails, woody vegetation, and trees shall be mulched using an excavator with mounted grinder. All brush and trees in the sideslopes and bottom of the channel shall be removed in their entirety, piled and burned onsite. Trees too large for grinding shall be cut, piled, and burned on site. Trees shall be cut off at ground level. All mulch should be removed from the channel and added to the burn piles. Any branches laying on the drain banks, top of bank or within the channel shall also be burned. Burning on site shall be subject to guidelines of the MECP. Any permits must be obtained prior to burning through the Municipal Fire Department.

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Certain trees may be left in place at the direction of the Drainage Superintendent or Engineer. Any trees to be salvaged by the Owner shall be removed prior to construction.

For future maintenance, it is recommended that appropriate herbicide application be applied to the stumps, brush, and aftergrowth in late spring/early summer for two years following to maintain control by a properly licensed operator.

### **12. Open Channel Excavation (Future Maintenance)**

The open channel shall be excavated to the depths and grades as shown on the profile contained in the Engineer's Report dated May 19, 1975. The bottom shall be maintained with a rounded bottom with side slopes to be left as undisturbed as possible. A laser level shall be used to guarantee an even grade.

The excavated material shall be placed on private lands south of the channel a minimum of 1.5 metres clear of the top of the bank except where there is a finished lawn. Excavation across finished lawns shall be carried out from the road side and trucked and disposed offsite or elsewhere on each individual property.

The cost of trucking less the cost of levelling the excavated material is not currently eligible for agricultural grant. Any Landowner who requests the trucking of excavated material shall be invoiced 100% of the extra cost of trucking less the cost of levelling. Any trucking required across finished lawns shall be assessed as above.

All surface runs entering the open channel shall be left clear. The excavated material shall be levelled to a maximum depth of 150mm and left in a condition suitable for cultivation. All high spots above grade shall be removed. The sediment shall be removed leaving a rounded bottom. The drain banks shall be excavated to remove vegetation and ensure that a minimum of a 1.5:1 side slope is achieved.

All tiles are to be marked by the landowner. A labourer shall also check for any existing tile drains entering the drain and make every possible effort to not damage them. If a tile is found to be in poor

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condition or damaged it shall be reported to the Drainage Superintendent or Engineer Designate.

If an owner wishes to truck the excavated material offsite or elsewhere on his property, they may do so under this report with the cost of trucking less the cost of levelling being assessed to that property.

### **13. Installation of Access Culverts**

The Contractor is required to notify the Landowner twenty four (24) hours prior to the removal of a culvert.

This item shall apply to the proposed access culvert replacements along the length of the drainage works:

#### CULVERTS TO BE REPLACED UNDER THIS REPORT:

Culvert No. 4 (2519 Michigan Line) – The existing access culvert consists of 9 metres of 1219 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. The access culvert shall be replaced under this Report with 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

Culvert No. 5 (2537 Michigan Line) – The existing access culvert consists of 9 metres of 1219 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. It shall be replaced under this Report with 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

Culvert No. 6 (2547 Michigan Line) – The existing access culvert consists of 9 metres of 1219 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. It shall be replaced under this Report with 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

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Culvert No. 7 (2577 Michigan Line) – The existing access culvert consists of 9 metres of 1067 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. It shall be replaced under this Report with a 10 metres of 1200 mm dia. corrugated steel pipe or 1050 mm dia. SaniTite HP pipe.

### CULVERTS TO BE REPLACED IN THE FUTURE:

Culvert No. 1 (2437 Michigan Line) – The existing access culvert consists of 42 metres of 1400 mm dia. corrugated steel pipe with concrete bag endwalls (2003). It shall be replaced in the future with a 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe. The remaining length shall be replaced at the direction of and at the expense of the Owner.

Culvert No. 2 (2465 Michigan Line) – The existing access culvert consists of 9 metres of 1370 mm dia. corrugated steel pipe with concrete bag endwalls (1975). It shall be replaced in the future with a 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

Culvert No. 3 (2465 Michigan Line) – The existing access culvert consists of 9 metres of 1400 mm dia. corrugated steel pipe with concrete block endwalls (2022). It shall be replaced in the future with a 10 metres of 1400 mm dia. corrugated steel pipe or 1050 mm dia. SaniTite HP pipe.

Culvert No. 8 (2633 Michigan Line) – The existing access culvert consists of 9 metres of 1067 mm dia. corrugated steel pipe with concrete bag endwalls (1975). It shall be replaced in the future with a 10 metres of 1200 mm dia. corrugated steel pipe or 900 mm dia. HDPE pipe.

Culvert No. 9 (2645 Michigan Line) – The existing access culvert consists of approx. 60 metres of 914 mm dia. corrugated steel pipe with concrete bag endwalls (after 1975). It shall be replaced in the future with a 10 metres of 750 mm dia. HDPE pipe as part of the

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drainage works. The remaining length shall be replaced at the direction of and at the expense of the Owner.

Culvert No. 10 (2667 Michigan Line) – The existing access culvert consists of 9 metres of 914 mm dia. corrugated steel pipe with concrete bag endwalls (1975). It shall be replaced in the future with a 10 metres of 750 mm dia. HDPE pipe.

The culverts shall be installed generally in the locations shown on the plan. Any existing culverts and endwalls, including unsuitable or excess material shall be removed entirely from the drain and disposed of off site to a location determined by the contractor, unless otherwise stated. The culverts shall be installed with the invert 10% (minimum 150mm) below the original channel bottom elevation.

The Contractor shall supply and install either SaniTite HP pipe for pipe sizes greater than 900 mm diameter and HDPE smooth wall pipe for pipes sizes 900 mm diameter and less or corrugated steel pipe with the approval of the Drainage Superintendent or Engineer. HDPE pipe shall be 320 kPa with coupler joints. Corrugated steel pipe shall be aluminized or asphalt coated with a minimum wall thickness of 2.8 mm or approved equivalent. All corrugation profiles shall be of helical lock seam manufacture using 68 x 13 mm corrugations for 1600mm dia. pipe and smaller and 125 x 25 mm corrugations for 1800mm dia. pipe and larger. Pipe with 125 x 25 mm corrugations shall be used if 68 x 13 mm corrugations are not available.

Any tile outlets extended as a result of a culvert shall be extended at the landowner's expense. The pipes that shall be extended upstream or downstream of the proposed culvert shall be done with non-perforated HDPE agricultural tubing with a manufactured coupling, elbow and rodent grate.

The bottom of the excavation shall be excavated to a minimum of 100mm below the proposed invert. The pipe shall be bedded with drainage stone from the bottom of the excavation to the spring line of the pipe. Care shall be taken to ensure that the backfill on either side of the culvert does not differ by more than 300mm so that the pipe is not displaced. The pipe shall be backfilled from the spring line to within

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150mm of finished grade with Granular "B". If, at the discretion of the Drainage Superintendent or Engineer, the existing material is considered suitable as granular "B", then it may be reused. The top 150mm shall be backfilled with compacted 100% crushed granular "A" material to finished grade.

End protection shall consist of concrete blocks with dimensions of approx. 600mm x 600mm x 1200mm, 600mm x 600mm x 2400mm or 300mm x 600mm x 1200mm as required. The top of the pipe shall govern block elevation. The correct block shall be set with the top of the block equal to the top of the culvert. The blocks shall be set at each end of the culvert so that each row of blocks will be offset approx. 100mm from the row below. The bottom row shall consist of one block placed parallel to the culvert. The blocks shall be imbedded a minimum of 300mm into each bank and shall extend into the drain bottom to match the pipe invert or below.

The blocks shall be placed over a layer of filter fabric (Terrafix 270R or approved equal). The culvert shall be backfilled in conjunction with the placement of the blocks. The gaps between the culvert and the blocks shall be filled with concrete cinder blocks/bricks and mortar to give the endwall a finished appearance.

If rip rap ends are to be used, the pipes shall be lengthened to accommodate the travel width plus minimum 1.5:1 sideslopes. The rip rap shall consist of 100 mm x 300 mm quarry stone or approved equal. The area to receive the rip rap shall be graded to a depth of 400mm below finished grade. Filter fabric (Terrafix 250R or approved equal) shall then be placed with any joints overlapped a minimum 600mm. The quarry stone shall then be placed with the smaller pieces placed in the gaps and voids to give it a uniform appearance.

The Contractor shall be responsible for maintenance of the culvert for a period of one year after its installation. This will include repairing any settlement areas on the travel surface with 100% crushed granular "A".

# Agenda Item A - June 22, 2026

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## **14. Subsurface Drainage**

The landowner shall be responsible to mark all existing subsurface drain tile and all tile mains. The Contractor shall be responsible to repair all marked tile that are damaged during excavation of the open channel.

The landowner is responsible for the outlet of surface water from the adjacent field to the open channel. Where a washout has occurred erosion protection consisting of rip rap and filter fabric shall be placed at the expense of the landowner.

## **15. Silt Fence**

The Contractor shall maintain a dry working area during construction. The Contractor shall install a silt fence downstream of the work area. The silt fence shall consist of filter fabric or manufactured silt fence supported with posts (OPSD 219.110). The silt fence shall remain in place until construction is complete. Any sediment that has collected upstream of the silt fence shall be removed prior to the removal of the silt fence.

## **16. Construct Sediment Trap/Refuge Pool**

A sediment trap/refuge pool is to be constructed in the Goldie Lewis Drain downstream of Culvert No. 4. It shall match the width of the existing channel, have a depth of 300 mm and have a length of 6 metres with 1.5:1 sideslopes.

## **17. Environmental Considerations**

The following environmental considerations have been specified or are recommended to be included as part of this project to help mitigate any potential adverse impacts of the proposed drainage works on water quality.

- All excavated and stockpiled material shall be placed a minimum of 1.5 metres from the top of the bank. Material shall not be

## Agenda Item A - June 22, 2026

-SP12-

placed in surface water runs or open inlets that enter the channel.

- All granular and erosion control materials shall be stockpiled a minimum of 3.0 metres from the top of the bank. Material shall not be placed in surface water runs or open inlets that enter the channel.
- All activities, including maintenance procedures, shall be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicle and equipment refuelling and maintenance shall be conducted away from the channel, any surface water runs, or open inlets. All waste materials shall be stockpiled well back from the top of the bank and all surface water runs and open inlets that enter the drain.
- All construction in the channel shall be carried out during periods of low flow.
- A heavy-duty silt fence shall be installed at the outlet of the drains at the discretion of the Drainage Superintendent or Engineer Designate.
- The Culvert BMP shall be followed for culvert replacements as outlined in the Guidance Document for Maintaining and Repairing Municipal Drains in Ontario.

### **18. Miscellaneous**

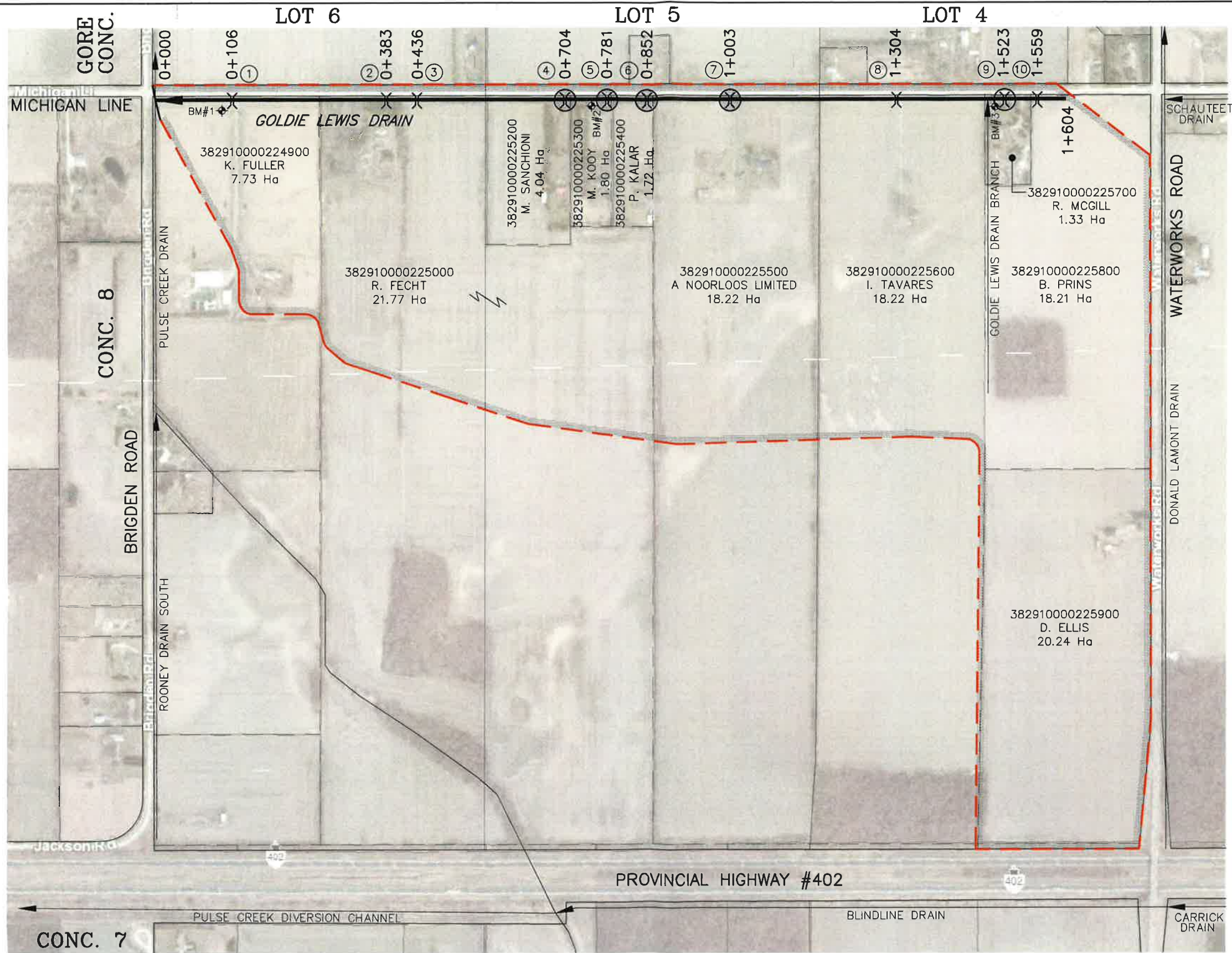
The Contractor shall remove any cross fences necessary to carry out construction operations. Upon completion of the work, the fences shall be reconstructed using existing materials. If existing materials cannot be reused, new material shall be used at the expense of the landowner.

The landowner of each property shall be responsible to mark all of his tile outlets. The landowner shall repair any tile outlets that are not marked and are damaged during construction. The Contractor shall

## **Agenda Item A - June 22, 2026**

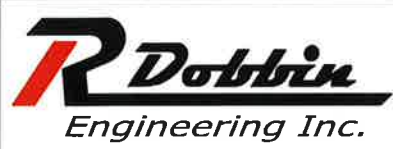
-SP13-

repair any tile outlets that are marked and damaged during construction.



**LEGEND**

- DRAINAGE AREA
- GOLDIE LEWIS DRAIN
- MUNICIPAL DRAIN
- CULVERT NUMBER
- EXISTING CULVERT
- EXISTING CULVERT TO BE REPLACED
- EXISTING CULVERT TO BE REPAIRED



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME: Goldie Lewis Drain Plan  
PROJECT No. 2023-1555

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
D. MOORES				
DRAWN				
C. SAUNDERS				

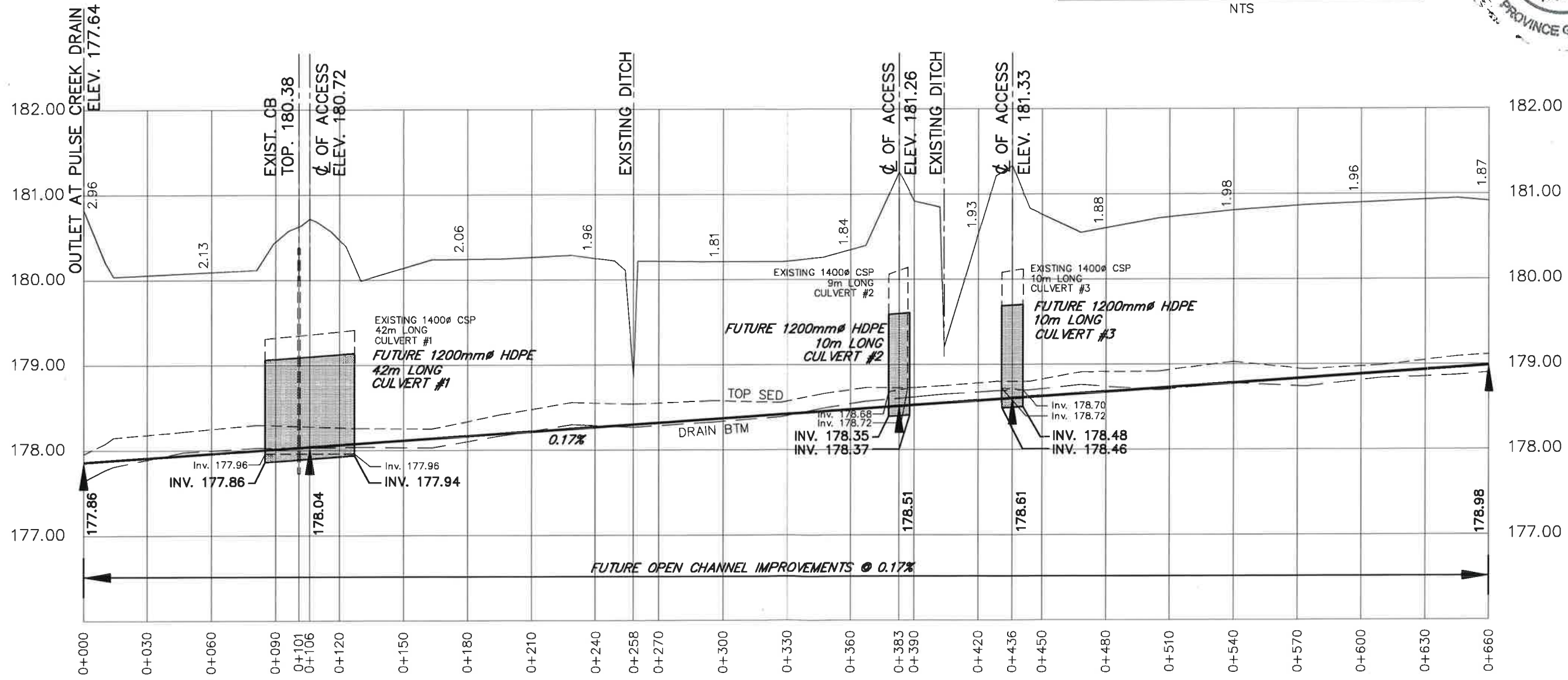
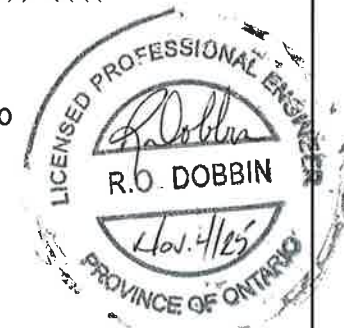
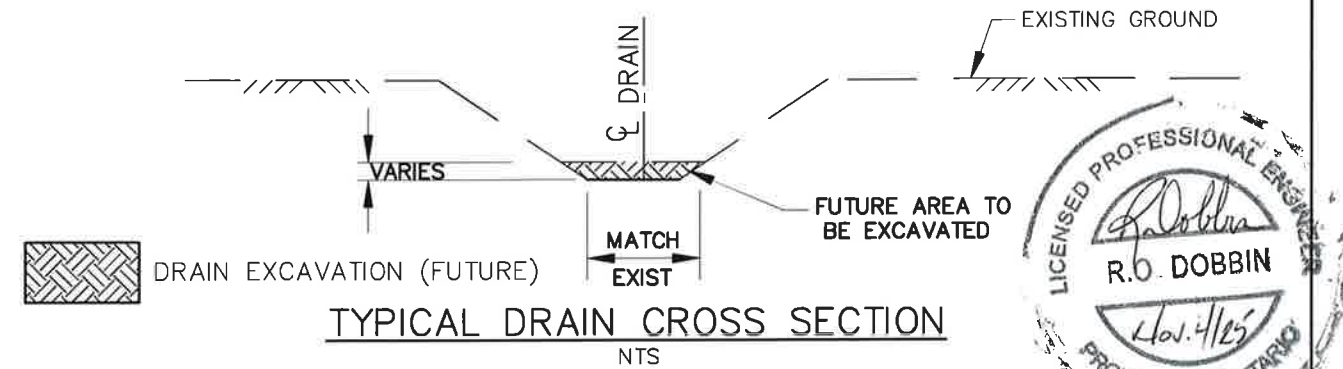
SCALE: 1:7500

**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**PLAN**

**1**  
**OF 5**

**GENERAL NOTES**

1. BENCHMARK No.1 ELEV. 179.31  
TOP OF WEST END OF EXISTING  
1400mmØ CSP AT STATION 0+106
2. UPPER NUMBERS ARE DEPTH FROM TOP OF  
BANK TO FUTURE CHANNEL BOTTOM.



Page 412 of 542

Agenda Item A - June 22, 2026



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Goldie Lewis Drain Profile 1

PROJECT No.  
2023-1555

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
B. VAN RUITENBURG				
DRAWN	SCALE: 1:2,000			
C. SAUNDERS	0 20 40 60m			

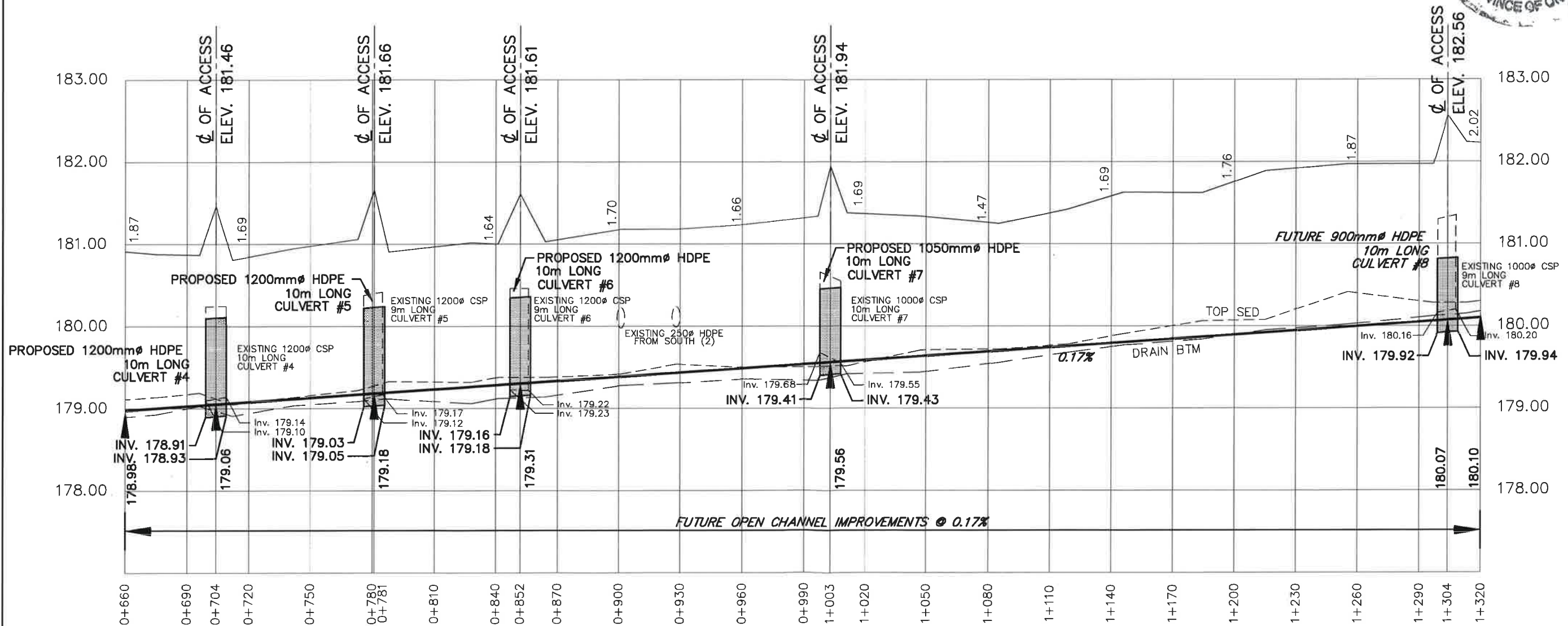
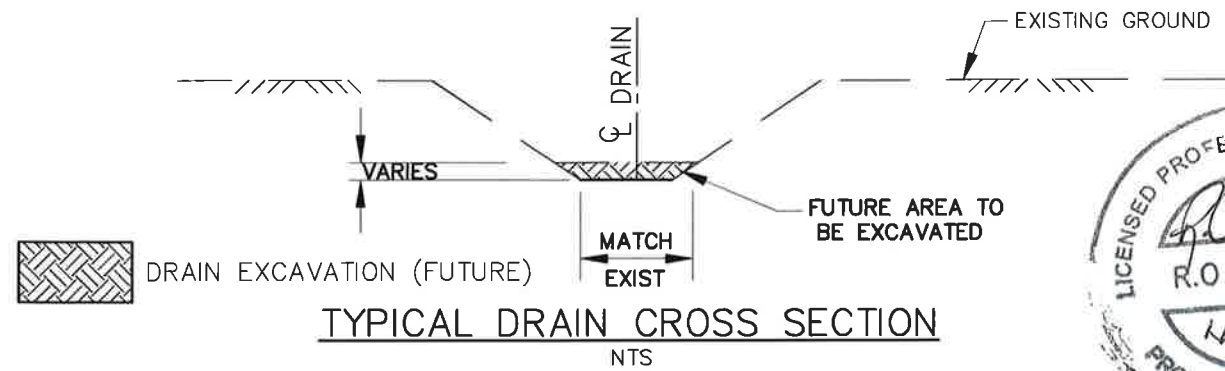
**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**PROFILE**

**2**  
**OF 5**

Last Updated: November 04, 2025

**GENERAL NOTES**

- BENCHMARK No.1 ELEV. 180.38  
TOP OF WEST END OF EXISTING  
1200mm $\phi$  CSP AT STATION 0+781
- UPPER NUMBERS ARE DEPTH FROM TOP OF  
BANK TO FUTURE CHANNEL BOTTOM.



Agenda Item A - June 22, 2026

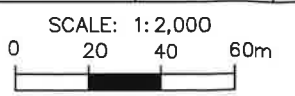
Page 413 of 542



4218 Oil Heritage Road  
Petrolia Ontario, NON 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

PROJECT No.  
2023-1555

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
B. VAN RUITENBURG				
DRAWN				
C. SAUNDERS				



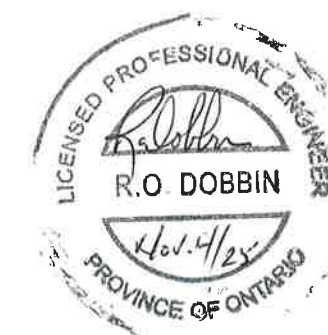
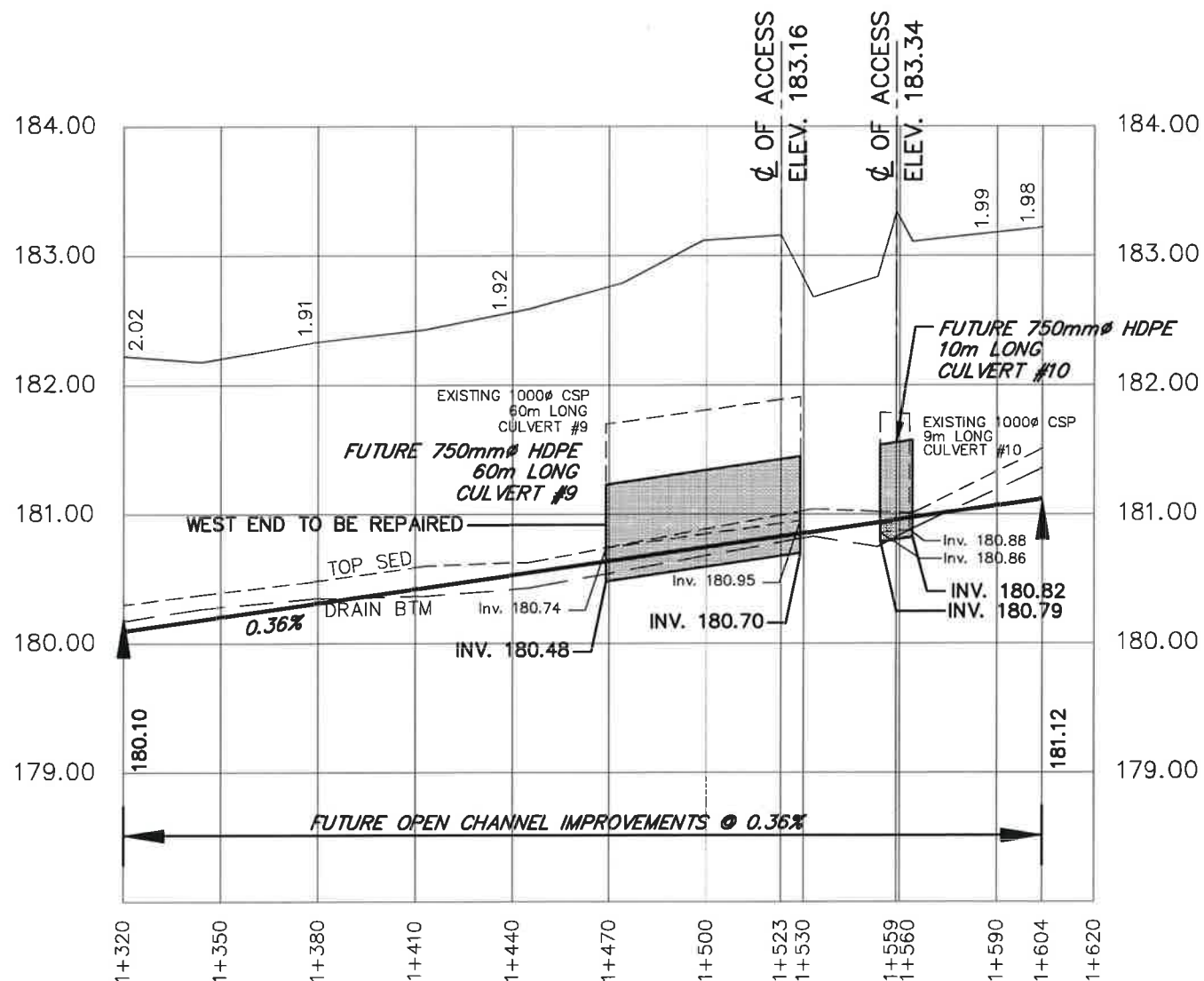
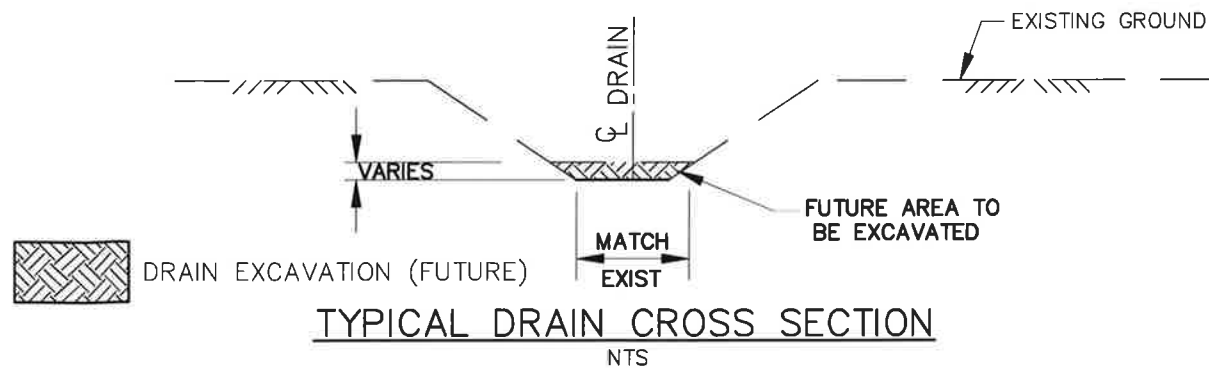
**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**PROFILE**

**3**  
**OF 5**

Last Updated: November 04, 2025

**GENERAL NOTES**

1. BENCHMARK No.1 ELEV. 181.70  
TOP OF WEST END OF EXISTING  
1000mm $\phi$  CSP AT STATION 1+523
2. UPPER NUMBERS ARE DEPTH FROM TOP OF  
BANK TO FUTURE CHANNEL BOTTOM.



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

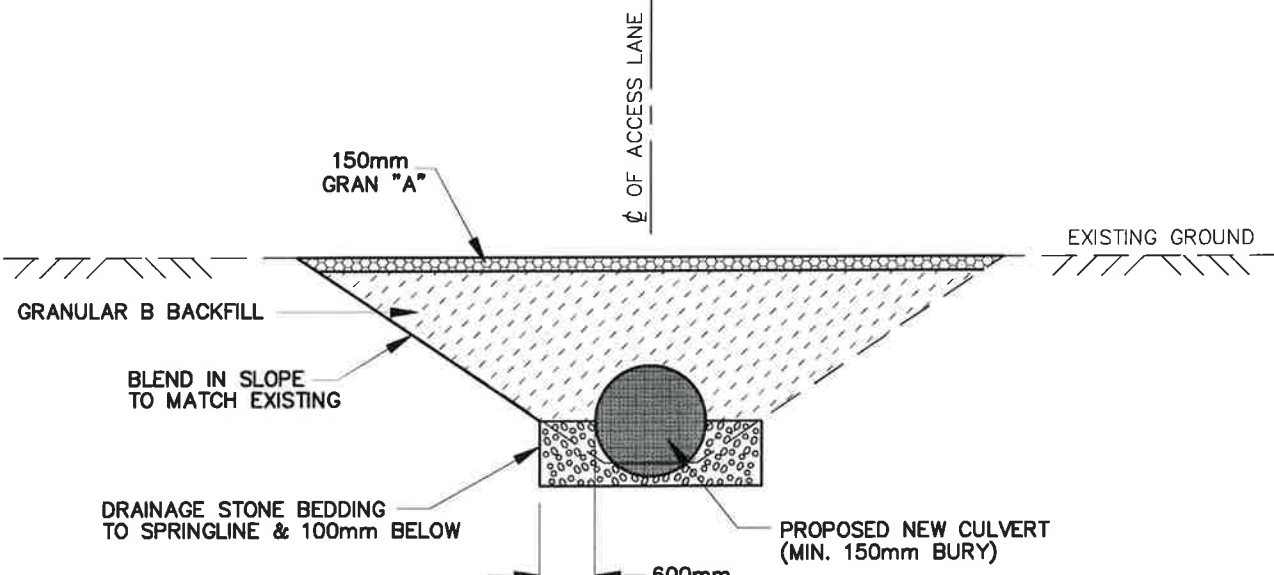
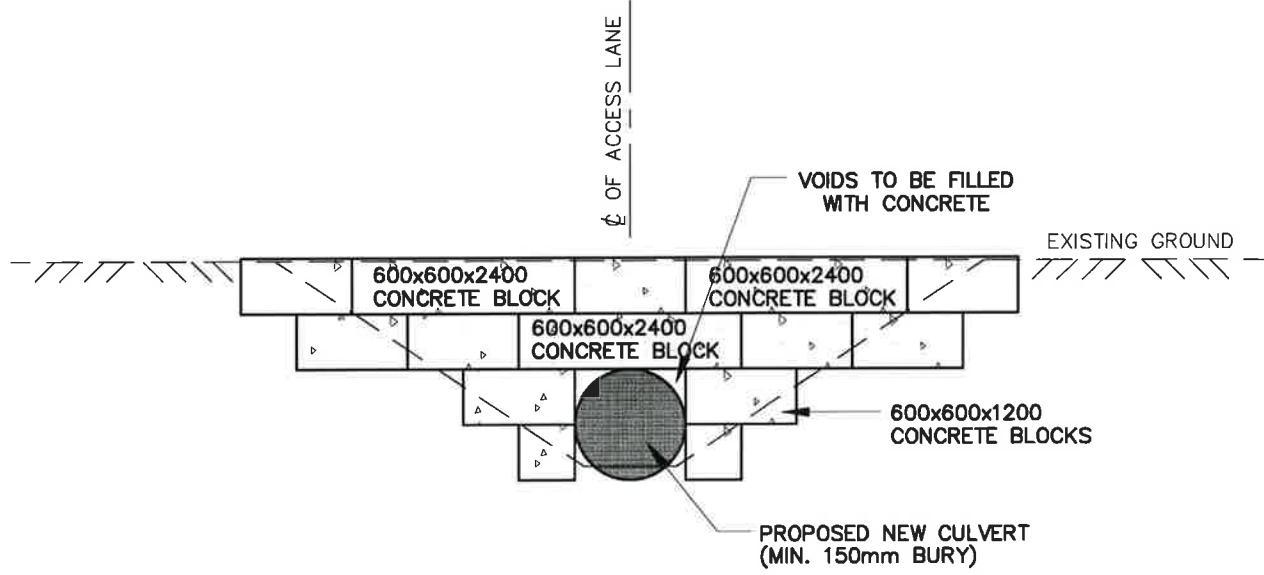
DRAWING NAME:  
Goldie Lewis Drain Profile 3

PROJECT No.  
2023-1555

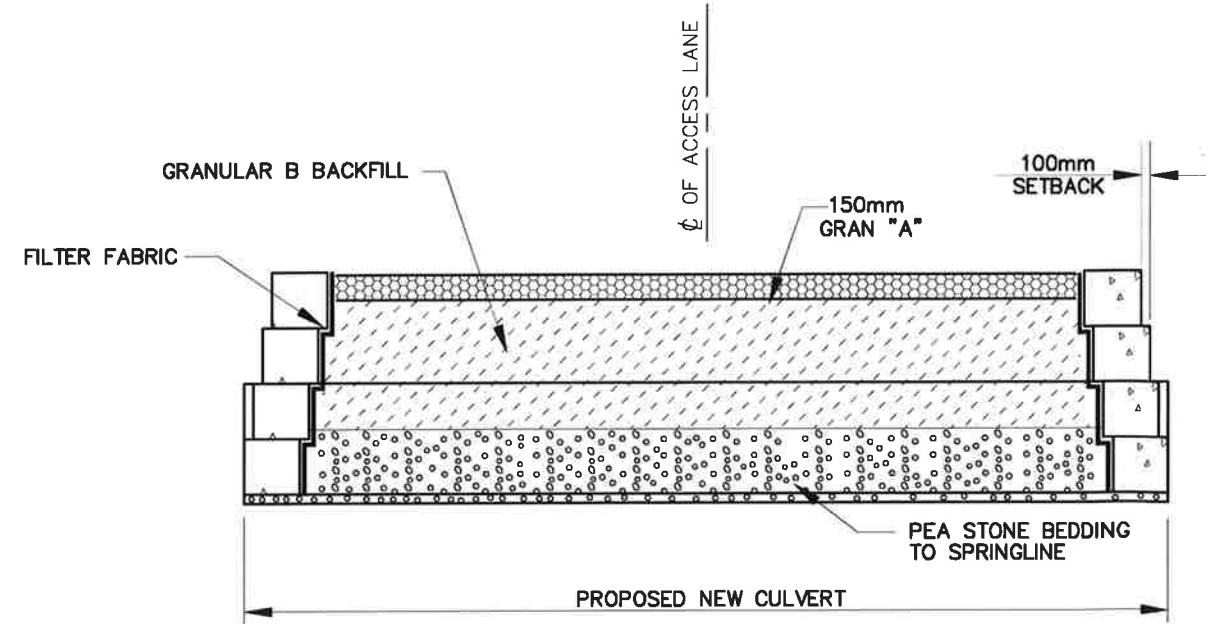
APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
B. VAN RUITENBURG				
DRAWN	SCALE: 1:2,000			
C. SAUNDERS	0 20 40 60m			

**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**PROFILE**

**4**  
**OF 5**



**PROPOSED PIPE END SECTION**  
N T S



**PROPOSED CROSS-SECTION**  
N T S



- NOTES:
1. REFER TO SPECIFICATIONS FOR CULVERT SIZE & SPECIFICATIONS
  2. DRAWINGS ARE NOT TO SCALE – TYPICAL DETAIL
  3. BOTTOM ROW OF BLOCKS CAN BE EITHER 300mm OR 600mm
  4. TOP ROW TO MATCH EXISTING GROUND ELEVATION, THEREFORE MAY BE 300mm BLOCKS OR 600mm BLOCKS
  5. HARD BOTTOM OF DRAIN TO BE LOCATED AND CULVERT SET 10% BELOW, MIN. 150mm BURY



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Goldie Lewis Drain Typical Culvert Detail

PROJECT:  
2023-1555

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
D. MOORES				
DRAWN	SCALE 1:75			
C. SAUNDERS				

**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**TYPICAL CULVERT DETAIL**

**5**  
**OF 5**

**Agenda Item A - June 22, 2026**

-SP15-

**ENCLOSURE**

Goldie Lewis Drain  
 City of Sarnia  
 November 4, 2025

**ESTIMATED NET ASSESSMENT**

Conc.	Lot or Part	Roll No.	Owner	Assessment	Estimated Grant	Allowances	Estimated Net Assess.
<b>Agricultural Lands</b>							
8	NW1/4 L6	382910000224900	K. Fuller	0.00	0.00		0.00
	E1/2 L6 & Spt. W1/2 L5	225000	R. Fecht	1,251.00	417.00		834.00
	pt.W1/2 L5	225200	M. Sanchioni	13,204.00	4,401.33	90.00	8,712.67
	E1/2 L5	225500	A. Noorloos Ltd.	21,025.00	7,008.33	90.00	13,926.67
	E1/2 L5	225500	A. Noorloos Ltd.	3,440.00			3,440.00
	W1/2 L4	225600	I. Tavares	9,114.00	3,038.00		6,076.00
	NE1/4 L4	225800	B. Prins	9,307.00	3,102.33		6,204.67
	SE1/4 L4	225900	D. Ellis	10,501.00	3,500.33		7,000.67
Gore	L6	223700	S. Ferguson	0.00	0.00		0.00
	L4 & L5	223300	736105 Ontario Ltd.	0.00	0.00		0.00
<b>Non-Agricultural Lands</b>							
8	pt.W1/2 L5	225300	M. Kooy	13,473.00		90.00	13,383.00
	pt.W1/2 L5	225400	P. Kalar	15,451.00		90.00	15,361.00
	pt.NE1/4 L4	225700	R. McGill	2,042.00			2,042.00
Gore	pt. L5	223600	C. Cammidge	0.00			0.00
<b>Municipal Lands</b>							
Michigan Line			City of Sarnia	21,451.00			21,451.00
<b>Total Est. Net Assessment</b>				<b>\$120,259.00</b>	<b>\$21,467.33</b>	<b>\$360.00</b>	<b>\$98,431.67</b>





**CITY ADMINISTRATION DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Kelly Provost, Director of Economic Development  
DATE: June 22, 2026  
SUBJECT: Sarnia Airport Operator Financial Subsidy Reporting

---

**Recommendation**

For Council's Information

**Background**

At the May 9, 2022, regular meeting, Sarnia City Council approved \$400,000 in annual operating funding from the Infrastructure Reserve Fund for three years spanning 2023 to the end of 2025. This funding is available to be accessed by Scottsdale Aviation to cover the annual operating loss and ensure that the airport remains operational and compliant with regulations (Attachment 1).

At the February 13, 2023, regular meeting, Staff were directed to provide quarterly airport carrier and financial reporting in open session, with non-confidential, high-level financial figures on the airport financial subsidy and a high-level update on carrier attraction.

At its regular meeting on February 10, 2025, Sarnia City Council provided direction to staff regarding the City's long-term role in the future of the airport (Attachment 2). The following motion was supported by a unanimous vote:

**That Sarnia City Council direct Staff to advance the framework toward investment in the future of the Sarnia Chris Hadfield Airport utilizing the funds from the Airport Operating Reserve.**

This report is meant to provide an update with regards to the financial subsidy accessed by the operator since the last quarterly report and to provide an update on activity to advance the framework towards investment (Attachment 4).

## Agenda Item B - June 22, 2026

### Comments

#### FINANCIAL REPORTING

Revenue generation at the airport remains low since the cancellation of scheduled passenger service in March 2020. The revenue generated does not exceed the current operating costs. Wages and benefits, maintenance and operations, and utilities remain the largest expenses.

Below is a table of the funds accessed in 2026, as of the writing of this report.

Month	Amount paid to Operator	Balance remaining of subsidy
January 2026	\$35,118.40	\$364,881.60
February 2026	\$34,568.01	\$330,313.59
March 2026	\$46,788.51	\$283,525.08
April 2026	\$34,993.90	\$248,531.18
May 2026	\$26,668.26	\$221,862.92
<b>Total to date 2026</b>	<b>\$178,137.08</b>	<b>\$221,862.92</b>

Revenue and expenses vary each month at the airport. Revenue generated monthly can fluctuate based on aircraft activity and the amenities used at the airport (i.e. Landing fees, parking, fuel, etc.). Land lease revenue is not fixed monthly and impacts when revenue is realized and recorded in the year.

Expenses vary based on the utility requirements, repairs, and fuel required during the month, as well as the timing of annual subscription and insurance premium payments throughout the year.

#### ACTIVITY UPDATE

At the April 19, 2026, regular meeting, Sarnia City Council directed staff to advance the establishment of a Municipal Services Corporation (MSC) as the future structure of the airport.

At the May 25, 2026 regular meeting, Sarnia City Council adopted the business case for the MSC, endorsed the Board of Directors composition, directed Staff to initiate recruitment for members to service on the MSC Board, and directed Staff to structure the legal format of the MSC as a non-profit corporation.

Advertisement of the Board positions is expected to advance immediate, with appointments to be considered by Council at the July 20, 2026 meeting.

The requirement documentation, including but not limited to the articles of incorporation, the shareholder declaration, and the corporate bylaws, are also

## Agenda Item B - June 22, 2026

expected to be presented at the July 20, 2026 regular meeting for Council's consideration.

### Consultation

The City Treasurer and City Solicitor were consulted in the preparation of this report.

### Financial Implications

None.

Reviewed by:

Kelly Provost  
Director, Economic Development

Approved by:

Chris Carter  
Chief Administrative Officer

Attachments:

1. [Report to Council May 9, 2022](#) – City's Role in the Future of Sarnia Chris Hadfield Airport
2. [Report to Council February 10, 2025](#) – City's Role in the Future of Sarnia Chris Hadfield Airport
3. [Report to Council June 23, 2025](#) - Recommendations for Future Governance, Administration, Operations, and Funding of Sarnia Airport
4. [Report to Council March 09, 2026](#) – Sarnia Airport Operator Financial Subsidy Reporting





**CITY ADMINISTRATION DIVISION  
OPEN SESSION REPORT**

TO: Mayor and members of Council  
FROM: Kelly Provost, Director of Economic Development  
DATE: June 22, 2026  
SUBJECT: Downtown Collective – Downtown Beautification Update

---

**Recommendation**

For Council's Information

**Background**

The Downtown Collective is a volunteer-driven collective of approximately 50 local business owners, commercial property owners, and stakeholders working to improve the vibrancy, safety, and visual appeal of Downtown Sarnia.

In November 2025, representatives of the Downtown Collective presented to Sarnia City Council as part of the 2026 budget input session (Attachment 1).

The group requested support and funding to advance several beautification strategies for the downtown. Included in that list of priorities was lighting, banners, traffic/utility box wrapping, and landscaping/floral enhancements.

Through the 2026 budget process, the Downtown Collective's request was granted \$100,000 in funding. The funding source for the contribution was the Municipal Accommodation Tax (MAT) reserve, entitled the Tourism Infrastructure Reserve.

The Downtown Collective is working with City Staff to advance the acquisition and installation of the priority items outlined in their presentation.

**Comments**

Staff from the City's Economic Development are working with the Downtown Collective on the estimates, logistics, procurement, and installation of these beautification items within the budget approved by Council.

The Downtown Collective advised Staff that the priority items that the group would like to advance with include lighting and banners. Estimates are still in progress, so it is unclear whether both can be accommodated in the approved budget.

## Agenda Item C - June 22, 2026

Lighting was deemed to be the top priority to advance from the Collective membership. The cost of the lighting project and the remaining available budget will be evaluated to determine whether other proposed initiatives can proceed.

Staff are working closely with Bluewater Power, who is advising on feasibility, infrastructure capabilities, and vendor options for materials. Bluewater Power will also be assisting in the installation of the lighting and/or banners.

The proposed lighting plan includes string lighting that would be installed on street poles with the designated "Downtown" area outlined in the City's Official Plan (2022).

The lighting would string across the street where applicable and may be modified to string pole-to-pole in certain areas where infrastructure may only permit this.

Should sufficient budget remain beyond the lighting project to advance with other priorities, banner installation was deemed the next highest priority by the Downtown Collective.

Attachment 2 of this report includes the proposed banner design. This design was development by artist Kennady Osborne, a co-chair and member of the Downtown Collective. These designs have been made custom for the Downtown Collective and contain no Artificial Intelligence (AI) rendering, design, or enhancement.

The Downtown Collective shared that the designs highlight the arts and culture that the neighbourhood has to offer. They further advised that each banner is meant to represent each of our main downtown "industries" — dining ("eat local"), the boutiques ("shop local"), and arts, theatre, music ("create local"), alongside an all-encompassing design ("Downtown Sarnia").

The designs have been circulated to members of the Downtown Collective by the co-chairs and have received positive feedback and support from members.

The designs are subject to minor changes before finalization. Working with the printers and installers, modifications may still be required to the design to ensure maximum legibility and visibility.

### **Consultation**

The Downtown Collective was consulted as part of the preparation of this report and provided the designs in Attachment 2 of this report.

## Agenda Item C - June 22, 2026

### Financial Implications

Estimates are in progress for the work proposed to be undertaken on lighting and possible banner initiatives. Once estimates have been received for lighting, the Downtown Collective along with City Staff will determine whether additional initiatives are able to be advanced.

The work will be monitored by City Staff to ensure it remains within the approved budget.

Reviewed by:

Approved by:

Kelly Provost  
Director, Economic Development

Chris Carter  
Chief Administrative Officer

Attachments:

1. [Downtown Collective Presentation to Council: November 17, 2026 Budget Input Session](#)
2. Downtown Collective Proposed Banner Design



# By-Law #1 - June 22, 2026

BY-LAW NUMBER    OF 2026  
OF THE CITY OF SARNIA

---

**"A By-Law to Amend the Official Plan"**  
**(Re: 700 – 718 Cathcart Boulevard)**

---

**WHEREAS** the Council of the Corporation of the City of Sarnia deems it advisable to amend the Official Plan for the City of Sarnia;

**AND WHEREAS** the Council of the Corporation of the City of Sarnia, in accordance with the provisions of Sections 17 and 21 of the *Planning Act*, R.S.O 1990, c.P.34, as amended, may by By-Law adopt amendments to its Official Plan;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SARNIA ENACTS AS FOLLOWS:

1. That Amendment No. 15 to the Official Plan for the City of Sarnia, comprising the explanatory text and Schedule "A" is hereby adopted;
2. That the Clerk is hereby authorized and directed to make application to the County of Lambton for approval of the aforementioned Amendment No. 15 to the Official Plan for the City of Sarnia, and to provide such documentation as is required pursuant to Subsection 17(7) of the *Planning Act*, R.S.O. 1990, c.P.34, as amended; and
3. This By-Law shall come into full force and take effect on the day of final passing hereof, in accordance with the provisions of the *Planning Act*.

**By-Law Read a First, Second and Third time this 22 day of June, 2026.**

---

Mike Bradley  
Mayor

---

Amy Burkhart  
City Clerk

# **By-Law #1 - June 22, 2026**

## **CITY OF SARNIA OFFICIAL PLAN**

### **AMENDMENT NO. 15 TO THE OFFICIAL PLAN**

To amend the official plan for the lands municipally identified as 700-718  
Cathcart Boulevard, Sarnia

The following text and Schedule "A" constitute Amendment Number 15 to  
the City of Sarnia Official Plan.

# **By-Law #1 - June 22, 2026**

## **The Official Plan Amendment**

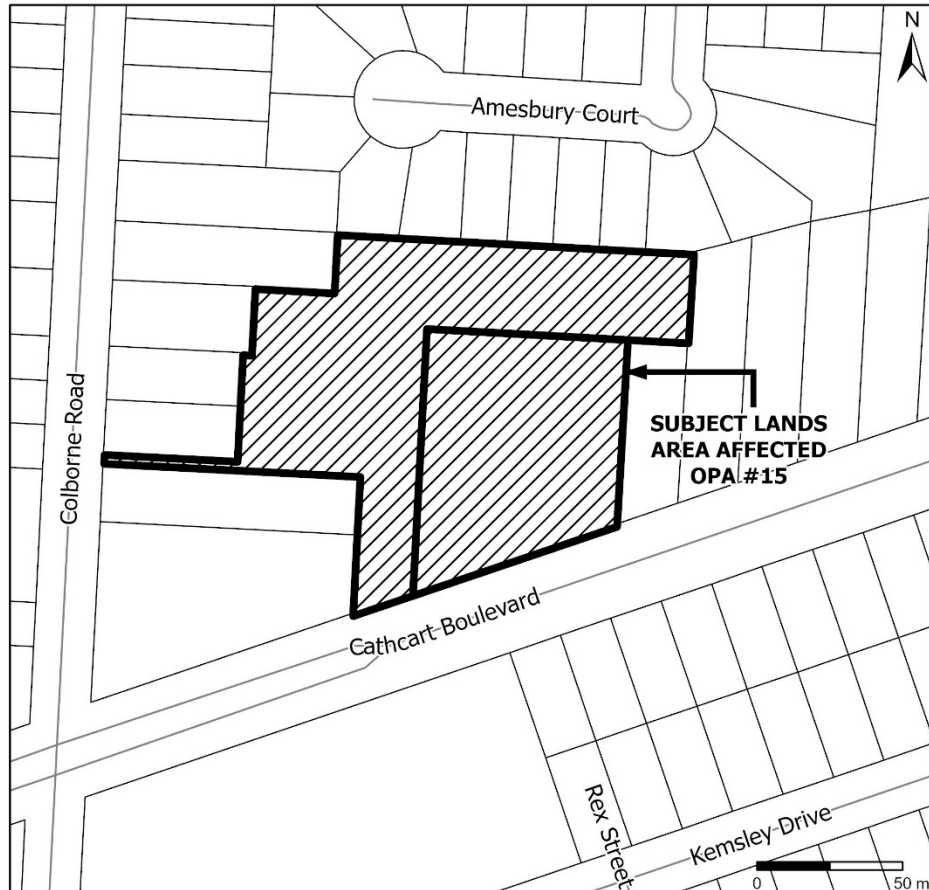
All of this part of the document entitled “The Amendment”, consisting of the following text and Schedule “A” constitutes Amendment No. 15 to the Official Plan for the City of Sarnia.

### **1. DETAILS OF THE AMENDMENT**

- a) Amend “Schedule 2: Land Use Plan” by changing the designation of the subject lands, as shown in Schedule ‘A’, from “Mixed-Use Corridor I” to “Mixed-Use Corridor II”.

# By-Law #1 - June 22, 2026

## Schedule A



THIS IS SCHEDULE 'A' TO BY-LAW NO. \_\_\_\_\_ OF 2026 PASSED

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

700-718 CATHCART BOULEVARD

PREPARED BY:  
CITY OF SARNIA  
CSD  
DEPARTMENT



## **By-Law #2 - June 22, 2026**

3. Subject to Subsections 34[19], [21] and [30] of the Planning Act, R.S.O., this By-Law comes into force and effect on the day it is finally passed.

**By-Law Read a First, Second and Third time this 22 day of June 2026.**

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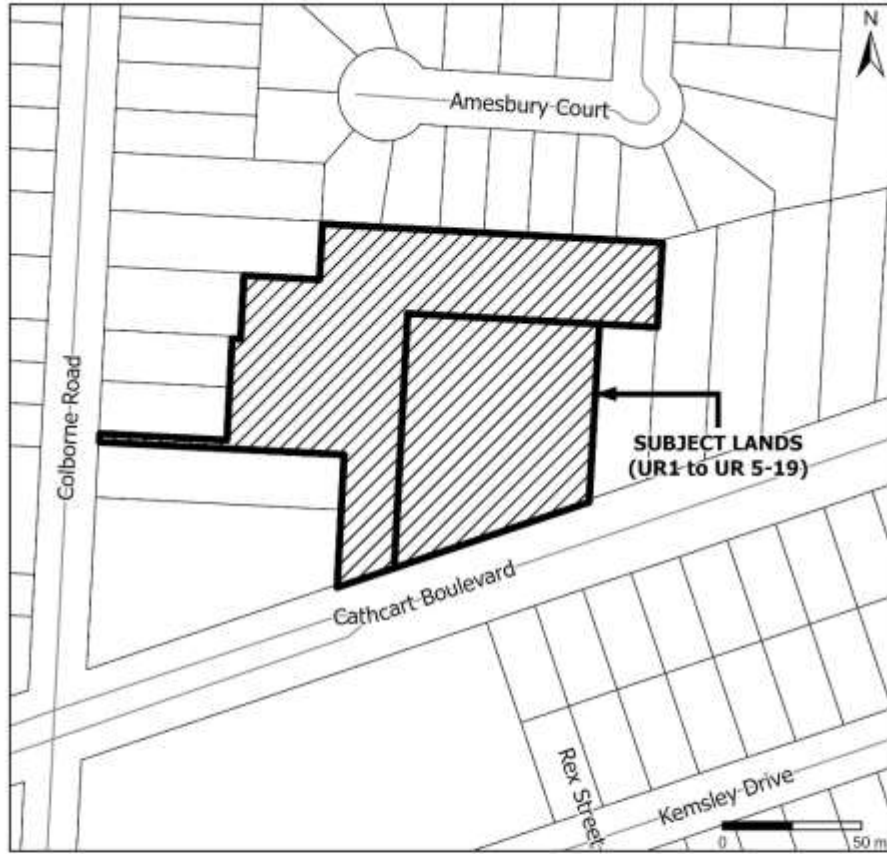
Mike Bradley  
Mayor

---

Amy Burkhart  
City Clerk

# By-Law #2 - June 22, 2026

## Schedule A



THIS IS SCHEDULE 'A' TO BY-LAW NO. _____ OF 2026 PASSED	
THIS _____ DAY OF _____, 2026	
_____	_____
MAYOR	CLERK
700-718 CATHCART BOULEVARD	PREPARED BY: CITY OF SARNIA CSD DEPARTMENT



# By-Law #3 - June 22, 2026

BY-LAW NUMBER                      OF 2026  
OF THE CITY OF SARNIA

**“A By-Law to Authorize an Agreement with Clarke Construction Inc.”**  
**(Re: 10-2026 – Ontario Street Reconstruction)**

**WHEREAS** it is deemed expedient that The Corporation of the City of Sarnia enter into a Construction Agreement with Clarke Construction Inc.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SARNIA ENACTS AS FOLLOWS:

1. That The Corporation of the City of Sarnia is authorized to enter into a Construction Agreement with Clarke Construction Inc., in the general form attached to this By-Law.
2. That the Mayor and Clerk are authorized to execute such Agreement and related documents, as may be necessary to effect its intent, and to affix to it the Corporate Seal of The Corporation of the City of Sarnia.

**By-Law Read a First, Second and Third time this 22 day of June, 2026.**

---

Mike Bradley  
Mayor

---

Amy Burkhart  
City Clerk

# By-Law #3 - June 22, 2026

**THIS AGREEMENT** made effective as of this 22 day of June 2026.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF  
SARNIA,**

(hereinafter referred to as the "CITY")

**AND:**

**CLARKE CONSTRUCTION INC.**

(hereinafter referred to as the "Contractor")

**WHEREAS:**

- A. On April 29, 2026, the CITY issued a request for competitive Tender under the title and reference number 10-2026 Ontario Street Reconstruction, which Tender closed on May 21, 2026.
- B. The Contractor provided a response dated May 21, 2026 ("the Tender") outlining its ability to provide such services to the CITY, and was the highest proponent under the Tender;

**AND,**

- C. The CITY and the Contractor wish to set out the terms and conditions relating to the provision of such Services;

**NOW THEREFORE,** the CITY and the Contractor agree as follows:

"Agreement" means this contract between the CITY and the Contractor for the Ontario Street Reconstruction,

"Services" means those Contractor services set out in 10-2026 Ontario Street Reconstruction, the Terms of Reference of which are attached hereto as Appendix "A" and the services offered in the Contractor's Work Plan and Objectives, as negotiated with the City, which are attached hereto as Appendix "B", to be performed by the Contractor to the full satisfaction of the CITY.

## **1. SERVICES**

- 1.1. The Contractor will perform those services which are set out in the Terms of Reference of the Tender and the Work Plan and Objectives ("the Services"),

## **By-Law #3 - June 22, 2026**

which are attached as Schedules “A” and “B” respectively to, and which forms an integral part of, this Agreement;

- 1.2. The Contractor agrees to fully perform the Services in a competent, timely and professional manner to the full satisfaction of the CITY within the term and for the price set out herein;
- 1.3. The Contractor will perform the Services to the standards set out in the Tender and the Work Plan and Objectives, whichever is higher.

### **2. PAYMENT**

- 2.1. The CITY agrees to pay the Contractor for the Services a total amount not greater than \$561,045.00 in Canadian Dollars, inclusive of HST, as the maximum upset amount.
- 2.2. Invoices are to contain the following information at a minimum:
  - Contractor Name and Address
  - Date of invoice and period during which services or materials supplied
  - Identification of the authority under which services or materials supplied.
  - Description of expense including applicable quantities
  - Amount payable and payment terms
  - Name, title, contact information of person to who payment is to be sent
- 2.3. Upon receipt of the invoice, the CITY shall promptly determine whether the work which is the subject of the invoice is approved and the CITY shall process payment to the Contractor of the amount of the approved portion of the invoice within thirty (30) days of the date of approval of the invoice.
- 2.4. Where the CITY does not approve of any part of the work which is the subject of an invoice, the CITY shall promptly notify the Contractor in writing, of the reason(s) why the work was not approved; and the Contractor shall remedy the work at no additional cost to the CITY before the CITY shall be obliged to pay the unapproved portion of the invoice.
- 2.5. If in the opinion of the CITY the Contractor has failed to comply with or has in any way breached an obligation under this Agreement, the CITY, on having provided written notice of such breach to the Contractor, may withhold, in whole or in part, any payment due the Contractor without penalty, expense or liability; and any such hold back amount shall be withheld until the breach has been rectified to the full satisfaction of the CITY.

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- 2.6. The CITY may, in order to discharge obligations or satisfy claims against the Contractor or a subcontractor arising out of the execution of the Services, deduct any monies claimed and owing from any amount due and payable to the Contractor under this agreement, and pay it directly to an obligee or claimant.
- 2.7. The CITY may set off any payment due the Contractor against any monies owed by the Contractor to the CITY.

### 3. NOTICE AND ADDRESS

- 3.1. Any notice required to be given herein or any other communication required by this Agreement shall be in writing and shall be addressed as follows:

- a) **To CITY:** Robert Williams  
Construction Manager  
The Corporation of the City of Sarnia  
255 Christina Street North  
Sarnia, Ontario  
N7T 7N2

E-Mail Address: [robert.williams@sarnia.ca](mailto:robert.williams@sarnia.ca)

- b) **To the Contractor:** Clarke Construction Inc.  
342 Chatham Street S  
Blenheim, ON N0P 1A0

E-Mail Address: [estimating@clarkegroupontario.ca](mailto:estimating@clarkegroupontario.ca)

- 3.2. Any notice to be given under this Agreement shall be in writing, and shall be deemed to have been properly given if:

- Delivered by mail, by mailing to that party at their mailing address for notices, and such delivery shall be effective when actually delivered or fifteen (15) business days following mailing, whichever is the earlier;
- Delivered by fax, by fax transmission to that party's fax number for notices (if any) and such delivery shall be effective on the first business day following the receipt of the fax transmission;
- Delivered by electronic mail, by electronic transmission to that party's email address for notices (if any) and such delivery shall be effective

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on the first business day following the receipt of the electronic transmission.

- 3.3. In the case of fax and electronic mail transmission of notices, the party sending the notice shall be solely responsible for ensuring the notice is properly received by the recipient.

### **4. PERFORMANCE OF SERVICES**

- 4.1. The Contractor agrees to exercise all care, skill, and diligence in performing the Services and to comply with all the terms of this Agreement;
- 4.2. The Contractor agrees to furnish all labour, materials, supplies, tools, and all things necessary for the proper and timely total completion of the Services.
- 4.3. The Contractor agrees to use only new materials and supplies of the best quality, of merchantable quality, fit for the intended purpose, and carefully installed or applied in accordance with any manufacturer's specifications and warranty requirements, in performing the Services.
- 4.4. The Contractor warrants that it has independently reviewed the nature of the Services, it is not relying upon any of the CITY representations and it is fully qualified and able to perform the Services by the completion date.
- 4.5. The Supplier acknowledges and accepts that government actions related to declared emergencies may contribute to border delays, shortages in supplies, and other interruptions and fully accepts that these do not, for the purposes of this agreement, constitute force majeure, and the Supplier will plan for those eventualities as much as possible.

### **5. CHANGES TO WORK AND SERVICES**

- 5.1. The Contractor shall not change or omit any part of the Services nor perform any extra or additional work or service requested unless authorized by a prior written change order signed by the CITY.
- 5.2. The Contractor understands and accepts that any costs, fees or expenses incurred by the Contractor, subcontractor, or sub-Contractor for additional work that is not reflected in a prior change order or change directive shall be the Contractor's sole responsibility and the CITY shall not be liable for any claim for compensation or reimbursement of such costs, fees, or expenses in law, in equity or under this Agreement.

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- 5.3. The time for performance and completion of the Services shall not be extended unless such change in time has been expressly agreed to by the CITY in writing.

### **6. EXPEDITE THE WORK**

- 6.1. At any time, upon notice from the CITY, the Contractor shall make all reasonable efforts to expedite the Services and shall make all best efforts to ensure the timely and scheduled completion of the Services, at no additional cost to the CITY.
- 6.2. Failure by the Contractor to do so when requested by the CITY may be grounds for termination of this Agreement, in addition to all other remedies which may be available to the CITY, under this Agreement, at law or in equity.

### **7. PERSONNEL**

- 7.1. At any time, upon request of the CITY, the Contractor shall remove within three (3) days any worker of the Contractor (whether employed or otherwise engaged by the Contractor) who, in the opinion and sole discretion of the CITY, is deemed to be unsuitable and the Contractor shall thereafter replace that worker with one who is acceptable to the CITY.
- 7.2. At any time, upon reasonable notice from the CITY, the Contractor shall replace any subcontractor whom the CITY acting reasonably has deemed to be unsuitable and thereafter the Contractor shall replace that subcontractor with one who is acceptable to the CITY. In the event such replacement of subcontractor results in an addition or reduction to the Agreement price and term, these may be adjusted by the differences caused by such replacement.
- 7.3. The CITY and the Contractor, having recognized that the following personnel is/are critically important to the successful performance of the Services, agree that the following individuals will remain fully employed in performing the Services and the Contractor will not, without the prior written consent or agreement of the CITY, remove or reassign this/these individuals during the term of this Agreement as long as such individual(s) remain(s) in the employ of the Contractor:
- Jeremy Wammes
  - Dan Vanderveen
  - Victor Lopes
  - Phil Clarke

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### **SUBCONTRACTORS**

Sev Con Paving  
Autoform  
Williams Landscaping  
Hurricane SMS  
OZA Inspections

## **8. INTELLECTUAL PROPERTY**

- 8.1. The Contractor represents and warrants that:
  - a. its performance of the Services and any product(s) used in performing the Services are original and owned by it or have been validly and properly licensed by the Contractor as to all necessary intellectual property rights;
  - b. no performance of the Services or products used in performance of the Services will or do violate or infringe upon any intellectual property rights of any other person or entity; and,
  - c. it will indemnify and save harmless the CITY from any costs, liabilities, damages or expenses, including reasonable legal fees and expenses arising, directly or indirectly, out of any proven or alleged breach of these warranties.
- 8.2. Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the Services or conceived, developed or first actually reduced to practice in performing the Services, (herein called "the Intellectual Property") shall vest in the CITY and the Contractor hereby absolutely assigns to the CITY all in the Intellectual Property.
- 8.3. The Contractor shall ensure that its contractual relations with employees and sub-Contractors preserve all Intellectual Property rights for the CITY and shall cooperate with the CITY and assist it in obtaining any patent or other form of legal protection for such inventions or know-how for no additional compensation (other than the coverage of the Contractor's reasonable out of pocket expenses).

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### **9. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES**

- 9.1. In the event that the Contractor is in default in respect of any its obligations hereunder, the CITY may do any acts as it deems necessary to rectify such default including the deduction or set off of the cost of such rectification against any payments due, or becoming due, to the Contractor under this or any other contract with the CITY.
- 9.2. The Contractor may not assign or delegate the Services to be performed under this Agreement, or any part thereof, without the prior written consent of the CITY.
- 9.3. Where the Contractor proposes to assign monies owing to it under this Agreement, the prior written consent the Treasurer of the CITY must be obtained.
- 9.4. The Contractor shall keep proper accounts and records of the Services for a period of seven (7) years after the expiry or termination of this Agreement. At any time during the term of this Agreement, and for the seven (7) year period following the expiry or termination of the Agreement, the Contractor shall promptly produce such accounts and records upon the CITY's request.
- 9.5. Any information obtained from, or concerning any department of the CITY, or clients of any department of the CITY, by the Contractor, its agents or employees in the performance of the Services, or of any other contract, shall be confidential. The Contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person, and shall maintain confidential and secure all material and information that is the property of the CITY and in the possession or under the control of the Contractor. This clause survives termination or expiry of this Agreement.
- 9.6. The Contractor shall notify the CITY immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Services under this Agreement.
- 9.7. The Contractor represents warrants and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect their objectivity in the performance of their duties under this Agreement. Should an event giving rise to such a conflict of interest occur, the Contractor shall immediately notify the CITY in writing, and present a plan whereby the conflict may be managed. Upon

## **By-Law #3 - June 22, 2026**

receipt of such a notice, the CITY may, in its sole and absolute discretion, elect to terminate this Agreement, or continue with this Agreement subject to the Contractor's satisfactory compliance with the conflict management plan.

- 9.8. In the event that the provision of these Services creates a conflict with any other party that the Contractor may represent, and the other party to which services are being rendered shall be advised of the conflict immediately.

### **10. TERMINATION**

- 10.1. The CITY may terminate this Agreement at any time without penalty upon giving written notice to the Contractor, if, in the sole opinion of the CITY:

- The Contractor's performance of the Services is persistently faulty or below the required standard, or the Contractor is unable to deliver the Service as contracted (becomes 'not responsible');
- The Contractor becomes insolvent or commits an act of bankruptcy;
- An actual or potential labour dispute delays or threatens to delay timely performance of the Services; or,
- The Contractor defaults or fails to observe the terms and conditions of this Agreement in any material respect.

- 10.2. This Agreement shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the CITY for work performed up to the date of termination.

### **11. SUSPENSION OF WORK**

- 11.1. The CITY may in its sole discretion at any time upon notice to the Contractor in writing suspend the performance of the Services in whole or in part, for a specified or unspecified time.

- 11.2. Upon receiving notice of the suspension, the Contractor shall immediately suspend all operations concerning that identified portion of the Services, except work necessary in the opinion of the CITY, to care for, preserve and protect the Services.

- 11.3. During the period of suspension, the Contractor shall only be entitled to be reimbursed for its reasonable, proper and actual expenses in caring for,

## **By-Law #3 - June 22, 2026**

preserving and protecting the work product.

- 11.4. Should the period of suspension of the Services, in whole or in part, last longer than thirty (30) consecutive days or such longer period as the parties may agree upon in writing, either party to this Agreement may consider the Agreement to be terminated by mutual agreement without further liability.

### **12. PERFORMANCE**

- 12.1. If the Contractor fails to comply with any decision or direction of the CITY made with respect to the Services, or fails to take steps satisfactory to the CITY to correct any defect, delay, deficiency or default within seven (7) days of being given written notice by the CITY to do so, the CITY may, upon notice to the Contractor, take the Services or a portion thereof out of the Contractor's hands and employ such methods and/or other Contractors as the CITY deems advisable, to do that which the Contractor failed to do, at the Contractor's entire cost and expense.
- 12.2. If the Contractor defaults, fails to perform its obligations under this Agreement in whole or in part, or if in the sole discretion of the CITY the quality of work or the contract management practice of the Contractor is unsatisfactory, the CITY may deem the Contractor to be "not responsible" for the purpose of other proposals or tenders.

### **13. ALTERNATIVE DISPUTE RESOLUTION**

- 13.1. The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them, which negotiations shall not terminate until the President of the Contractor (or designate) and the Chief Administrative Officer of the CITY (or designate), shall have considered the dispute.
- 13.2. The Parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 13.3. If the dispute is not resolved in the foregoing manner, then the dispute shall be finally settled by arbitration and this Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings. The arbitration shall take place in Sarnia, Ontario unless otherwise agreed.

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- 13.4. Within twenty (20) days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties (acting reasonably) shall jointly appoint a single arbitrator.
- 13.5. If the Parties are unable to appoint a single arbitrator within the said 20-day period, then the Contractor shall appoint one arbitrator and the CITY shall appoint one arbitrator, both such arbitrators to be appointed within ten (10) days after the end of the aforementioned 20-day period, with a third arbitrator then being selected by those two arbitrators within five (5) days following their appointment. The third arbitrator shall alone conduct the arbitration. The arbitration will be final and binding and not subject to appeal and the procedures and substance of the arbitration will be governed by the Arbitration Act, (Ontario).
- 13.6. Notwithstanding the foregoing, the CITY may at its option refer a particular dispute regarding confidential information, frustration or fundamental breach of the Agreement to the Ontario Court of Justice and not to Arbitration.

### **14. FAIR WAGE POLICY**

- 14.1. The Contractor covenants and agrees that all workers employed by the Contractor and its subcontractors to perform the Work set out in this Contract shall be paid or provided wages, benefits and hours of work in accordance with the Fair Wage Policy and the Fair Wage Schedule of the City of Sarnia, which in effect on the date of the closing of the tender for this Contract.
- 14.2. The Contractor further covenants and agrees that it shall comply in all respects with such Fair Wage Policy and Fair Wage Schedule and that it is fully responsible for ensuring that all of its subcontractors on this Contract also comply in all respects with such Fair Wage Policy and Fair Wage Schedule. The Fair Wage Schedule of the city of Sarnia, form part of this Contract even if they are not physically attached hereto and are to be considered as terms of Contract.

### **15. FORCE MAJEURE**

- 15.1. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
- 15.2. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice

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to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.

- 15.3. Should the Force Majeure event last for longer than thirty (30) days, the CITY may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind.

### **16. INDEMNITY AND INSURANCE**

- 16.1. The Contractor will indemnify and save the CITY, its employees, and agents harmless from and against all claims, demands, losses, damages, causes of action, costs and expenses made against or incurred, suffered or sustained by the CITY at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or sub-Contractor of the Contractor pursuant to this agreement, excepting liability arising out of the independent negligent acts of the CITY.
- 16.2. The Contractor shall without limiting its obligations or liabilities hereto, obtain, maintain and pay for during the period of this Agreement, the following insurance:
- Workers' Safety and Insurance Board (WSIB) coverage;
  - All motor vehicles, watercraft or snow craft used by the Contractor in the performance of the Agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property; and,
  - Commercial General Liability insurance with limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:
    - Products and Completed Operations;
    - Owners & Contractors Protective;
    - Contractual Liability;
    - Broad Form Property Damage;
    - Personal Injury;
    - Cross Liability and Severability of Interest;
    - Medical Payments;

## **By-Law #3 - June 22, 2026**

- Non-Owned Automobile Liability including contractual liability;
  - Contingent Employers Liability;
  - Employees as Additional Insureds; and,
  - Underground Property Damage (in respect to any work involving ground disturbance).
- 16.3. The insurance policies required under this Agreement shall name the CITY, its directors, officers, employees, agents and Contractors as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interest clauses. Such insurance shall be primary without right of contribution from other insurances available to the CITY, and shall extend to cover the employees of the insureds hereunder.
- 16.4. All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) days' written notice to the CITY prior to any insurance policies being materially altered, cancelled, or terminated by the insurers.
- 16.5. The Contractor shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Contractor's liability is not capped to the amount of and scope of coverage required under the agreement.
- 16.6. The Contractor shall deposit with the CITY prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the CITY and with insurance companies satisfactory to the CITY, and shall provide evidence of continuing coverage on request.

### **17. GENERAL TERMS**

- 17.1. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the Agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 17.2. This Agreement shall be to the benefit of, and be binding on the respective administrators, successors and permitted assigns of each of the parties hereto.

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- 17.3. Time shall in every respect be of the essence of this Agreement.
- 17.4. The Contractor is an independent Contractor with the CITY and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY and the Contractor.
- 17.5. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' safety and compensation and the Ontario Income Tax.
- 17.6. This Agreement shall be interpreted and governed in accordance with the laws of Ontario and the laws of Canada as they apply in Ontario.
- 17.7. No waiver by either party of any breach of any term, condition or covenant of this Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 17.8. The failure of either party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 17.9. This contract comprises the entire Agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the Services to be provided by the Contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of signature of this Agreement.
- 17.10. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any party by fax or electronically shall constitute valid and effective execution and delivery, but each party shall retain an originally executed copy of the Agreement.

*[Signature page to follow]*

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**10-2026 Ontario Street Reconstruction**

**IN WITNESS WHEREOF** the said Parties have hereunto set their hands and seals and the Company has hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

**THE CORPORATION OF THE CITY OF SARNIA**

---

Mike Bradley, Mayor

Date:

---

Amy Burkhardt, City Clerk

Date:

**CONTRACTOR**

---

Name, Title,

Date:

*(I have authority to bind the corporation)*



# By-Law #4

BY-LAW NUMBER                      OF 2026  
OF THE CITY OF SARNIA

**“A By-Law to Authorize an Agreement with Van Roestel Contracting Ltd.” (Re: 26-02 Clearwater Ball Diamond #1 Upgrades)**

**WHEREAS** it is deemed expedient that The Corporation of the City of Sarnia enter into a Construction Agreement with Van Roestel Contracting Ltd.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SARNIA ENACTS AS FOLLOWS:

1. That The Corporation of the City of Sarnia is authorized to enter into a Construction Agreement with Van Roestel Contracting Ltd., in the general form attached to this By-Law.
2. That the Mayor and Clerk are authorized to execute such Agreement and related documents, as may be necessary to affect its intent, and to affix to it the Corporate Seal of The Corporation of the City of Sarnia.

**By-Law Read a First, Second and Third time this 22 day of June, 2026.**

---

Mike Bradley  
Mayor

---

Amy Burkhart  
City Clerk

## By-Law #4

**THIS AGREEMENT** made effective as of this 22nd day of June, 2026.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF  
SARNIA**

(hereinafter referred to as the "CITY")

**AND:**

**VAN ROESTEL CONTRACTING LTD.**

(hereinafter referred to as the "Contractor")

**WHEREAS:**

- A. On May 14, 2026, the CITY issued a request for competitive Tender under the title and reference number 26-02 Clearwater Ball Diamond #1 Upgrades, which the Tender closed on June 3, 2026.
- B. The Contractor provided a response dated June 3, 2026 ("the Tender") outlining its ability to provide such services to the CITY, and was the highest proponent under the Tender;

AND,

- C. The CITY and the Contractor wish to set out the terms and conditions relating to the provision of such Services;

**NOW THEREFORE**, the CITY and the Contractor agree as follows:

"Agreement" means this contract between the CITY and the Contractor for the Clearwater Ball Diamond #1 Upgrades

"Services" means those Contractor services set out in 26-02 Clearwater Ball Diamond #1 Upgrades, the Terms of Reference of which are attached hereto as Appendix "A" and the services offered in the Contractor's Work Plan and Objectives, as negotiated with the City, which are attached hereto as Appendix "B", to be performed by the Contractor to the full satisfaction of the CITY.

### **1. SERVICES**

- 1.1. The Contractor will perform those services which are set out in the Terms of Reference of the Tender and the Work Plan and Objectives ("the Services"),

## **By-Law #4**

which are attached as Schedules “A” and “B” respectively to, and which forms an integral part of, this Agreement;

- 1.2. The Contractor agrees to fully perform the Services in a competent, timely and professional manner to the full satisfaction of the CITY within the term and for the price set out herein;
- 1.3. The Contractor will perform the Services to the standards set out in the Tender and the Work Plan and Objectives, whichever is higher.

### **2. TIME FOR PERFORMANCE**

- 2.1. The Contractor shall commence performance of the services on or about the 1st day of August, 2026, and shall forthwith execute and fully complete the Services, to the full satisfaction of the CITY, on or before the 31st day of October, 2026.

### **3. PAYMENT**

- 3.1. The CITY agrees to pay the Contractor for an amount not greater than \$563,637.77 in Canadian Dollars, inclusive of HST.
- 3.2. Invoices are to contain the following information at a minimum:
  - Contractor Name and Address
  - Date of invoice and period during which services or materials supplied
  - Identification of the authority under which services or materials supplied.
  - Description of expense including applicable quantities
  - Amount payable and payment terms
  - Name, title, contact information of person to who payment is to be sent
- 3.3. Upon receipt of the invoice, the CITY shall promptly determine whether the work which is the subject of the invoice is approved and the CITY shall process payment to the Contractor of the amount of the approved portion of the invoice within thirty (30) days of the date of approval of the invoice.
- 3.4. Where the CITY does not approve of any part of the work which is the subject of an invoice, the CITY shall promptly notify the Contractor in writing, of the reason(s) why the work was not approved; and the Contractor shall remedy the work at no additional cost to the CITY before the CITY shall be obliged to pay the unapproved portion of the invoice.
- 3.5. If in the opinion of the CITY the Contractor has failed to comply with or has in any way breached an obligation under this Agreement, the CITY, on having

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provided written notice of such breach to the Contractor, may withhold, in whole or in part, any payment due the Contractor without penalty, expense or liability; and any such hold back amount shall be withheld until the breach has been rectified to the full satisfaction of the CITY.

- 3.6. The CITY may, in order to discharge obligations or satisfy claims against the Contractor or a subcontractor arising out of the execution of the Services, deduct any monies claimed and owing from any amount due and payable to the Contractor under this agreement, and pay it directly to an obligee or claimant.
- 3.7. The CITY may set off any payment due the Contractor against any monies owed by the Contractor to the CITY.

### 4. NOTICE AND ADDRESS

4.1. Any notice required to be given herein or any other communication required by this Agreement shall be in writing and shall be addressed as follows:

- a) **To CITY:** Tom Burnard  
Manager, Park & Facility Services  
The Corporation of the City of Sarnia  
255 Christina Street N.  
Sarnia, Ontario  
N7T 7H2  
  
E-Mail Address: tom.burnard@sarnia.ca
- b) **To the Contractor:** John Van Roestel  
Van Roestel Contracting Ltd.  
13227 Elginfield Road P.O. Box 99  
Lucan, ON  
N0M 2J0  
  
E-Mail Address: john@vrcontracting.ca

4.2. Any notice to be given under this Agreement shall be in writing, and shall be deemed to have been properly given if:

- Delivered by mail, by mailing to that party at their mailing address for notices, and such delivery shall be effective when actually delivered or fifteen (15) business days following mailing, whichever is the earlier;

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- Delivered by fax, by fax transmission to that party's fax number for notices (if any) and such delivery shall be effective on the first business day following the receipt of the fax transmission;
  - Delivered by electronic mail, by electronic transmission to that party's email address for notices (if any) and such delivery shall be effective on the first business day following the receipt of the electronic transmission.
- 4.3. In the case of fax and electronic mail transmission of notices, the party sending the notice shall be solely responsible for ensuring the notice is properly received by the recipient.

### **5. PERFORMANCE OF SERVICES**

- 5.1. The Contractor agrees to exercise all care, skill, and diligence in performing the Services and to comply with all the terms of this Agreement;
- 5.2. The Contractor agrees to furnish all labour, materials, supplies, tools, and all things necessary for the proper and timely total completion of the Services.
- 5.3. The Contractor agrees to use only new materials and supplies of the best quality, of merchantable quality, fit for the intended purpose, and carefully installed or applied in accordance with any manufacturer's specifications and warranty requirements, in performing the Services.
- 5.4. The Contractor warrants that it has independently reviewed the nature of the Services, it is not relying upon any of the CITY representations and it is fully qualified and able to perform the Services by the completion date.
- 5.5. The Supplier acknowledges and accepts that government actions related to declared emergencies may contribute to border delays, shortages in supplies, and other interruptions and fully accepts that these do not, for the purposes of this agreement, constitute force majeure, and the Supplier will plan for those eventualities as much as possible.

### **6. CHANGES TO WORK AND SERVICES**

- 6.1. The Contractor shall not change or omit any part of the Services nor perform any extra or additional work or service requested unless authorized by a prior written change order signed by the CITY.

## **By-Law #4**

- 6.2. The Contractor understands and accepts that any costs, fees or expenses incurred by the Contractor, subcontractor, or sub-Contractor for additional work that is not reflected in a prior change order or change directive shall be the Contractor's sole responsibility and the CITY shall not be liable for any claim for compensation or reimbursement of such costs, fees, or expenses in law, in equity or under this Agreement.
- 6.3. The time for performance and completion of the Services shall not be extended unless such change in time has been expressly agreed to by the CITY in writing.

### **7. EXPEDITE THE WORK**

- 7.1. At any time, upon notice from the CITY, the Contractor shall make all reasonable efforts to expedite the Services and shall make all best efforts to ensure the timely and scheduled completion of the Services, at no additional cost to the CITY.
- 7.2. Failure by the Contractor to do so when requested by the CITY may be grounds for termination of this Agreement, in addition to all other remedies which may be available to the CITY, under this Agreement, at law or in equity.

### **8. PERSONNEL**

- 8.1. At any time, upon request of the CITY, the Contractor shall remove within three (3) days any worker of the Contractor (whether employed or otherwise engaged by the Contractor) who, in the opinion and sole discretion of the CITY, is deemed to be unsuitable and the Contractor shall thereafter replace that worker with one who is acceptable to the CITY.
- 8.2. At any time, upon reasonable notice from the CITY, the Contractor shall replace any subcontractor whom the CITY acting reasonably has deemed to be unsuitable and thereafter the Contractor shall replace that subcontractor with one who is acceptable to the CITY. In the event such replacement of subcontractor results in an addition or reduction to the Agreement price and term, these may be adjusted by the differences caused by such replacement.
- 8.3. The CITY and the Contractor, having recognized that the following personnel is/are critically important to the successful performance of the Services, agree that the following individuals will remain fully employed in performing the Services and the Contractor will not, without the prior written consent or agreement of the CITY, remove or reassign this/these individuals during the

## **By-Law #4**

term of this Agreement as long as such individual(s) remain(s) in the employ of the Contractor:

John Van Roestel, Owner  
Theo Van Roestel, Site Superintendent  
Kevin Brock, Foreman

### **SUBCONTRACTORS**

Turf Drainage Systems Ltd.  
Fortress Fencing  
3-Phase Electrical

## **9. INTELLECTUAL PROPERTY**

- 9.1. The Contractor represents and warrants that:
- a. its performance of the Services and any product(s) used in performing the Services are original and owned by it or have been validly and properly licensed by the Contractor as to all necessary intellectual property rights;
  - b. no performance of the Services or products used in performance of the Services will or do violate or infringe upon any intellectual property rights of any other person or entity; and,
  - c. it will indemnify and save harmless the CITY from any costs, liabilities, damages or expenses, including reasonable legal fees and expenses arising, directly or indirectly, out of any proven or alleged breach of these warranties.
- 9.2. Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the Services or conceived, developed or first actually reduced to practice in performing the Services, (herein called "the Intellectual Property") shall vest in the CITY and the Contractor hereby absolutely assigns to the CITY all in the Intellectual Property.
- 9.3. The Contractor shall ensure that its contractual relations with employees and sub-Contractors preserve all Intellectual Property rights for the CITY and shall cooperate with the CITY and assist it in obtaining any patent or other form of legal protection for such inventions or know-how for no additional compensation (other than the coverage of the Contractor's reasonable out of pocket expenses).

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### 10. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES

- 10.1. In the event that the Contractor is in default in respect of any its obligations hereunder, the CITY may do any acts as it deems necessary to rectify such default including the deduction or set off of the cost of such rectification against any payments due, or becoming due, to the Contractor under this or any other contract with the CITY.
- 10.2. The Contractor may not assign or delegate the Services to be performed under this Agreement, or any part thereof, without the prior written consent of the CITY.
- 10.3. Where the Contractor proposes to assign monies owing to it under this Agreement, the prior written consent the Treasurer of the CITY must be obtained.
- 10.4. The Contractor shall keep proper accounts and records of the Services for a period of seven (7) years after the expiry or termination of this Agreement. At any time during the term of this Agreement, and for the seven (7) year period following the expiry or termination of the Agreement, the Contractor shall promptly produce such accounts and records upon the CITY's request.
- 10.5. Any information obtained from, or concerning any department of the CITY, or clients of any department of the CITY, by the Contractor, its agents or employees in the performance of the Services, or of any other contract, shall be confidential. The Contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person, and shall maintain confidential and secure all material and information that is the property of the CITY and in the possession or under the control of the Contractor. This clause survives termination or expiry of this Agreement.
- 10.6. The Contractor shall notify the CITY immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Services under this Agreement.
- 10.7. The Contractor represents warrants and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect their objectivity in the performance of their duties under this Agreement. Should an event giving rise to such a conflict of interest occur, the Contractor shall immediately notify the CITY in writing, and present a plan whereby the conflict may be managed. Upon

## **By-Law #4**

receipt of such a notice, the CITY may, in its sole and absolute discretion, elect to terminate this Agreement, or continue with this Agreement subject to the Contractor's satisfactory compliance with the conflict management plan.

- 10.8. In the event that the provision of these Services creates a conflict with any other party that the Contractor may represent, and the other party to which services are being rendered shall be advised of the conflict immediately.

### **11. TERMINATION**

- 11.1. The CITY may terminate this Agreement at any time without penalty upon giving written notice to the Contractor, if, in the sole opinion of the CITY:

- The Contractor's performance of the Services is persistently faulty or below the required standard, or the Contractor is unable to deliver the Service as contracted (becomes 'not responsible');
- The Contractor becomes insolvent or commits an act of bankruptcy;
- An actual or potential labour dispute delays or threatens to delay timely performance of the Services; or,
- The Contractor defaults or fails to observe the terms and conditions of this Agreement in any material respect.

- 11.2. This Agreement shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the CITY for work performed up to the date of termination.

### **12. SUSPENSION OF WORK**

- 12.1. The CITY may in its sole discretion at any time upon notice to the Contractor in writing suspend the performance of the Services in whole or in part, for a specified or unspecified time.

- 12.2. Upon receiving notice of the suspension, the Contractor shall immediately suspend all operations concerning that identified portion of the Services, except work necessary in the opinion of the CITY, to care for, preserve and protect the Services.

- 12.3. During the period of suspension, the Contractor shall only be entitled to be reimbursed for its reasonable, proper and actual expenses in caring for,

## **By-Law #4**

preserving and protecting the work product.

- 12.4. Should the period of suspension of the Services, in whole or in part, last longer than thirty (30) consecutive days or such longer period as the parties may agree upon in writing, either party to this Agreement may consider the Agreement to be terminated by mutual agreement without further liability.

### **13. PERFORMANCE**

- 13.1. If the Contractor fails to comply with any decision or direction of the CITY made with respect to the Services, or fails to take steps satisfactory to the CITY to correct any defect, delay, deficiency or default within seven (7) days of being given written notice by the CITY to do so, the CITY may, upon notice to the Contractor, take the Services or a portion thereof out of the Contractor's hands and employ such methods and/or other Contractors as the CITY deems advisable, to do that which the Contractor failed to do, at the Contractor's entire cost and expense.
- 13.2. If the Contractor defaults, fails to perform its obligations under this Agreement in whole or in part, or if in the sole discretion of the CITY the quality of work or the contract management practice of the Contractor is unsatisfactory, the CITY may deem the Contractor to be "not responsible" for the purpose of other proposals or tenders.

### **14. ALTERNATIVE DISPUTE RESOLUTION**

- 14.1. The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them, which negotiations shall not terminate until the President of the Contractor (or designate) and the Chief Administrative Officer of the CITY (or designate), shall have considered the dispute.
- 14.2. The Parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 14.3. If the dispute is not resolved in the foregoing manner, then the dispute shall be finally settled by arbitration and this Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings. The arbitration shall take place in Sarnia, Ontario unless otherwise agreed.

## **By-Law #4**

- 14.4. Within twenty (20) days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties (acting reasonably) shall jointly appoint a single arbitrator.
- 14.5. If the Parties are unable to appoint a single arbitrator within the said 20-day period, then the Contractor shall appoint one arbitrator and the CITY shall appoint one arbitrator, both such arbitrators to be appointed within ten (10) days after the end of the aforementioned 20-day period, with a third arbitrator then being selected by those two arbitrators within five (5) days following their appointment. The third arbitrator shall alone conduct the arbitration. The arbitration will be final and binding and not subject to appeal and the procedures and substance of the arbitration will be governed by the Arbitration Act, (Ontario).
- 14.6. Notwithstanding the foregoing, the CITY may at its option refer a particular dispute regarding confidential information, frustration or fundamental breach of the Agreement to the Ontario Court of Justice and not to Arbitration.

### **15. FORCE MAJEURE**

- 15.1. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
- 15.2. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.
- 15.3. Should the Force Majeure event last for longer than thirty (30) days, the CITY may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind.

### **16. INDEMNITY AND INSURANCE**

- 16.1. The Contractor will indemnify and save the CITY, its employees, and agents harmless from and against all claims, demands, losses, damages, causes of action, costs and expenses made against or incurred, suffered or sustained by the CITY at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the

## By-Law #4

Contractor or of any agent, employee, officer, director or sub-Contractor of the Contractor pursuant to this agreement, excepting liability arising out of the independent negligent acts of the CITY.

16.2. The Contractor shall without limiting its obligations or liabilities hereto, obtain, maintain and pay for during the period of this Agreement, the following insurance:

- Workers' Safety and Insurance Board (WSIB) coverage;
- All motor vehicles, watercraft or snow craft used by the Contractor in the performance of the Agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property; and,
- Commercial General Liability insurance with limits of not less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:
  - Products and Completed Operations;
  - Owners & Contractors Protective;
  - Contractual Liability;
  - Broad Form Property Damage;
  - Personal Injury;
  - Cross Liability and Severability of Interest;
  - Medical Payments;
  - Non-Owned Automobile Liability including contractual liability;
  - Contingent Employers Liability;
  - Employees as Additional Insureds; and,
  - Underground Property Damage (in respect to any work involving ground disturbance).

16.3. The insurance policies required under this Agreement shall name the CITY, its directors, officers, employees, agents and Contractors as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interest clauses. Such insurance shall be primary without right of contribution from other insurances available to the CITY, and shall extend to cover the employees of the insureds hereunder.

## **By-Law #4**

- 16.4. All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) days' written notice to the CITY prior to any insurance policies being materially altered, cancelled, or terminated by the insurers.
- 16.5. The Contractor shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Contractor's liability is not capped to the amount of and scope of coverage required under the agreement.
- 16.6. The Contractor shall deposit with the CITY prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the CITY and with insurance companies satisfactory to the CITY, and shall provide evidence of continuing coverage on request.

### **17. GENERAL TERMS**

- 17.1. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the Agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 17.2. This Agreement shall be to the benefit of, and be binding on the respective administrators, successors and permitted assigns of each of the parties hereto.
- 17.3. Time shall in every respect be of the essence of this Agreement.
- 17.4. The Contractor is an independent Contractor with the CITY and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY and the Contractor.
- 17.5. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' safety and compensation and the Ontario Income Tax.

## By-Law #4

- 17.6. This Agreement shall be interpreted and governed in accordance with the laws of Ontario and the laws of Canada as they apply in Ontario.
- 17.7. No waiver by either party of any breach of any term, condition or covenant of this Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 17.8. The failure of either party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 17.9. This contract comprises the entire Agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the Services to be provided by the Contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of signature of this Agreement.
- 17.10. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any party by fax or electronically shall constitute valid and effective execution and delivery, but each party shall retain an originally executed copy of the Agreement.

*[Signature page to follow]*

## By-Law #4

### 26-02 Clearwater Ball Diamond #1 Upgrades

**IN WITNESS WHEREOF** the said Parties have hereunto set their hands and seals and the Company has hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

#### THE CORPORATION OF THE CITY OF SARNIA

---

Mike Bradley, Mayor

Date:

---

Amy Burkhardt, City Clerk

Date:

#### VAN ROESTEL CONTRACTING LTD.

---

Name, Title,

Date:

*(I have authority to bind the corporation)*



# By-Law #5 - June 22, 2026

BY-LAW NUMBER      OF 2026  
OF THE CITY OF SARNIA

## **“A By-Law to Authorize an Amendment to Municipality Contribution Agreement with Ontario Lottery and Gaming Corporation”**

---

### **(Re: Amendment to Municipality Contribution Agreement)**

**WHEREAS** it is deemed expedient that The Corporation of the City of Sarnia enter into an Amendment to Municipality Contribution Agreement with the Ontario Lottery and Gaming Corporation.

### **AND WHEREAS**

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SARNIA ENACTS AS FOLLOWS:

1. That the Corporation of the City of Sarnia is authorized to enter into an Amendment to Municipality Contribution Agreement with the Ontario Lottery and Gaming Corporation (OLG) in the general form attached to this By-Law.
2. That the Mayor and Clerk are authorized to execute such Agreement and related documents, as may be necessary to effect its intent, and it affix to it the Corporate Seal of The Corporation of the City of Sarnia.

**By-Law Read a First, Second and Third time this 22 day of June, 2026.**

---

Mike Bradley  
Mayor

---

Amy Burkhart  
City Clerk

**AMENDMENT TO MUNICIPALITY CONTRIBUTION AGREEMENT**

**THIS AMENDMENT TO MUNICIPALITY CONTRIBUTION AGREEMENT**

(this “**Amendment**”) made as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”),

BETWEEN:

**ONTARIO LOTTERY AND GAMING CORPORATION**

(hereinafter referred to as “**OLG**”)

- and -

**THE CORPORATION OF THE CITY OF SARNIA,**

with its administrative office located at 255  
Christina Street North, Sarnia, ON N7T 7N2  
(hereinafter referred to as the “**Municipality**”).

WHEREAS OLG and the Municipality (the “**Parties**” and each a “**Party**”) are parties to that certain Municipality Contribution Agreement dated as of January 10, 2020 (the “**Contribution Agreement**”);

AND WHEREAS capitalized terms that are used but not defined in this Amendment, including in the recitals hereto, have the respective meanings specified in the Contribution Agreement;

AND WHEREAS pursuant to the Contribution Agreement, the Municipality is entitled to receive from OLG in respect of each Operating Year an Annual Contribution, which is defined and calculated by reference to a percentage of Electronic Games Revenue and Live Table Games Revenue, subject to the terms and conditions of the Contribution Agreement;

AND WHEREAS OLG is willing to conduct and manage Sports and Other Betting (as defined below) at the Location, if OLG’s service provider wishes to offer Sports and Other Betting at the Location;

AND WHEREAS the Parties are entering into this Amendment in accordance with Section 19 of the Contribution Agreement for the purpose of amending the manner in which the Annual Contribution will be calculated if and when Sports and Other Betting is operated at the Location;

NOW THEREFORE THIS AMENDMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

# By-Law #5 - June 22, 2026

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## 1. **Amendment to Section 1 (*Definitions*)**

From and after the Effective Date, Section 1 of the Contribution Agreement is hereby amended by inserting the following definitions in such Section in alphabetical order:

“**Sports and Other Betting**” means, (a) with respect to sports betting, the making of a bet or placing of a wager on any actual sport event or any other athletic contest, race or fight, and (b) with respect to other betting, the making of a bet or placing of a wager on (i) video games that are played competitively, (ii) any non-sporting event (for greater certainty, other than Electronic Games and Live Table Games) where real-world factual occurrences are the contingency on which an outcome is determined (“Novelty Events”), and (iii) any pay-to-play sport betting product that allows participants to assemble a virtual team composed of real players in a given sport and compete against other virtual teams based on the performance of those players in real matches. The making of a bet or placing of a wager on horse racing or on a computer-generated presentation of a random number draw that provides sport-like visual presentation for entertainment purposes only, so that the outcome of the “event” is determined by a random number generator rather actual sports, players or Novelty Events, does not constitute Sports and Other Betting;”

“**Sportsbook Revenue**” means, for any period, the sum of net revenue generated from Sports and Other Betting at the Location, if any, calculated in accordance with International Financial reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Sportsbook Revenue will only include the net revenue generated from Sports and Other Betting at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location;”

## 2. **Amendments to Section 3 (*Payments*)**

From and after the Effective Date, Section 3(a) of the Contribution Agreement is amended by deleting the provisions thereof in their entirety and replacing them with the following:

### “3 **Payments**

(a) During the Term and subject to the terms and conditions of this Agreement, the Municipality shall be entitled to receive from OLG in respect of each Operating Year the amount (the “**Annual Contribution**”) equal to the sum of (A) + (B) + (C), where:

(A) is the aggregate (without duplication) of:

## By-Law #5 - June 22, 2026

- 3 -

(i) 5.25% of the Electronic Games Revenue, if any, generated in such Operating Year that is less than or equal to \$65 million; plus

(ii) 3.00% of the Electronic Games Revenue, if any, generated in such Operating Year, that is more than \$65 million and less than or equal to \$200 million; plus

(iii) 2.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than \$200 million and less than or equal to \$500 million; plus

(iv) 0.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than \$500 million;

(B) is 4.00% of Live Table Games Revenue, if any, generated during such Operating Year; and

(C) is 4.00% of Sportsbook Revenue, if any, generated during such Operating Year.”

### 3. **Amendment to Exhibit A (*Calculation of Annual Contribution*)**

From and after the Effective Date, Exhibit A of the Agreement is amended by deleting the provisions thereof in their entirety and replacing them with Exhibit A attached to this Amendment.

### 4. **Effect of Amendment on Contribution Agreement**

Except as modified by this Amendment, the Contribution Agreement remains unchanged and in full force and effect.

### 5. **Electronic Execution**

Delivery of an executed signature page to this Amendment by either Party by electronic transmission will be as effective as delivery of a manually executed copy of this Amendment by such Party.

[The next page is the signature page.]

**By-Law #5 - June 22, 2026**

IN WITNESS WHEREOF the Parties have executed this Amendment as of the Effective Date.

**ONTARIO LOTTERY AND GAMING CORPORATION**

**CORPORATION OF THE CITY OF SARNIA**

by \_\_\_\_\_  
Name:  
Title:  
Date:

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

(“I have the authority to bind OLG.”)

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

(“I/We have the authority to bind the Municipality.”)

# By-Law #5 - June 22, 2026

## EXHIBIT A

### Calculation of Annual Contribution

For example and by way of illustration only: if the Electronic Games Revenue, the Live Table Games Revenue and the Sportsbook Revenue for an Operating Year is \$650 million, \$100 million and \$10 million respectively and as further described in Table A below, then the applicable Annual Contribution for such Operating Year would be \$20,112,500.

**TABLE A**

	Electronic Games Revenue (in millions)	Live Table Games Revenue (in millions)	Sportsbook Revenue (in millions)	Annual Contribution Quarterly Payment (in millions)
Operating Year Quarter No. 1 (March 1 – June 30)	\$100	\$25	\$2.5	$[(0.0525 \times \$65) + (0.03 \times \$35)] + [0.04 \times \$25] + [0.04 \times \$2.5] = \$5.5625$
Operating Year Quarter No. 2 (July 1 – September 30)	\$175	\$22	\$2.2	$[(0.03 \times \$100) + (0.025 \times \$75)] + [0.04 \times \$22] + [0.04 \times \$2.2] = \$5.843$
Operating Year Quarter No. 3 (October 1 – December 31)	\$170	\$23	\$2.3	$[0.025 \times \$170] + [0.04 \times \$23] + [0.04 \times \$2.3] = \$5.262$
Operating Year Quarter No. 4 (January 1 – March 31)	\$205	\$30	\$3.0	$[(0.025 \times \$55) + (0.005 \times \$150)] + [0.04 \times \$30] + [0.04 \times \$3.0] = \$3.445$
Total	\$650	\$100	\$10	\$20.1125

# By-Law #6 - June 22, 2026

BY-LAW NUMBER                      OF 2026  
OF THE CITY OF SARNIA

## **“A By-Law to Authorize Drainage Works within the Goldie-Lewis Drain in the City of Sarnia.”**

**(Re: Goldie-Lewis Drain)**

**WHEREAS** it is deemed expedient that The Corporation of the City of Sarnia in the County of Lambton in accordance with the provisions of the Drainage Act, R.S.O. 1990, c.D.17, s.78 (minor improvement) as amended, requests that the replacement of five access culverts located at Lot 5 and Lot 6, Concession 7, in the City of Sarnia, be completed and that the repair of one access culvert located at Lot 4, Concession 7 be completed.

**AND WHEREAS** the Municipal Council of The Corporation of the City of Sarnia in the County of Lambton has procured a report made by Ray Dobbin, P.Eng., of R. Dobbin Engineering and the report is attached hereto and forms part of this By-Law;

**AND WHEREAS** the estimated total cost of constructing the drainage works is ONE HUNDRED FORTY-SEVEN THOUSAND AND FOUR HUNDRED FIFTY-NINE (\$147,459.00);

**AND WHEREAS** the sum of TWENTY-SIX THOUSAND AND EIGHT HUNDRED FIFTY-FOUR (\$26,854.00) is the amount to be contributed by the municipality for construction of the drainage works;

**AND WHEREAS** the Municipal Council of The Corporation of the City of Sarnia is of the opinion that the drainage of the area is desirable;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SARNIA, PURSUANT TO THE DRAINAGE ACT, ENACTS AS FOLLOWS:

1. That the report dated November 4, 2025, and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the City of Sarnia may borrow on the credit of the Corporation the amount of \$147,459.00 being the amount necessary for construction of the drainage works.
3. That the Corporation may allow local improvements for the amount borrowed less the total amount of,
  - a) grants received under section 85 of the Act;

## By-Law #6 - June 22, 2026

- b) allowances received under section 29 and 30 of the Act;
- c) money paid under subsection 61(3) of the Act; and
- d) money assessed in and payable by another municipality or road authority,

and such local improvements shall be made payable within FIVE (5) years for borrowed amounts between \$500.00 and \$5,000.00 and within TEN (10) years for borrowed amounts greater than \$5,000.00 from the date of the local improvement and shall bear an interest rate established at time of the local.

- 4. That all assessments less than \$500.00 are payable within 30 days from the date of invoice.
- 5. That By-Law 13 of 2026 is hereby repealed.

This By-Law comes into force and effect on the final passing thereof and may be cited as the "Goldie-Lewis Drain By-Law."

**By-Law Read a First, Second and Third time this 22 day of June, 2026.**

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Mike Bradley  
Mayor

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Amy Burkhart  
City Clerk

## By-Law #6 - June 22, 2026



4218 Oil Heritage Road  
Petrolia, Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233  
www.dobbineng.com

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November 4, 2025

The Mayor and Council  
255 North Christina Street  
P. O. Box 3018  
Sarnia, Ontario  
N7T 7N2

Mayor and Council,

Re: Goldie Lewis Drain

In accordance with your instructions, we have undertaken an examination of the Goldie Lewis Drain with regards to the replacement of four access culverts, the repair of one access culvert and the future maintenance and repair of the remaining access culverts along the length of the drainage works.

### Authorization under the Drainage Act

This Engineer's Report has been prepared under section 78 of the Drainage Act.

Section 78 of the Drainage Act states that, where, for the better use, maintenance or repair of any drainage works constructed under a bylaw passed under this Act, or of lands or roads, it is considered expedient to change the course of the drainage works, or to make a new outlet for the whole or any part of the drainage works, or to construct a tile drain under the bed of the whole or any part of the drainage works as ancillary thereto, or to construct, reconstruct or extend embankments, walls, dykes, dams, reservoirs, bridges, pumping stations, or other protective works as ancillary to the drainage works, or to otherwise improve, extend to an outlet or alter the drainage works or to cover the whole or any part of it, or to consolidate two or more drainage works, the Council whose duty it is to maintain and repair the drainage works or any part thereof may, without a petition required under section 4 but on the report of an

## By-Law #6 - June 22, 2026

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Engineer appointed by it, undertake and complete the drainage works as set forth in such report.

A request was received by the City of Sarnia to replace an access culvert on the drainage works due to the deteriorating condition of the culvert and endwalls.

### Existing Drainage

The existing drainage works consists of a channel located on the south side of Michigan Line that outlets to the Pulse Creek on the east side of Brigden Road. It extends east to a point approx. 152 metres east of the centre of Lot 4, a distance of approx. 1,656 metres.

The drainage works provides outlet to the Goldie Lewis Drain Branch on the west side of the NE1/4 Lot 4.

Under an Engineer's Report dated May 19, 1975, the channel was deepened and improved and relocated south onto private lands. There were 8 access culverts installed under this Report with extensions.

Under an Engineer's Report dated May 16, 1986, the Goldie Lewis Drain Branch was improved with the construction of a covered drain to accommodate subsurface flow plus most of the surface flow. The existing channel was backfilled to form a swale to accommodate surplus flow with dyking on the west side through natural depressions. The drain extended south along the east side of the centreline of Lot 4 from the Goldie Lewis Drain to the north limit of the SE1/4 Lot 4.

Under an Engineer's Report dated September 5, 2003, improvements were made to the channel across the frontage of the NW1/4 Lot 6 including a new access culvert with a length of 42 metres and resloping of the south sideslope.

### Onsite Meeting

An onsite meeting was held on October 27, 2023. All landowners in the watershed were invited to attend. At this meeting, it was explained that a request had been made to replace an access culvert that was in

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poor shape and to incorporate a secondary access (Culvert No. 3) that has been constructed. The Owner of Culvert No. 6 has requested that a longer culvert be installed. All other access culverts were to be examined and replaced as necessary.

### Discussion

Culvert no. 3 has been recently constructed at the cost of the Owner in 2022. This access culvert is designated as the second access to the property and is the responsibility of the Owner to maintain and repair.

All access culverts were inspected along the length of the drainage works and several were found to be in poor shape. A description on the culvert investigation is included in the Specification of Work.

The Report will specify that Culvert No. 6 be constructed with a 10 metre length. The Owner has requested a longer culvert. The cost of the extra length of culvert and granular bedding and backfill shall be assessed to the Owner.

I spoke to the Owner of 2465 Michigan Line and inspected the culvert. While I recommend its replacement, the Owner feels that it is sufficient for his needs in the short term. Therefore, specifications for its replacement in the future are included.

I met with the Owner of 2547 Michigan Line and inspected the culvert. He agrees that the culvert should be replaced.

### Recommendations

It is therefore recommended that the following work be carried out:

1. Culvert No. 4 shall be replaced in the NWpt.W1/2 Lot 5, Concession 8.
2. Culvert No.5 shall be replaced in the Npt.W1/2 Lot 5, Concession 8.
3. Culvert No.6 shall be replaced in the Npt.W1/2 Lot 5, Concession 8.

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4. Culvert No. 7 shall be replaced in the E1/2 Lot 6, Concession 8. The culvert shall be lengthened at the request of the Owner.
5. The west end of Culvert No. 8 shall be repaired.
6. Future specifications for the future replacement or maintenance and repair for all other access culverts located along the length of the drainage works shall be provided.
7. The Schedule of Maintenance for the open channel shall be updated.

### Design

The farm culverts shall be sized to accommodate a 1 in 2-year storm. All culverts have been designed in accordance with engineering principles and standards.

### Estimate of Cost

It is recommended that the work be carried out in accordance with the accompanying Specification of Work and the Profile, which form part of this Report. There has been prepared an Estimate of Cost in the amount of \$120,259.00 including engineering of the report, attending the Meeting to Consider the Report, and attending the Court of Revision. An estimate for tendering, contract administration and inspection has been provided as part of the estimate. Appearances before appeal bodies have not been included in the cost estimate.

A plan has been prepared showing the location of the work and the approximate drainage area. A profile is included showing the depths and grades of the proposed work.

### Assessment

As per section 21 of the Drainage Act, the Engineer in his report shall assess for benefit and outlet for each parcel of land and road liable for assessment.

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Lands, roads, buildings, utilities, or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance, or repair of a drainage works may be assessed for benefit. (Section 22)

Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse may be assessed for outlet. The assessment for outlet shall be based on the volume and rate of flow of the water artificially caused to flow into the drainage works from the lands and roads liable for such assessments. (Section 23)

The Engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works. (Section 24)

A Schedule of Assessment for the lands and roads affected by the work and therefore liable for the cost thereof will be prepared as per the Drainage Act. Also, assessments may be made against any public utility or road authority, as per Section 26 of the Drainage Act, for any increased cost for the removal or relocation of any of its facilities and plant that may be necessitated by the construction or maintenance of the drainage works. Items to be assessed under Section 26, as specified, shall be tendered separately with the actual cost plus a portion of the engineering (25% of the construction cost).

The estimated cost of the drainage works has been assessed in the following manner:

1. Culverts No. 4, 5, 6 and 7 have been assessed with approximately 50% of the cost applied as a benefit assessment to the owner of the property, 17% assessed as benefit to the road authority, and the remainder of the cost has been assessed as outlet assessment to upstream lands and roads based on equivalent hectares.
2. The repair to the east end of Culvert No. 9 has been assessed with approximately 50% of the cost applied as a benefit assessment to the owner of the property, 17% assessed as benefit to the road

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authority, and the remainder of the cost has been assessed as outlet assessment to upstream lands and roads based on equivalent hectares.

3. The cost of restoration of the culverts with pavement are assessed to the benefitting properties as a special benefit assessment. The amounts shown for the special benefit assessments includes a factor for engineering and contract administration. This special benefit is not eligible for agricultural grant. The amount shall be prorated as part of the construction costs.
4. A portion of the cost of engineering and preparation of the Report have been assessed as benefit assessment to those access culverts designated to be replaced in the future.

Any Owner who requests a longer access culvert shall be assessed the extra cost of the culvert and granular bedding and backfill.

### Allowances

Under section 29 of the Drainage Act, the Engineer in his report shall estimate and allow in money to the Owner of any land that it is necessary to use for the construction or improvement of a drainage works or for the disposal of material removed from a drainage works. This shall be considered an allowance for right of way.

Under section 30 of the Drainage Act, the Engineer shall determine the amount to be paid to persons entitled thereto to damage, if any, to ornamental trees, fences, land, and crops occasioned by the disposal of material removed from a drainage works. This shall be considered an allowance for damages.

Allowances have been made, where appropriate, as per section 30 of the Drainage Act for damages to lands and crops. Allowances for crop loss are based on \$2,000.00 per hectare for the first year and \$1,000.00 for the second year (\$3,000.00 per hectare total).

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### Access and Working Area

Access for replacement of the access culverts shall be from Michigan Line.

The working area at each culvert shall extend 10 metres south from the top of the south bank and for 10 metres east and west along the south side of the channel measured from the centreline of the culvert.

Access for the repair and maintenance of the channel shall be from Michigan Line using existing lanes and along the length of the drainage works.

The working area for the channel maintenance and repair shall be from the south side of the drain except along finished lawns, where channel improvement shall be carried out from the road side. The working area shall extend 15 metres from the top of bank that the equipment is working from.

### Drain Classification and Authorizations

The Goldie Lewis Drain is classified as a class "E" drain for the entire length according to the Ontario Ministry of Agriculture, Food and Rural Affairs Mapping. The channel outlets to the Pulse Creek drain which is also classified as a class "E" drain.

Type "E" drains have permanent flow, have sensitive fish species present and have a restricted activity timing window. A class authorization is required from Fisheries and Oceans Canada and a permit is required from St. Clair Conservation Authority.

The proposed work shall be carried out during low flows in the channel. The work area is to be maintained in a dry condition during construction by the Contractor.

### Restrictions

No trees and shrubs shall be planted nor shall permanent structures be erected within 10 metres of either side of the proposed drain without

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prior written permission of Council. If trees are planted that interfere with access for future maintenance of the drainage works, they shall be removed at the expense of the landowner.

Attention is also drawn to sections 80 and 82 of the Drainage Act that refer to the obstruction of a drainage works.

### Agricultural Grant

It is recommended that application for subsidy be made for eligible agricultural properties. Any assessments against non agricultural properties are shown separately in the Schedule of Assessment.

### Existing Private Drainage

Landowners shall be responsible to mark all subsurface drains from his property in the vicinity of each access culvert. The Contractor shall be responsible for damage to subsurface drains marked by the landowners.

### Maintenance

The channel shall be maintained to the Specifications contained in the Engineers Report dated May 19, 1975 and the Specifications contained in this Report. The cost of maintenance and repair shall be assessed out using the total of the benefit and outlet assessments contained in the Schedule of Maintenance.

The cost of trucking less the cost of levelling the excavated material is not currently eligible for agricultural grant. Any Landowner who requests the trucking of excavated material shall be invoiced 100% of the extra cost less the cost of levelling. Any trucking required across finished lawns shall be assessed as above.

The costs of maintenance and repair and future replacement of the access culverts along the length of the drainage works shall be assessed as follows:

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1. Culvert No. 1 consists of 42 metres of 1400 mm dia. corrugated steel pipe with concrete bag endwalls. It was constructed in 2003. The cost of 10 metres of culvert centred on the existing lane plus the two endwalls and including granular backfill over the 10 metre length shall be part of the drainage works and be assessed as per the chart below. The cost of the remainder of culvert shall be assessed to the landowner.
  
2. Culvert No. 3 was constructed in 2022 and is considered the second access to this property. It shall be maintained and repaired at the expense of the Owner.
  
3. Culvert No. 9 consists of 60 metres of 1000 mm dia. corrugated steel pipe with a poured concrete endwall on the east end and no endwall on the west end. The cost of 10 metres of culvert centred on the existing lane plus the two endwalls and including granular backfill over the 10 metre length shall be part of the drainage works and be assessed as per the chart below. The cost of the remainder of culvert shall be assessed to the landowner. If the landowner no longer requires the lawn culvert portion, it shall be deleted as part of the drainage works.

The table below summarizes the split in cost assessment for each access culvert (see above).

Culvert Number	Road Authority	Benefiting Lands	Upstream Properties Based on Equivalent Hectares
1	17%	50%	33%
2	17%	50%	33%
3		100%	
4	17%	50%	33%
5	17%	50%	33%
6	19%	55%	26%
7	20%	60%	20%
8	22%	65%	13%
9	24%	70%	6%
10	25%	75%	

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If an owner requests an additional length of culvert beyond that specified in this report, the extra cost shall be borne by the owner making the request including the future maintenance and repair. Each property is allowed one access culvert for each municipal drain with any second culvert on the property maintained and repaired 100% by the owner.

Any increase in cost as a result of the presence of any Public Utility or Road Authority shall be assessed as a special benefit assessment to that Public Utility or Road Authority.

These above conditions will apply unless otherwise altered under the provisions of the Drainage Act.

All of the above is submitted for your consideration.

Yours truly,



Ray Dobbin, P. Eng.



Goldie Lewis Drain  
 City of Sarnia  
 November 4, 2025

**ALLOWANCES**

Allowances have been made as per Section 30 of the Drainage Act.

Conc.	Lot or part	Roll No.	Owner	Section 30 Damages	Total
8	NWpt.W1/2 L5	382910000225200	M. Sanchioni	90.00	90.00
	pt.Npt.W1/2 L5	382910000225300	M. Kooy	90.00	90.00
	pt.Npt.W1/2 L5	382910000225400	P. Kalar	90.00	90.00
	E1/2 L5	382910000225500	A. Noorloos Ltd.	90.00	90.00
TOTAL ALLOWANCES				\$360.00	\$360.00

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Goldie Lewis Drain  
 City of Sarnia  
 November 4, 2025

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## Estimate of Cost

To replace four access culverts and repair the west end of one access culvert on the Goldie Lewis Drain.

Allowances 360.00

	Quantity	Unit	Material	Labour	Total
Pre Construction Meeting	1	LS		400.00	400.00
Culvert No. 4					
Culvert Removal	1	LS		1,360.00	
S. & I. 1200 mm dia. SaniTite HP Pipe	10	m	7,250.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			13,380.00	6,640.00	20,020.00
Culvert No. 5					
Culvert Removal	1	LS		1,360.00	
S. & I. 1200 mm dia. SaniTite HP Pipe	10	m	7,250.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			13,380.00	6,640.00	20,020.00

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Estimate of Cost (cont'd)

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	Quantity	Unit	Material	Labour	Total
<b>Culvert No. 6</b>					
Culvert Removal	1	LS		1,360.00	
S. & I. 1200 mm dia. SaniTite HP Pipe	10	m	7,250.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			13,380.00	6,640.00	20,020.00
<b>Culvert No. 7</b>					
Culvert Removal	1	LS		1,360.00	
S. & I. 900 mm dia. SaniTite HP Pipe	10	m	5,550.00	1,760.00	
S. & I. Granular					
Stone Bedding	10	t	300.00	440.00	
Granular "B"	70	t	1,750.00	880.00	
Granular "A"	24	t	720.00	440.00	
S. & I. Concrete Blocks	28	ea	3,360.00	1,760.00	
			11,680.00	6,640.00	18,320.00
<b>Culvert No. 9</b>					
Repair Culvert End			710.00	880.00	1,590.00
<b>Restore Asphalt Driveways</b>					
Culvert No. 6		LS		1,500.00	1,500.00
Culvert No. 7		LS		3,000.00	3,000.00
S. & I. Silt Fence	1	ea	360.00		360.00
Construct Sediment Traps/Refuge Pool	1	ea		760.00	760.00
<b>Contingency</b>					<b>3,998.00</b>
<b>Sub Total</b>					<b>90,348.00</b>
Engineering					21,092.00
Contract Administration					7,040.00
SCRCA Fee					400.00
<b>Total Estimate</b>					<b>118,880.00</b>
Non-Recoverable HST (1.76%)					1,379.00
<b>Total Estimate</b>					<b>\$120,259.00</b>

**SCHEDULE OF ASSESSMENT**

To replace five access culverts and repair the west end of one access culvert on the Goldie Lewis Drain.

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Special Benefit	Benefit	Outlet	Total
<b>Agricultural Lands</b>								
8	NW1/4 L6	7.73	382910000224900	K. Fuller				0.00
	E1/2 L6 & Spt.W1/2 L5	21.77	225000	R. Fecht		1,251.00		1,251.00
	pt.W1/2 L5	4.04	225200	M. Sanchioni		13,204.00		13,204.00
	E1/2 L5	18.22	225500	A. Noorloos Ltd.	3,440.00	13,204.00	7,821.00	24,465.00
	W1/2 L4	18.22	225600	I. Tavares			9,114.00	9,114.00
	NE1/4 L4	18.68(1.48)	225800	B. Prins			9,307.00	9,307.00
	SE1/4 L4	20.24	225900	D. Ellis			10,501.00	10,501.00
Gore	L6	cutoff	223700	S. Ferguson				0.00
	L4 & L5	cutoff	223300	736105 Ontario Ltd.				0.00
Total Special Benefit					3,440.00	27,659.00	36,743.00	67,842.00
Total Benefit					27,659.00			
Total Outlet					36,743.00			
Total Agricultural Lands					67,842.00			

Schedule of Assessment (cont'd)

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total
<b>Non Agricultural Lands</b>							
8	pt.W1/2 L5	1.80	225300	M. Kooy	13,204.00	269.00	13,473.00
	pt.W1/2 L5	1.72	225400	P. Kalar	1,720.00	527.00	15,451.00
Gore	pt.NE1/4 L4	1.33	225700	R. McGill	1,144.00	898.00	2,042.00
	pt. L5	cutoff	223600	C. Cammidge			0.00
Total Special Benefit					1,720.00	1,694.00	30,966.00
Total Benefit					27,552.00		
Total Outlet					1,694.00		
Total Non Agricultural Lands					30,966.00		
<b>Public Lands: Roads</b>							
Michigan Line		3.64		City of Sarnia	18,345.00	3,106.00	21,451.00
Total Municipal Lands					18,345.00	3,106.00	21,451.00
					3,106.00		
Total Public Lands: Roads					21,451.00		
Non Agricultural Lands					30,966.00		
Total Agricultural Lands					67,842.00		
<b>Total Assessment</b>					<b>\$120,259.00</b>		

**SCHEDULE OF MAINTENANCE**

To maintain and repair the open channel.

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total	eq. ha.
<b>Agricultural Lands</b>								
8	NW1/4 L6	7.73	382910000224900	K. Fuller	320.00		320.00	7.73
	E1/2 L6 & Spt.W1/2 L5	21.77	225000	R. Fecht	320.00	52.00	372.00	21.77
	pt.W1/2 L5	4.04	225200	M. Sanchioni	160.00	10.00	170.00	4.04
	E1/2 L5	18.22	225500	A. Noorloos Ltd.	320.00	259.00	579.00	18.22
	W1/2 L4	18.22	225600	I. Tavares	320.00	294.00	614.00	18.22
	NE1/4 L4	18.68(1.48)	225800	B. Prins	74.00	352.00	426.00	17.94
	SE1/4 L4	20.24	225900	D. Ellis		397.00	397.00	20.24
Gore	L6	cutoff	223700	S. Ferguson	200.00		200.00	
	L4 & L5	cutoff	223300	736105 Ontario Ltd.	301.00		301.00	
				<b>Total Benefit</b>	<b>2,015.00</b>	<b>1,364.00</b>	<b>3,379.00</b>	
				<b>Total Outlet</b>	<b>1,364.00</b>			
				<b>Total Agricultural Lands</b>	<b>3,379.00</b>			
<b>Non Agricultural Lands</b>								
8	pt.W1/2 L5	1.80	225300	M. Kooy	81.00	12.00	93.00	2.20
	pt.W1/2 L5	1.72	225400	P. Kalar	79.00	19.00	98.00	2.12
	pt.NE1/4 L4	1.33	225700	R. McGill	86.00	34.00	120.00	1.73

Schedule of Maintenance (cont'd)

Conc.	Lot or Part	Affected Hect.	Roll No.	Owner	Benefit	Outlet	Total	eq. ha.
Non Agricultural Lands (cont'd)								
Gore	pt. L5	cutoff	223600	C. Cammidge	49.00		49.00	
				Total Benefit	295.00	65.00	360.00	
				Total Outlet	65.00			
				Total Non Agricultural Lands	360.00			
Public Lands: Roads								
Michigan Line		3.64		City of Sarnia	1,650.00	111.00	1,761.00	14.56
				Total Benefit	1,650.00	111.00	1,761.00	128.77
				Total Outlet	111.00			
				Total Public Lands: Roads	1,761.00			
				Total Non Agricultural Lands	360.00			
				Total Agricultural Lands	3,379.00			
				<b>Total Assessment</b>	<b>\$5,500.00</b>			

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Goldie Lewis Drain  
City of Sarnia  
November 4, 2025

## **SPECIFICATION OF WORK**

### **1. Scope of Work**

The work to be included in this specification includes the replacement of Culverts No. 4, 5, 6 and 7 and the repair of Culvert No. 9 on the Goldie Lewis Drain along Michigan Line between Brigden Road and Waterworks Road in the City of Sarnia. Specifications have been provided for future replacement of access culverts not replaced under this Report.

### **2. General**

Each tenderer must inspect the site prior to submitting their tender and satisfy themselves by personal examination as to the local conditions that may be encountered during this project. The Contractor shall make allowance in the tender for any difficulties which they may encounter. Quantities or any information supplied by the Engineer is not guaranteed and is for reference only.

All work and materials shall be to the satisfaction of the Drainage Superintendent who may vary these specifications as to minor details but in no way decrease the proposed capacity of the drain.

The Contractor shall be responsible for the notification of all utilities prior to the start of construction.

### **3. Plans and Specifications**

This specification of work shall take precedence over all plans and general conditions pertaining to the contract. The Contractor shall provide all labour, equipment, and supervision necessary to complete the work as shown in the plans and described in these specifications. Any work not described in these specifications shall be completed

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according to the Ontario Provincial Standard Specifications and Standard Drawings.

Any reference to the owner contained in these contract documents shall refer to the City of Sarnia or the Engineer authorized by the City to act on its behalf.

### **4. Health and Safety**

The Contractor at all times shall be responsible for health and safety on the worksite including ensuring that all employees wear suitable personal protective equipment including safety boots and hard hats.

The Contractor shall be responsible for traffic control as per the Ontario Traffic Manual Book 7 – Temporary Conditions (latest revision) when working on public road allowances. A copy of a traffic control plan shall be kept on site at all times. The Contractor shall maintain suitable barricades, warning lights, and temporary traffic notices, at his expense, in their proper position to protect the public both day and night. Flagmen are the responsibility of the Contractor when working on the road allowance and when entering or exiting a worksite onto a roadway.

The Contractor shall be responsible to ensure that all procedures are followed under the Occupational Health and Safety Act to ensure that work sites are safe and that accidents are prevented. In the event of a serious or recurring problem, a notice of noncompliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risk. Continuous disregard for any requirement of the Occupational Health and Safety Act could be cause for the issuance of a stop work order or even termination of the contract.

The contractor shall also ensure that only competent workmen are employed onsite and that appropriate training and certification is supplied to all employees.

**5. Workplace Safety and Insurance Board**

The Contractor hereby certifies that all employees and officers working on the project are covered by benefits provided by the Contractor. The WSIB clearance certificate must be furnished prior to the execution of the Contract and updated every 60 days.

**6. Utilities**

The Contractor is responsible for organizing locates and exposing all the utilities along the length of the drainage works. If any utilities interfere with the proposed drainage works in a manner not shown on the accompanying Estimate of Cost or profile the Contractor shall notify the Drainage Superintendent and Engineer.

R. Dobbin Engineering will co-ordinate the relocation of the utilities with the utility company. The engineering co-ordination cost will be assessed to the utility company. All costs for the utility to replace their services will be outside of this report and shall be borne by the utility as per Section 26 of the Drainage Act.

All additional costs to work around the utilities not included in the estimate shall be tracked separately and the cost plus a portion of the engineering (25% of the cost) shall be borne by that utility.

**7. Pre-Construction Meeting**

There is a requirement for a pre-construction meeting to be held prior to any construction taking place. The meeting shall be scheduled by the Contractor. The Landowners, Engineer, and the City of Sarnia shall be notified of the pre-construction meeting at least one week prior.

## **8. Traffic Control**

Access and driveways to private properties shall not be obstructed longer than the minimum time necessary for the work and shall be reinstated as soon as possible all to the satisfaction of the Engineer. The Contractor shall schedule any obstruction of existing driveways and accesses with the owners at least two full working days in advance. The Traffic Plan must be approved by the Municipality prior to the commencement of any road closures.

- a) The Contractor shall supply, erect and maintain all detour signs and special signs necessary for detours to divert traffic from the area under construction as directed by the Drainage Superintendent or Engineer. All this work shall be at the Contractor's expense.
- b) The Contractor shall be responsible for supplying, erecting and maintaining all signs, supports, barricades, flashers, cones, etc. in the construction area and at the boundaries of the work as part of the above detours, all to the satisfaction of the Engineer or Drainage Superintendent. All this work shall be done by the Contractor at their own expense.
- c) The Contractor shall not be allowed to proceed with construction activities unless proper signage and flagmen are present. Flagging procedures, signage and detours shall conform to the recommendations of Book 7, Temporary Conditions, Ontario Traffic Manual, issued by the Ministry of Transportation. Conformance shall be enforced by the Ministry of Labour Inspector.

## **9. Access and Working Area**

Access for replacement of the access culverts shall be from Michigan Line.

The working area at each culvert shall extend 10 metres south from the top of the south bank and for 10 metres east and west along the south side of the channel measured from the centreline of the culvert.

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Access for the repair and maintenance of the channel shall be from Michigan Line using existing lanes and along the length of the drainage works.

The working area for the channel maintenance and repair shall be from the south side of the drain except along finished lawns, where channel improvement shall be carried out from the road side. The working area shall extend 15 metres from the top of bank that the equipment is working from.

### **10. Benchmarks**

The benchmarks are based on geodetic elevations. Elevations are shown on profile drawing. Where these elevations are on existing structures to be replaced, they shall be moved prior to the removal of the culverts.

A level loop must be performed by the Contractor to verify the benchmarks before any construction takes place. Any discrepancies shall be brought to the attention of the Drainage Superintendent and Engineer before construction begins.

### **11. Brushing (Future Maintenance)**

All vegetation, brush, cattails, woody vegetation, and trees shall be mulched using an excavator with mounted grinder. All brush and trees in the sideslopes and bottom of the channel shall be removed in their entirety, piled and burned onsite. Trees too large for grinding shall be cut, piled, and burned on site. Trees shall be cut off at ground level. All mulch should be removed from the channel and added to the burn piles. Any branches laying on the drain banks, top of bank or within the channel shall also be burned. Burning on site shall be subject to guidelines of the MECP. Any permits must be obtained prior to burning through the Municipal Fire Department.

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-SP6-

Certain trees may be left in place at the direction of the Drainage Superintendent or Engineer. Any trees to be salvaged by the Owner shall be removed prior to construction.

For future maintenance, it is recommended that appropriate herbicide application be applied to the stumps, brush, and aftergrowth in late spring/early summer for two years following to maintain control by a properly licensed operator.

### **12. Open Channel Excavation (Future Maintenance)**

The open channel shall be excavated to the depths and grades as shown on the profile contained in the Engineer's Report dated May 19, 1975. The bottom shall be maintained with a rounded bottom with side slopes to be left as undisturbed as possible. A laser level shall be used to guarantee an even grade.

The excavated material shall be placed on private lands south of the channel a minimum of 1.5 metres clear of the top of the bank except where there is a finished lawn. Excavation across finished lawns shall be carried out from the road side and trucked and disposed offsite or elsewhere on each individual property.

The cost of trucking less the cost of levelling the excavated material is not currently eligible for agricultural grant. Any Landowner who requests the trucking of excavated material shall be invoiced 100% of the extra cost of trucking less the cost of levelling. Any trucking required across finished lawns shall be assessed as above.

All surface runs entering the open channel shall be left clear. The excavated material shall be levelled to a maximum depth of 150mm and left in a condition suitable for cultivation. All high spots above grade shall be removed. The sediment shall be removed leaving a rounded bottom. The drain banks shall be excavated to remove vegetation and ensure that a minimum of a 1.5:1 side slope is achieved.

All tiles are to be marked by the landowner. A labourer shall also check for any existing tile drains entering the drain and make every possible effort to not damage them. If a tile is found to be in poor

## By-Law #6 - June 22, 2026

-SP7-

condition or damaged it shall be reported to the Drainage Superintendent or Engineer Designate.

If an owner wishes to truck the excavated material offsite or elsewhere on his property, they may do so under this report with the cost of trucking less the cost of levelling being assessed to that property.

### **13. Installation of Access Culverts**

The Contractor is required to notify the Landowner twenty four (24) hours prior to the removal of a culvert.

This item shall apply to the proposed access culvert replacements along the length of the drainage works:

#### CULVERTS TO BE REPLACED UNDER THIS REPORT:

Culvert No. 4 (2519 Michigan Line) – The existing access culvert consists of 9 metres of 1219 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. The access culvert shall be replaced under this Report with 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

Culvert No. 5 (2537 Michigan Line) – The existing access culvert consists of 9 metres of 1219 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. It shall be replaced under this Report with 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

Culvert No. 6 (2547 Michigan Line) – The existing access culvert consists of 9 metres of 1219 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. It shall be replaced under this Report with 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

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-SP8-

Culvert No. 7 (2577 Michigan Line) – The existing access culvert consists of 9 metres of 1067 mm dia. corrugated steel pipe with concrete bag endwalls (1975). The endwalls have failed, there are holes in the culvert and the pipe is out of round. It shall be replaced under this Report with a 10 metres of 1200 mm dia. corrugated steel pipe or 1050 mm dia. SaniTite HP pipe.

### CULVERTS TO BE REPLACED IN THE FUTURE:

Culvert No. 1 (2437 Michigan Line) – The existing access culvert consists of 42 metres of 1400 mm dia. corrugated steel pipe with concrete bag endwalls (2003). It shall be replaced in the future with a 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe. The remaining length shall be replaced at the direction of and at the expense of the Owner.

Culvert No. 2 (2465 Michigan Line) – The existing access culvert consists of 9 metres of 1370 mm dia. corrugated steel pipe with concrete bag endwalls (1975). It shall be replaced in the future with a 10 metres of 1400 mm dia. corrugated steel pipe or 1200 mm dia. SaniTite HP pipe.

Culvert No. 3 (2465 Michigan Line) – The existing access culvert consists of 9 metres of 1400 mm dia. corrugated steel pipe with concrete block endwalls (2022). It shall be replaced in the future with a 10 metres of 1400 mm dia. corrugated steel pipe or 1050 mm dia. SaniTite HP pipe.

Culvert No. 8 (2633 Michigan Line) – The existing access culvert consists of 9 metres of 1067 mm dia. corrugated steel pipe with concrete bag endwalls (1975). It shall be replaced in the future with a 10 metres of 1200 mm dia. corrugated steel pipe or 900 mm dia. HDPE pipe.

Culvert No. 9 (2645 Michigan Line) – The existing access culvert consists of approx. 60 metres of 914 mm dia. corrugated steel pipe with concrete bag endwalls (after 1975). It shall be replaced in the future with a 10 metres of 750 mm dia. HDPE pipe as part of the

## By-Law #6 - June 22, 2026

-SP9-

drainage works. The remaining length shall be replaced at the direction of and at the expense of the Owner.

Culvert No. 10 (2667 Michigan Line) – The existing access culvert consists of 9 metres of 914 mm dia. corrugated steel pipe with concrete bag endwalls (1975). It shall be replaced in the future with a 10 metres of 750 mm dia. HDPE pipe.

The culverts shall be installed generally in the locations shown on the plan. Any existing culverts and endwalls, including unsuitable or excess material shall be removed entirely from the drain and disposed of off site to a location determined by the contractor, unless otherwise stated. The culverts shall be installed with the invert 10% (minimum 150mm) below the original channel bottom elevation.

The Contractor shall supply and install either SaniTite HP pipe for pipe sizes greater than 900 mm diameter and HDPE smooth wall pipe for pipes sizes 900 mm diameter and less or corrugated steel pipe with the approval of the Drainage Superintendent or Engineer. HDPE pipe shall be 320 kPa with coupler joints. Corrugated steel pipe shall be aluminized or asphalt coated with a minimum wall thickness of 2.8 mm or approved equivalent. All corrugation profiles shall be of helical lock seam manufacture using 68 x 13 mm corrugations for 1600mm dia. pipe and smaller and 125 x 25 mm corrugations for 1800mm dia. pipe and larger. Pipe with 125 x 25 mm corrugations shall be used if 68 x 13 mm corrugations are not available.

Any tile outlets extended as a result of a culvert shall be extended at the landowner's expense. The pipes that shall be extended upstream or downstream of the proposed culvert shall be done with non-perforated HDPE agricultural tubing with a manufactured coupling, elbow and rodent grate.

The bottom of the excavation shall be excavated to a minimum of 100mm below the proposed invert. The pipe shall be bedded with drainage stone from the bottom of the excavation to the spring line of the pipe. Care shall be taken to ensure that the backfill on either side of the culvert does not differ by more than 300mm so that the pipe is not displaced. The pipe shall be backfilled from the spring line to within

## By-Law #6 - June 22, 2026

-SP10-

150mm of finished grade with Granular "B". If, at the discretion of the Drainage Superintendent or Engineer, the existing material is considered suitable as granular "B", then it may be reused. The top 150mm shall be backfilled with compacted 100% crushed granular "A" material to finished grade.

End protection shall consist of concrete blocks with dimensions of approx. 600mm x 600mm x 1200mm, 600mm x 600mm x 2400mm or 300mm x 600mm x 1200mm as required. The top of the pipe shall govern block elevation. The correct block shall be set with the top of the block equal to the top of the culvert. The blocks shall be set at each end of the culvert so that each row of blocks will be offset approx. 100mm from the row below. The bottom row shall consist of one block placed parallel to the culvert. The blocks shall be imbedded a minimum of 300mm into each bank and shall extend into the drain bottom to match the pipe invert or below.

The blocks shall be placed over a layer of filter fabric (Terrafix 270R or approved equal). The culvert shall be backfilled in conjunction with the placement of the blocks. The gaps between the culvert and the blocks shall be filled with concrete cinder blocks/bricks and mortar to give the endwall a finished appearance.

If rip rap ends are to be used, the pipes shall be lengthened to accommodate the travel width plus minimum 1.5:1 sideslopes. The rip rap shall consist of 100 mm x 300 mm quarry stone or approved equal. The area to receive the rip rap shall be graded to a depth of 400mm below finished grade. Filter fabric (Terrafix 250R or approved equal) shall then be placed with any joints overlapped a minimum 600mm. The quarry stone shall then be placed with the smaller pieces placed in the gaps and voids to give it a uniform appearance.

The Contractor shall be responsible for maintenance of the culvert for a period of one year after its installation. This will include repairing any settlement areas on the travel surface with 100% crushed granular "A".

**14. Subsurface Drainage**

The landowner shall be responsible to mark all existing subsurface drain tile and all tile mains. The Contractor shall be responsible to repair all marked tile that are damaged during excavation of the open channel.

The landowner is responsible for the outlet of surface water from the adjacent field to the open channel. Where a washout has occurred erosion protection consisting of rip rap and filter fabric shall be placed at the expense of the landowner.

**15. Silt Fence**

The Contractor shall maintain a dry working area during construction. The Contractor shall install a silt fence downstream of the work area. The silt fence shall consist of filter fabric or manufactured silt fence supported with posts (OPSD 219.110). The silt fence shall remain in place until construction is complete. Any sediment that has collected upstream of the silt fence shall be removed prior to the removal of the silt fence.

**16. Construct Sediment Trap/Refuge Pool**

A sediment trap/refuge pool is to be constructed in the Goldie Lewis Drain downstream of Culvert No. 4. It shall match the width of the existing channel, have a depth of 300 mm and have a length of 6 metres with 1.5:1 sideslopes.

**17. Environmental Considerations**

The following environmental considerations have been specified or are recommended to be included as part of this project to help mitigate any potential adverse impacts of the proposed drainage works on water quality.

- All excavated and stockpiled material shall be placed a minimum of 1.5 metres from the top of the bank. Material shall not be

## By-Law #6 - June 22, 2026

-SP12-

placed in surface water runs or open inlets that enter the channel.

- All granular and erosion control materials shall be stockpiled a minimum of 3.0 metres from the top of the bank. Material shall not be placed in surface water runs or open inlets that enter the channel.
- All activities, including maintenance procedures, shall be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicle and equipment refuelling and maintenance shall be conducted away from the channel, any surface water runs, or open inlets. All waste materials shall be stockpiled well back from the top of the bank and all surface water runs and open inlets that enter the drain.
- All construction in the channel shall be carried out during periods of low flow.
- A heavy-duty silt fence shall be installed at the outlet of the drains at the discretion of the Drainage Superintendent or Engineer Designate.
- The Culvert BMP shall be followed for culvert replacements as outlined in the Guidance Document for Maintaining and Repairing Municipal Drains in Ontario.

### **18. Miscellaneous**

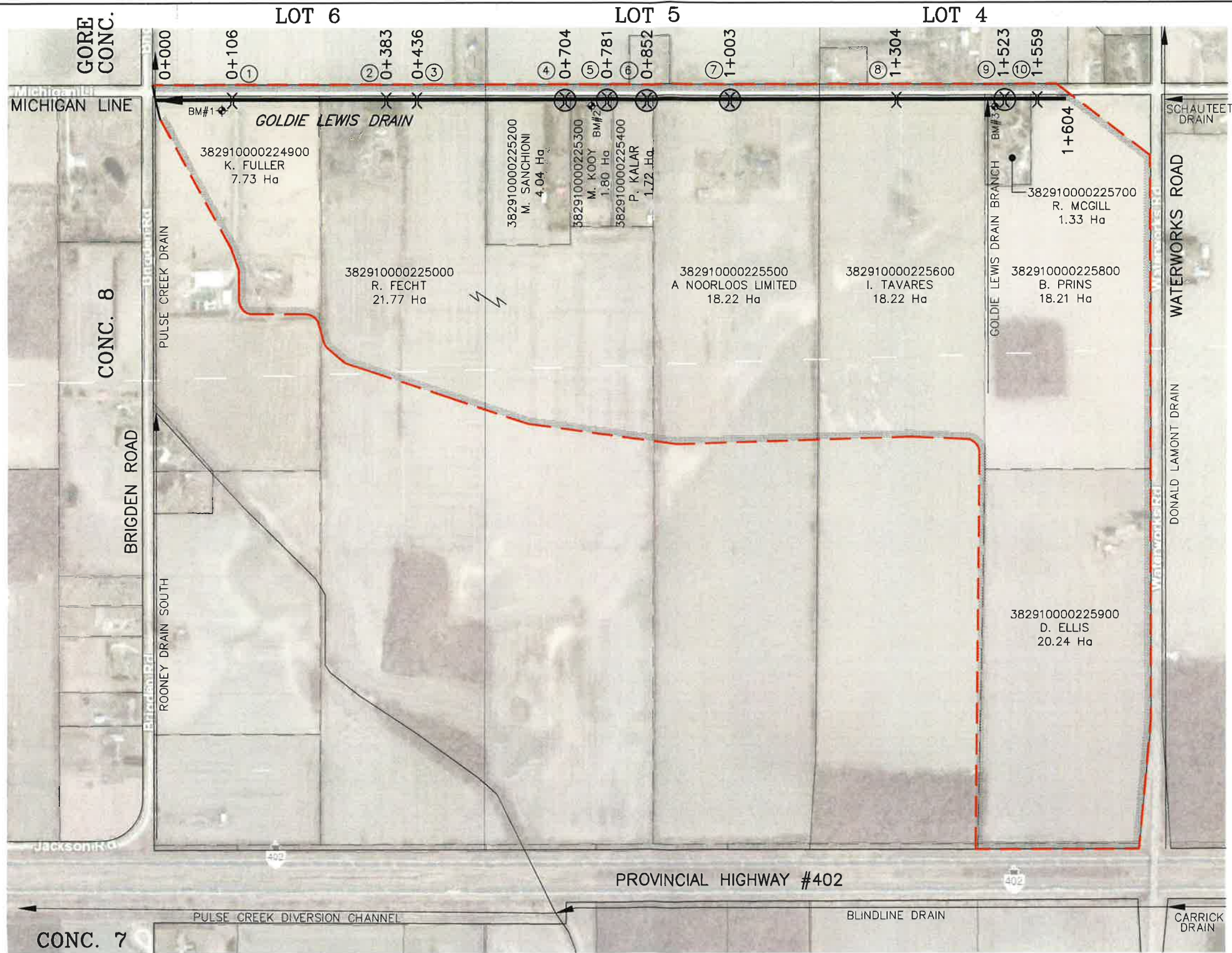
The Contractor shall remove any cross fences necessary to carry out construction operations. Upon completion of the work, the fences shall be reconstructed using existing materials. If existing materials cannot be reused, new material shall be used at the expense of the landowner.

The landowner of each property shall be responsible to mark all of his tile outlets. The landowner shall repair any tile outlets that are not marked and are damaged during construction. The Contractor shall

**By-Law #6 - June 22, 2026**

-SP13-

repair any tile outlets that are marked and damaged during construction.



**LEGEND**

- DRAINAGE AREA
- GOLDIE LEWIS DRAIN
- MUNICIPAL DRAIN
- CULVERT NUMBER
- EXISTING CULVERT
- EXISTING CULVERT TO BE REPLACED
- EXISTING CULVERT TO BE REPAIRED

By-Law #6 - June 22, 2026



4218 Oil Heritage Road  
 Petrolia Ontario, N0N 1R0  
 Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME: Goldie Lewis Drain Plan      PROJECT No. 2023-1555

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
D. MOORES				
DRAWN				
C. SAUNDERS				

SCALE: 1:7500

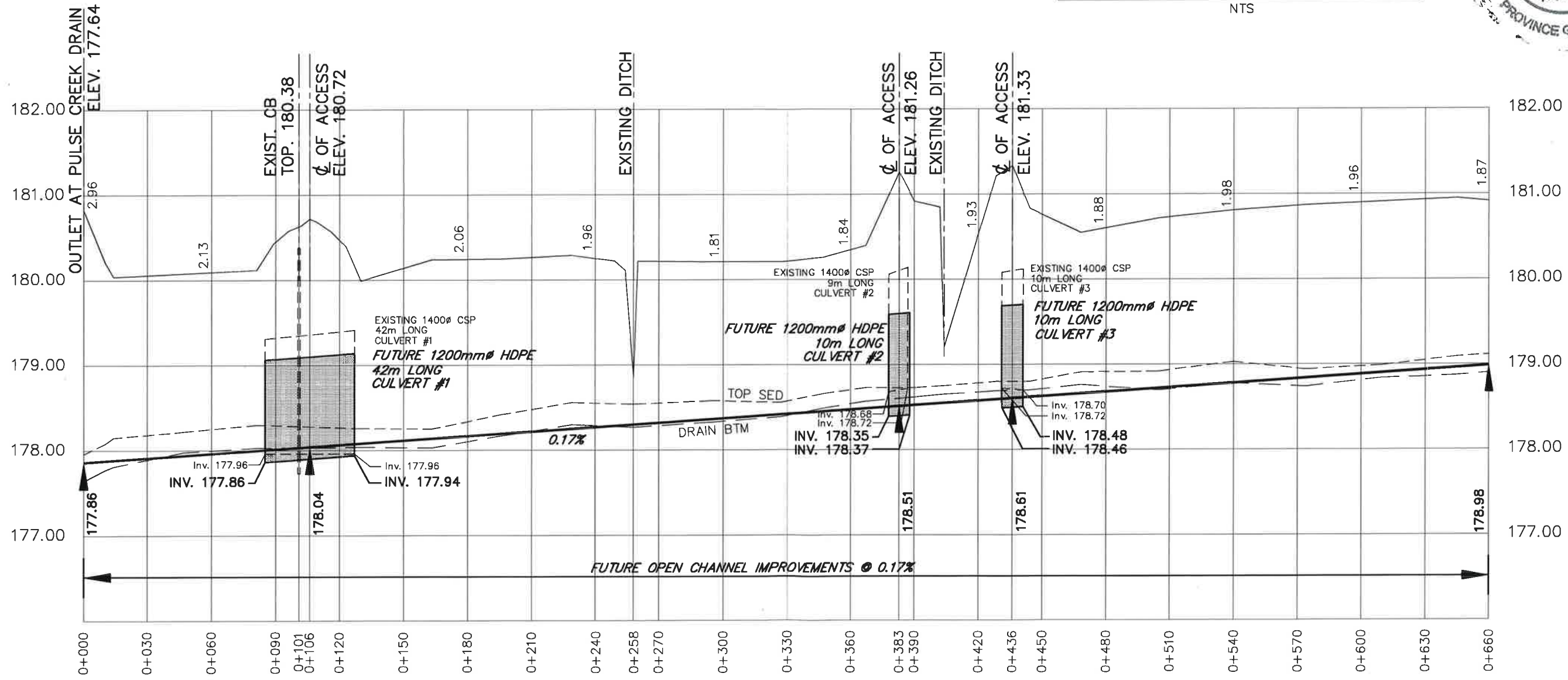
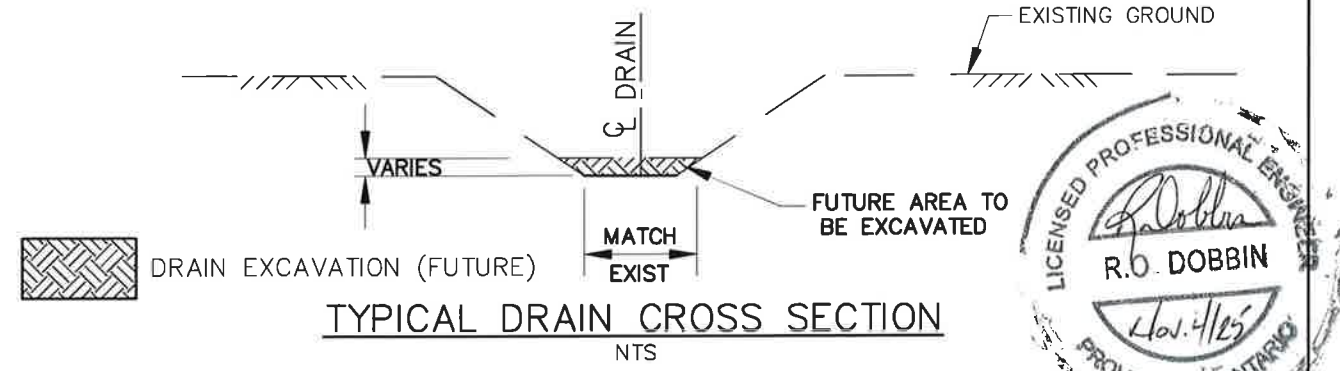
**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**PLAN**

**1**  
**OF 5**

Last Updated: November 04, 2025

**GENERAL NOTES**

1. BENCHMARK No.1 ELEV. 179.31  
TOP OF WEST END OF EXISTING  
1400mmØ CSP AT STATION 0+106
2. UPPER NUMBERS ARE DEPTH FROM TOP OF  
BANK TO FUTURE CHANNEL BOTTOM.



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4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Goldie Lewis Drain Profile 1

PROJECT No.  
2023-1555

APPROVED R. DOBBIN	NO.	REVISIONS	DATE	BY
CHECKED B. VAN RUITENBURG	1	FINAL REPORT	NOV. 04, 2025	CS
DRAWN C. SAUNDERS	SCALE: 1:2,000 0 20 40 60m			

**CITY of SARNIA  
GOLDIE LEWIS DRAIN  
PROFILE**

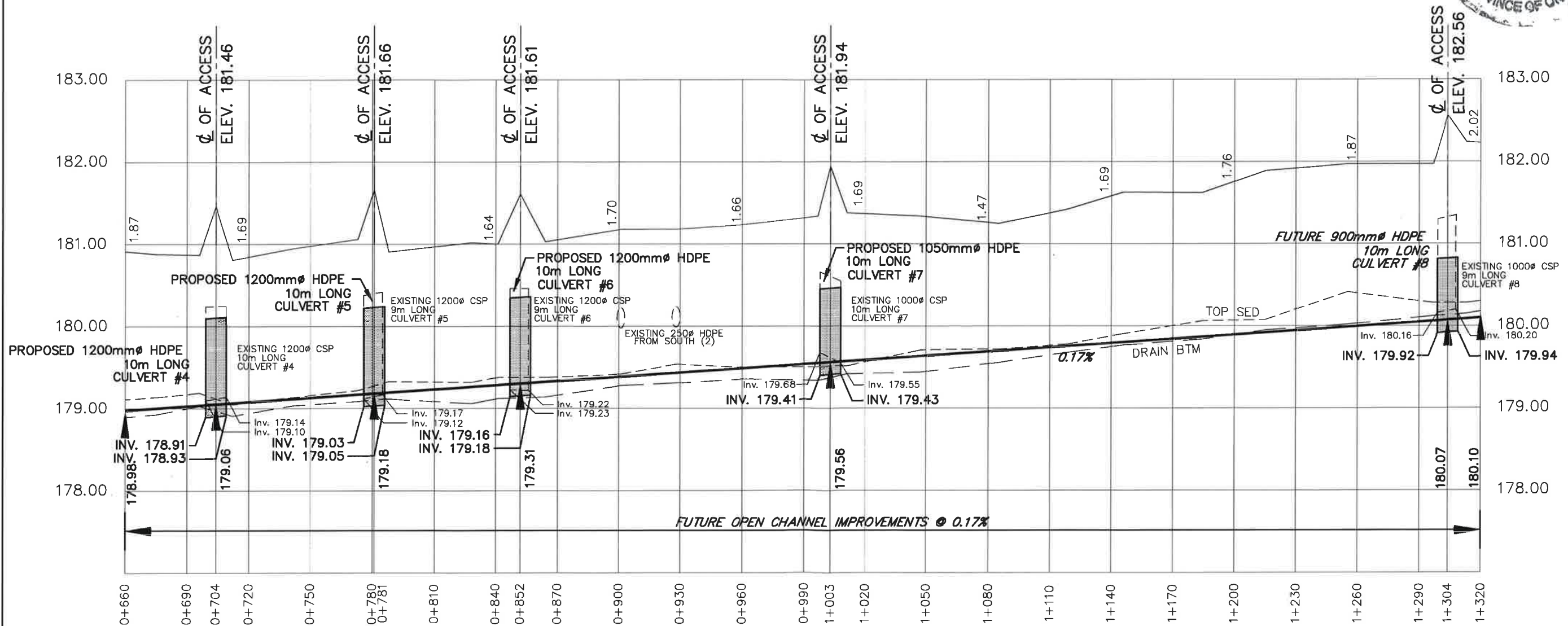
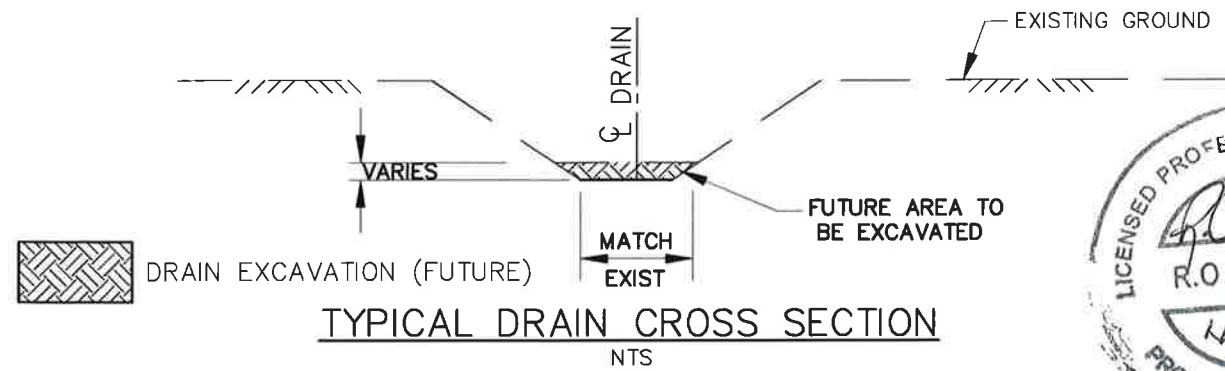
**2  
OF 5**

Last Updated: November 04, 2025

By-Law #6 - June 22, 2026

**GENERAL NOTES**

- BENCHMARK No.1 ELEV. 180.38  
TOP OF WEST END OF EXISTING  
1200mm $\phi$  CSP AT STATION 0+781
- UPPER NUMBERS ARE DEPTH FROM TOP OF  
BANK TO FUTURE CHANNEL BOTTOM.



By-Law #6 - June 22, 2026

Page 507 of 542



4218 Oil Heritage Road  
Petrolia Ontario, NON 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME: Goldie Lewis Drain Profile 2  
PROJECT No. 2023-1555

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
B. VAN RUITENBURG				
DRAWN				
C. SAUNDERS				

SCALE: 1:2,000  
0 20 40 60m

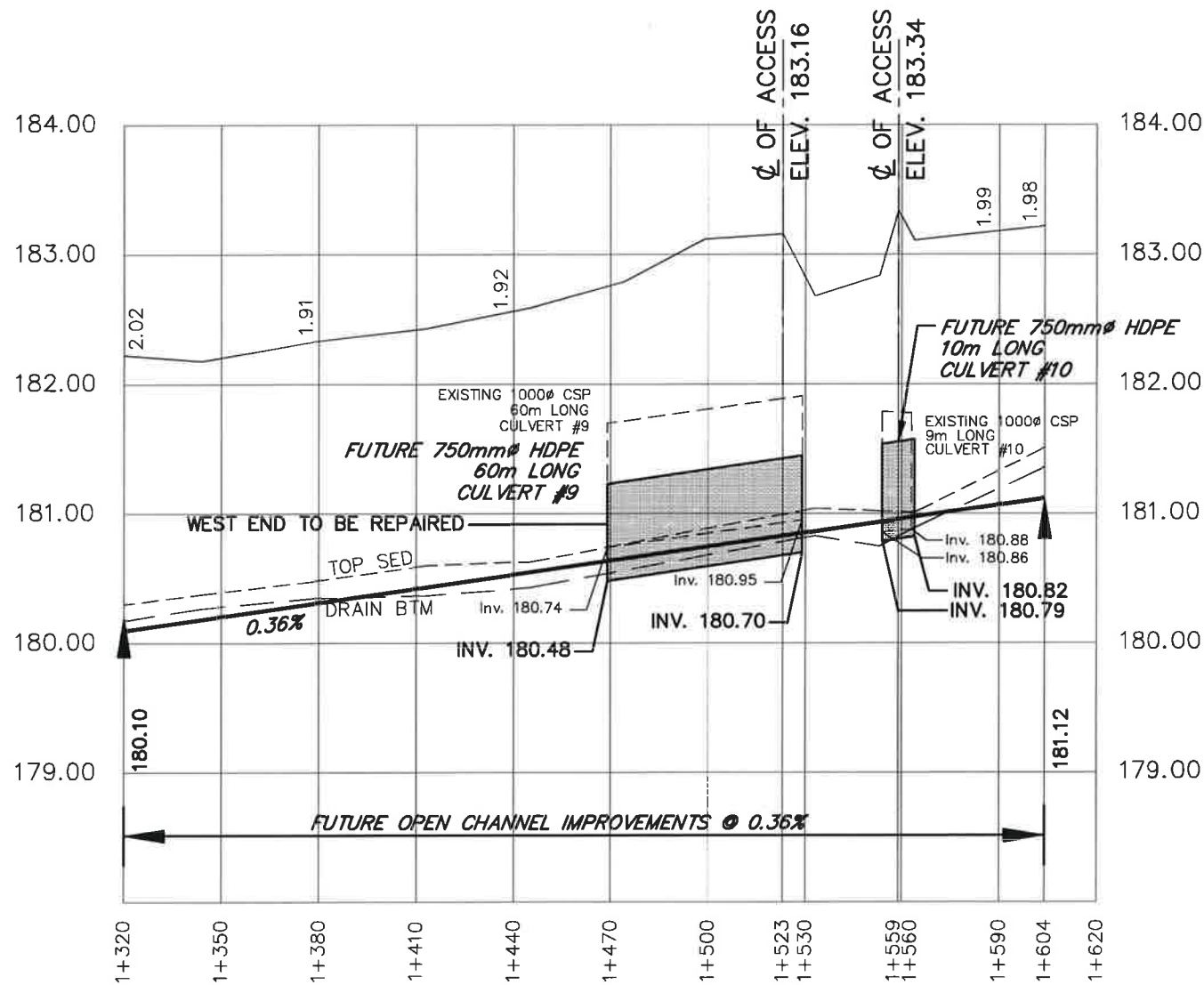
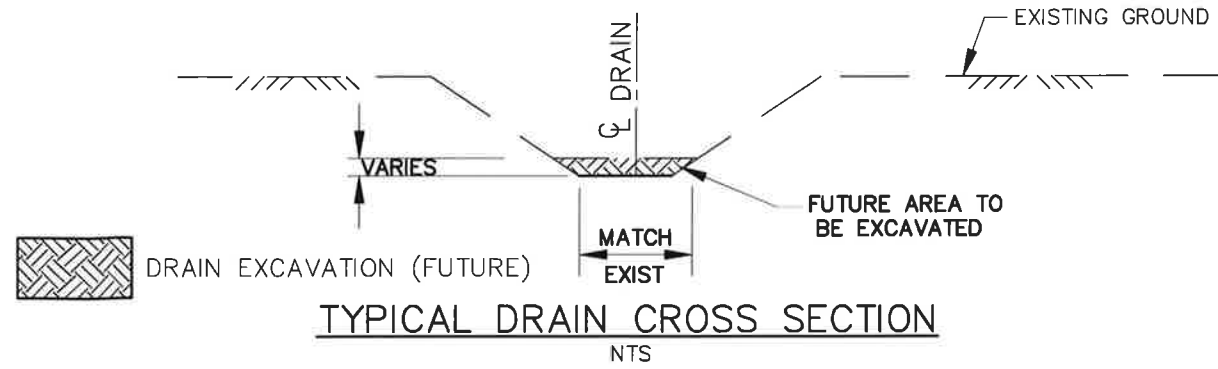
**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**PROFILE**

**3**  
**OF 5**

Last Updated: November 04, 2025

**GENERAL NOTES**

1. BENCHMARK No.1 ELEV. 181.70  
TOP OF WEST END OF EXISTING  
1000mm $\phi$  CSP AT STATION 1+523
2. UPPER NUMBERS ARE DEPTH FROM TOP OF  
BANK TO FUTURE CHANNEL BOTTOM.



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

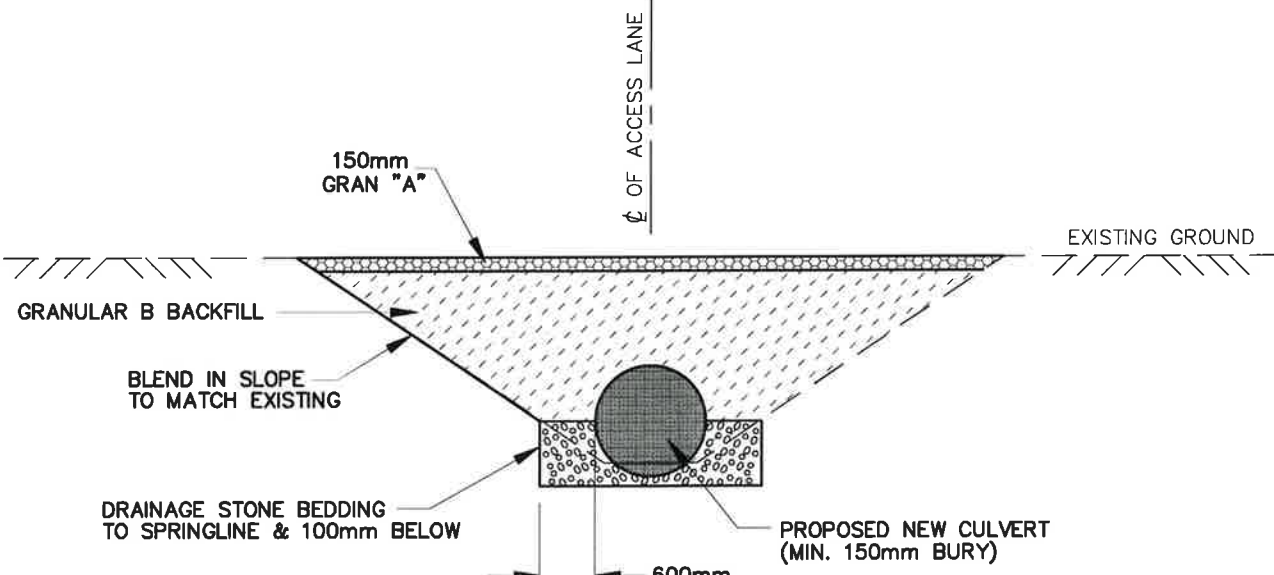
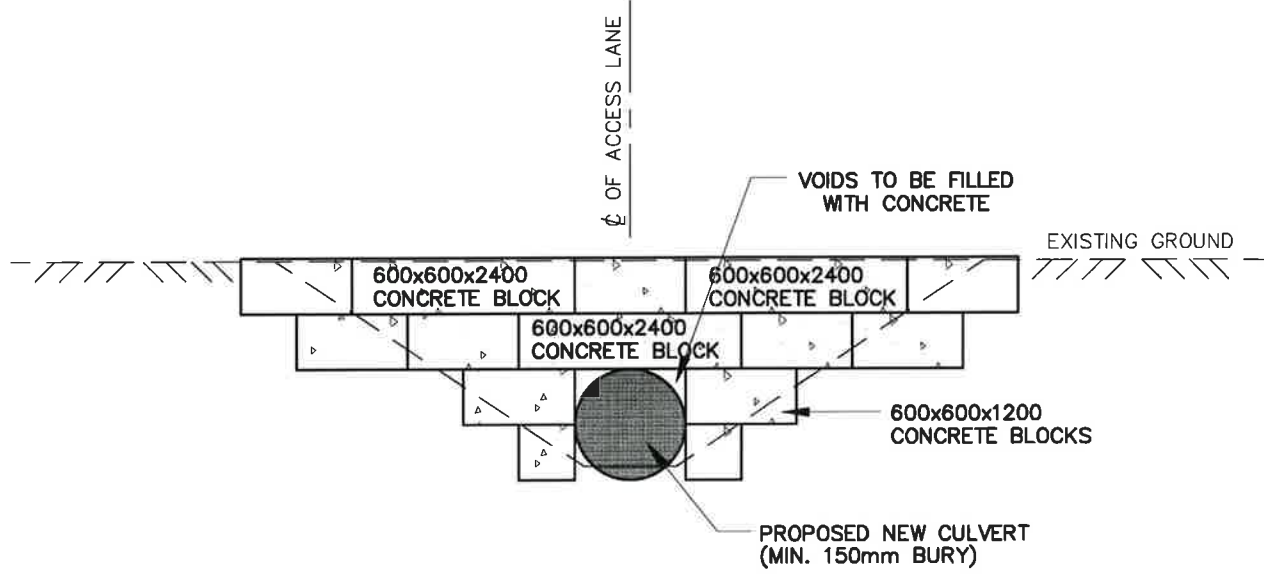
DRAWING NAME:  
Goldie Lewis Drain Profile 3

PROJECT No.  
2023-1555

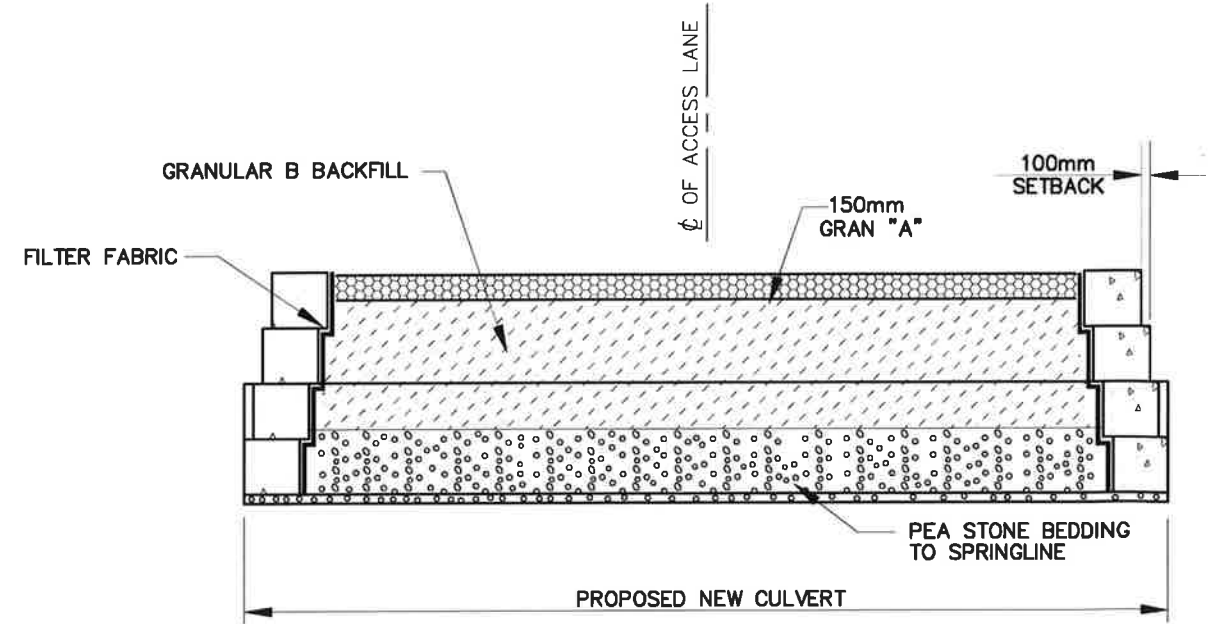
APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
B. VAN RUITENBURG				
DRAWN	SCALE: 1:2,000			
C. SAUNDERS	0 20 40 60m			

**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**PROFILE**

**4**  
**OF 5**



PROPOSED PIPE END SECTION  
N T S



PROPOSED CROSS-SECTION  
N T S



- NOTES:
1. REFER TO SPECIFICATIONS FOR CULVERT SIZE & SPECIFICATIONS
  2. DRAWINGS ARE NOT TO SCALE – TYPICAL DETAIL
  3. BOTTOM ROW OF BLOCKS CAN BE EITHER 300mm OR 600mm
  4. TOP ROW TO MATCH EXISTING GROUND ELEVATION, THEREFORE MAY BE 300mm BLOCKS OR 600mm BLOCKS
  5. HARD BOTTOM OF DRAIN TO BE LOCATED AND CULVERT SET 10% BELOW, MIN. 150mm BURY



4218 Oil Heritage Road  
Petrolia Ontario, N0N 1R0  
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:  
Goldie Lewis Drain Typical Culvert Detail

PROJECT:  
2023-1555

APPROVED	NO.	REVISIONS	DATE	BY
R. DOBBIN				
CHECKED	1	FINAL REPORT	NOV. 04, 2025	CS
D. MOORES				
DRAWN	SCALE 1:75			
C. SAUNDERS				

**CITY of SARNIA**  
**GOLDIE LEWIS DRAIN**  
**TYPICAL CULVERT DETAIL**

**5**  
**OF 5**

**ENCLOSURE**

Goldie Lewis Drain  
 City of Sarnia  
 November 4, 2025

**ESTIMATED NET ASSESSMENT**

Conc.	Lot or Part	Roll No.	Owner	Assessment	Estimated Grant	Allowances	Estimated Net Assess.
<b>Agricultural Lands</b>							
8	NW1/4 L6	382910000224900	K. Fuller	0.00	0.00		0.00
	E1/2 L6 & Spt. W1/2 L5	225000	R. Fecht	1,251.00	417.00		834.00
	pt.W1/2 L5	225200	M. Sanchioni	13,204.00	4,401.33	90.00	8,712.67
	E1/2 L5	225500	A. Noorloos Ltd.	21,025.00	7,008.33	90.00	13,926.67
	E1/2 L5	225500	A. Noorloos Ltd.	3,440.00			3,440.00
	W1/2 L4	225600	I. Tavares	9,114.00	3,038.00		6,076.00
	NE1/4 L4	225800	B. Prins	9,307.00	3,102.33		6,204.67
	SE1/4 L4	225900	D. Ellis	10,501.00	3,500.33		7,000.67
Gore	L6	223700	S. Ferguson	0.00	0.00		0.00
	L4 & L5	223300	736105 Ontario Ltd.	0.00	0.00		0.00
<b>Non-Agricultural Lands</b>							
8	pt.W1/2 L5	225300	M. Kooy	13,473.00		90.00	13,383.00
	pt.W1/2 L5	225400	P. Kalar	15,451.00		90.00	15,361.00
	pt.NE1/4 L4	225700	R. McGill	2,042.00			2,042.00
Gore	pt. L5	223600	C. Cammidge	0.00			0.00
<b>Municipal Lands</b>							
Michigan Line			City of Sarnia	21,451.00			21,451.00
<b>Total Est. Net Assessment</b>				<b>\$120,259.00</b>	<b>\$21,467.33</b>	<b>\$360.00</b>	<b>\$98,431.67</b>

By-Law #6 - June 22, 2026



# By-Law #7 - June 22, 2026

BY-LAW NUMBER                      OF 2026  
OF THE CITY OF SARNIA

## **“A By-Law to Confirm the Proceedings of Council at its Meeting held on June 22, 2026”**

---

**(Re: Confirming By-Law)**

**WHEREAS** Section 5 (1) of The Municipal Act, 2001, as amended, provides that the powers of a municipality shall be exercised by its Council

**AND WHEREAS** Section 5 (3) of The Municipal Act, 2001, as amended, provides that municipal powers shall be exercised by By-Law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SARNIA ENACTS AS FOLLOWS:

1. All actions of the Council of the Corporation of the City of Sarnia at its meeting held on June 22, 2026, in respect to every report, resolution or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed by By-Law as if each report, resolution or other action was adopted, ratified and confirmed by its separate By-Law.
2. The Mayor and the proper officers of the Corporation of the City of Sarnia are hereby authorized and directed to do all things necessary to give effect to the said actions of the Council of the Corporation of the City of Sarnia referred to in section 1.

**By-Law Read a First, Second and Third time this 22 day of June, 2026.**

---

Mike Bradley  
Mayor

---

Amy Burkhart  
City Clerk





## Delegation Request Form

Please submit the completed form to the City Clerk by email at [clerks@sarnia.ca](mailto:clerks@sarnia.ca), or in person or by mail to 255 Christina St N, Sarnia, ON N7T 7N2.

### Delegate Information

Name of Delegate(s):

Group, Organization, or Business Delegation Represents (if applicable):

### Delegation Request

General Nature/Purpose of the Delegation (clearly state the nature of the matter to be discussed and provide a general summary of the information to be presented):

Indicate the action you would like Sarnia City Council to take with respect to the above-noted subject matter:

### Presentation

Will you have a visual presentation?  
(ie. Powerpoint, pictures, etc)

Yes

No

*Any person seeking to show an electronic presentation at a meeting shall be required to supply a copy to the City Clerk's office sufficiently in advance of the meeting.*

**Personal information collected on this page will be published as an item on the Council Agenda and form part of the public record.**





## Delegation Request Form

Please submit the completed form to the City Clerk by email at [clerks@sarnia.ca](mailto:clerks@sarnia.ca), or in person or by mail to 255 Christina St N, Sarnia, ON N7T 7N2.

### Delegate Information

Name of Delegate(s): Andrew Bolter, Executive Director
Group, Organization, or Business Delegation Represents (if applicable): Community Legal Assistance Sarnia

### Delegation Request

<p>General Nature/Purpose of the Delegation (clearly state the nature of the matter to be discussed and provide a general summary of the information to be presented):</p> <p>Submission on the proposed renoviction bylaw and local experience and why we need a bylaw with teeth similar to other municipalities.</p>  <p>Indicate the action you would like Sarnia City Council to take with respect to the above-noted subject matter:</p> <p>Adopt a bylaw with penalties, including fines and enforcement as have the other municipalities.</p>
---

### Presentation

Will you have a visual presentation? (ie. Powerpoint, pictures, etc)	<input type="radio"/> Yes <input checked="" type="radio"/> No
---	--

*Any person seeking to show an electronic presentation at a meeting shall be required to supply a copy to the City Clerk's office sufficiently in advance of the meeting.*

**Personal information collected on this page will be published as an item on the Council Agenda and form part of the public record.**





**CORPORATE SERVICES DIVISION  
OPEN SESSION REPORT**

TO: Mayor and Members of Council  
FROM: Emma Nicholson, City Solicitor  
David Stockdale, General Manager of Corporate Services  
DATE: June 22, 2026  
SUBJECT: Sarnia Sting - Interim Licence and Triparty Agreements

---

**Recommendation**

It is recommended:

That Sarnia City Council approve the proposed Triparty Agreement and Interim Licence Agreement substantially in accordance with the terms set out in this report and authorize Staff to execute the final agreements and any ancillary documents required to give effect thereto, in a form satisfactory to the Chief Administrative Officer and the City Solicitor.

**Background**

At the October 20, 2025 Council meeting, the following resolution was adopted:

***That Sarnia City Council approve option #2 presented by the Sarnia Sting Hockey Club.***

Option 2, as outlined within the Sarnia Sting Hockey Club ("Sting") delegation presentation regarding the [Food and Beverage Agreement Renewal](#), is summarized as follows:

- The Sting and Compass Group assume full responsibility for capital, operations, and maintenance.
- An estimated \$1.7 million investment will be funded by the Sting and Compass, including restaurant renovation, equipment, and revival of Concession #1.
- The City relieved of all financial and operational burden.
- The Sting will manage provider oversight, service quality, and customer experience.
- The Sting retains 100% of Food and Beverage Commissions.
- The City maintains approval rights on major renovations and remains party to agreements.

## Correspondence #14 - June 22, 2026

### Comments

The parties have been working together to negotiate the necessary agreements to implement Council's direction.

The Interim Agreement provides specific amendments to the existing Licence Agreement to permit the Licensee (the "Sting") to enter into a Services Agreement with Compass Group for food and beverage services, as well as to proceed immediately with construction work on the restaurant and lower concession.

The terms of the Interim Agreement includes, but is not limited to, the following terms:

- The City consents to the Services Agreement, subject to the execution of a Triparty Agreement between the City, the Sting, and the Service Provider. Any amendments to either agreement require City approval.
- The Sting bears all responsibility for capital investment, equipment replacement, and maintenance costs associated with the Service Agreement, including design, construction, materials, labour, insurance, and permits.
- The Sting retains 100% of gross food and beverage revenues generated under the Services Agreement.
- The Sting must maintain appropriate insurance coverage.
- The Licensee must obtain written approval from the City's Chief Building Official and Facilities Manager prior to commencing any renovation work.
- All contractors and subcontractors must provide Certificates of Insurance naming both the City and the Sting as additional insureds, with a minimum of \$5 million commercial general liability coverage.
- The Sting must indemnify the City against all claims, damages, and expenses arising from the Licence Agreement, the Services Agreement, construction activities, or any acts by the Sting or Service Provider.

The Triparty Agreement is between three parties, the City, the Sting, and Compass Group (the "Service Provider"). The City and the Sting are parties to an existing Licence Agreement dated December 9, 2018, governing the Sting's use of PASA. The Sting wishes to engage Compass Group to provide food and beverage services at the arena through a Services Agreement. Under the existing Licence Agreement, the Sting requires the City's consent to enter such agreement. This Triparty Agreement establishes the terms and conditions under which the City consents to the Services Agreement between the Sting and Compass.

## Correspondence #14 - June 22, 2026

The Triparty Agreement includes, but is not limited to, the following terms:

- The City's consent to the Services Agreement does not extend to future amendments, and any such changes require the City's consent.
- Notice provisions in the event of defaults, including the City's rights to cure any potential defaults by the Sting. This ensures the City can step in to maintain continuity of services at the arena in the event of a default.
- In the event the Services Agreement is terminated due to the Sting's uncured default or bankruptcy, the City can request a Replacement Services Agreement directly with the Service Provider.
- The Triparty Agreement terminates upon termination or expiry of the Services Agreement.

The parties continue to negotiate the final terms of the agreements, including, but not limited to, City approvals, including renovation plans, permitting matters, application of municipal policies, and insurance provisions necessary to support the implementation of the arrangement.

To facilitate construction during the off-season at PASA, Staff recommend that negotiations be finalized substantially in accordance with the terms outlined in this report. Staff further recommend that Council authorize Staff to execute the final Interim Licence Agreement substantially in the form as provided in the By-law section of this agenda, as well as the final Tri-Party Agreement subject to the satisfaction of the Chief Administrative Officer and the City Solicitor.

### Consultation

Staff in the Community Services Division have been consulted with respect to the drafting of this report.

### Financial Implications

None at this time.

Reviewed by:

David Stockdale  
General Manager of Corporate  
Services

Approved by:

Chris Carter  
Chief Administrative Officer

Attachments:

- None



**Notice of Motion Submitted by Mayor Bradley – June 22, 2026**

*That staff be directed to review and report back on the feasibility of implementing a property tax relief or deferral program for low-income seniors and persons with disabilities under Section 319 of the Municipal Act, 2001. The review should consider how similar programs are structured in other Ontario municipalities, potential eligibility criteria, and the financial and administrative impacts to the City, with options for Council's consideration.*





**Notice of Motion Submitted by Mayor Bradley – June 22, 2026**

*Notice of Motion Regarding Item 5 on Council Agenda - Surplus Declaration - Portion of Centennial Park*

*If Council proceeds with the declaration of a portion of Centennial Park surplus, that the Sarnia and District Humane Society be given First Right of Refusal and that be incorporated in the Public Notice.*





**Notice of Motion Submitted by Councillor Burrell – June 22, 2026**

*In order to help substantiate the integrity of the 2026 Municipal Election in the City of Sarnia, that the City of Sarnia publish the Poll by Poll results as soon as possible after Election Day.*



## Additional Correspondence - Public Meeting #2

Hello, I hope I am reaching the right person.

I have been made away of the planned development for the properties at 700 - 718 Cathcart Boulevard. I own and reside at the property of 730 Cathcart Blvd so this is likely to have a significant effect on me.

While my neighbors have been rather opposed of the idea, I am in support of it. I recently purchased this property, but it was previously my father's. For a long time I struggled trying to find affordable housing and when I did find places I could afford, it was usually in buildings that were not well kept or with landlords that technically violated my rights as a tenant. I am fully in support of having more low income housing options for people. A lot of people are in support but do not want it in their neighborhood or in 'their backyard', not realizing that people need somewhere to go.

I do welcome it here, even though I know it will effect me. The construction when the church was demolished was pretty hard to live through.

I would realllly like to have a side walk put in on this side.

I have always wanted to support Sarnia to be more walkable, and with the new building being put up, it will increase the number of pedestrians.

Also, I am very near sighted and the street here has been a bit bad for people speeding or driving poorly.

The intersection at Colborne and Cathcart is one of the "scary" ones. I feel like cars are not watching out enough for pedestrians nor following the traffic laws for waiting for the pedestrian to cross before hitting the gas to make their turn. I am incredibly near sighted so it is hard for me to cross the street since I can not trust the cars to yield to pedestrian crossing.

I would also like if a bike lane could be put in extended from Canatara park to make it more seamless for biking down Cathcart to the park. Most of the houses on this chunk have driveways enough for 2 or more cars so extended parking should not be an issue.

This is just suggestions, I understand it is not a priority in the bigger picture, but I think building up the sidewalk while the building is being put up makes sense. People walk along the church- now empty lots yard for so long a desire trail is permanently etched in which indicates a sidewalk would be used there.

Roy Pollard

## **Additional Correspondence - Public Meeting #2**

# By-Law #8 - June 22, 2026

BY-LAW NUMBER            OF 2026  
OF THE CITY OF SARNIA

**“A By-Law to Authorize The Corporation of the City of Sarnia Staff to enter into an Interim Agreement with 1001108537 Ontario Ltd. o/a Sarnia Sting Hockey Club”**

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**(Re: Interim Agreement with 1001108537 Ontario Ltd. o/a Sarnia Sting Hockey Club)**

**WHEREAS** it is deemed expedient that The Corporation of the City of Sarnia staff is authorized to enter into an Interim Agreement with 1001108537 Ontario Ltd. o/a Sarnia Sting Hockey Club.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SARNIA ENACTS AS FOLLOWS:

1. That The Corporation of the City of Sarnia staff is authorized to enter into an Interim Agreement with 1001108537 Ontario Ltd. o/a Sarnia Sting Hockey Club substantially in the form attached to this By-Law.
2. That The Corporation of the City of Sarnia Staff is authorized to execute such Interim Agreement and related documents as may be necessary to affect its intent, and affix to it the Corporate Seal of The Corporation of the City of Sarnia.

**By-Law Read a First, Second and Third time this 22 day of June, 2026.**

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Mike Bradley  
Mayor

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Amy Burkhart  
City Clerk

# By-Law #8 - June 22, 2026

## INTERIM AGREEMENT

**THIS AGREEMENT** ("Agreement") is made as of this 22nd day of June, 2026.

**BETWEEN:**

**1001108537 ONTARIO LTD. o/a SARNIA STING HOCKEY CLUB**

a corporation incorporated under the laws of Ontario, having its principal place of business in the City of Sarnia

(hereinafter, the "Sting" or "Licensee")

**AND:**

**THE CORPORATION OF THE CITY OF SARNIA**

a municipal corporation incorporated under the laws of the Province of Ontario

(the "City").

**WHEREAS**, the Licensee operates a major junior hockey club and has licensed certain spaces and rights associated in and with the arena known as the Progressive Auto Sales Arena, owned by the City and located on lands subject to a land lease dated April 16, 1997 (the "**Ground Lease**") between the City, as tenant, and the Board of Governors of the Lambton College of Applied Arts and, as landlord located at 1455 London Rd., Sarnia, ON N7S 1P6 (the "Complex") from the City pursuant to and as assignee of the licensing agreement dated December 9, 2019, along with the amendments thereto (the "Licence Agreement");

**AND WHEREAS** the parties desire to review the provisions outlined in the current Licence Agreement and the amendments thereto as part of a renewal of the agreement (the "Updated Licence Agreement");

**AND WHEREAS**, the Licensee is in the process of negotiating and finalizing a food and beverage services agreement (the "Services Agreement") with COMPASS GROUP CANADA LTD. (the "Service Provider"), which authority has been granted by the City via Council for the City of Sarnia pursuant to the resolution passed on Monday, October 20, 2025;

**AND WHEREAS**, it is desirable for the Licensee to finalize the Services Agreement as soon as possible;

**AND WHEREAS** in order to accommodate the Licensee entering into the Services Agreement the Parties have agreed to enter into this interim Agreement to address specific amendments to the Licence Agreement required in order to permit the Licensee to enter into the Services

## By-Law #8 - June 22, 2026

Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound, the Parties agree as follows:

1. **Definitions & Recitals.** In this Agreement, except as otherwise set forth herein, capitalized terms used and not defined in this Agreement shall have the respective meanings given to them in the Licence Agreement. The foregoing parties hereto confirm the accuracy and truth of the foregoing recitals.
2. **Amendments to the Licence Agreement.** This Agreement shall be read together with the Licence Agreement and the parties confirm that, except as modified by this Agreement, all of the terms, covenants and conditions of the Licence Agreement remain unchanged, in full force and effect, and are hereby ratified and confirmed by the parties. To the extent that there is any conflict or inconsistency between the Licence Agreement and this Interim Agreement, the provisions of this Agreement shall prevail. Without limiting the generality of the foregoing, any amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Licence Agreement or as a waiver of or consent to any further or future action on the part of either party that would require the waiver or consent of the other party. On and after the date hereof, each reference in the Licence Agreement to “this Licence Agreement,” “the Licence Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Licence Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Licence Agreement, will mean and be a reference to the Licence Agreement as amended by this Agreement.
3. **Updated Licence Agreement** The parties acknowledge and agree that this Agreement is intended only to serve as an Interim amendment to the License Agreement to address matters related to the Services Agreement in advance of the parties formalizing the Updated Licence Agreement.
4. **City Consent to the Services Agreement.**
  - (a) The Licensee acknowledges and agrees that the consent of the City is required for the Licensee to enter into the Services Agreement.
  - (b) The City has reviewed and is agreeable to the form of Services Agreement appended hereto as Schedule “B”.
  - (c) The City therefore consents to the Licensee entering into the Services Agreement in the form appended hereto as Schedule “B”, subject to the following:
    - (i) As a condition precedent to the City’s consent, the City requires a triparty agreement be entered into between the City, the Licensee and the Service Provider, in the form as set out in Schedule “C” hereto (the “Triparty Agreement”). Unless and until the Triparty Agreement is executed, the Licensee shall not proceed with entering into the Services Agreement.

## By-Law #8 - June 22, 2026

- (d) For clarity, the City's consent has been provided in respect of the forms of Services Agreement and Triparty Agreement set out herein as Schedules "B" and "C" respectively. Any amendments or modifications to either the form of Services Agreement for Triparty Agreement proposed prior to execution shall be subject to review and approval by the City, acting reasonably.
5. **Financial Responsibility.** The Licensee acknowledges and agrees that it shall bear all financial responsibility related to the capital investment associated with the Services Agreement and the costs associated with replacing any equipment contemplated under the Services Agreement (collectively, the "Work"), as well as the cost for the general maintenance of the areas associated with the Services Agreement. Without limiting the generality of the foregoing, such costs include, but are not limited to, the design, construction, materials, labour, insurance, permits, approvals, and other expenses related to the Work and maintenance. The Licensee and the City agree that nothing in this section shall alter any obligations with respect to repairs or maintenance of the Complex as established under the Licence Agreement, unless expressly stated in this Agreement.
6. **Concession Revenues.** The City and the Licensee expressly acknowledge and agree that the Licensee shall be entitled to retain 100% Gross Food and Beverage Revenue collected from the Food and Beverage operator generated under the terms of the Services Agreement.
7. **Obligations with Respect to the Complex.**
- (a) This Agreement is not intended to alter or shift any obligations that are the exclusive responsibility of either Party pursuant to the Licence Agreement, unless expressly stated in this Agreement. For clarity, the City shall remain responsible for the following building systems, as defined in the Ontario Building Code: Structural Systems, Air Barrier Systems, Plumbing Systems, HVAC, Fire Protection Systems, and Electrical Installation (the "Structural Elements"), excepting only as set out in Section 14 below.
- (b) The parties acknowledge that any walk-in fridge or freezer located within the restaurant within the Complex ("Walk-In Cooler") shall remain the sole responsibility of the Licensee. Notwithstanding that any portion of the Walk-In Cooler may be affixed to, integrated into, or form part of the building structure (including walls, floors, or ceilings), the Licensee shall, at its sole cost and expense, be fully responsible for the operation, maintenance, repair, replacement, and ensuring the safe condition of the Walk-In Freezer.
- (c) The Licensee shall, at its sole cost and expense, be responsible for the operation, maintenance, repair, replacement, cleaning, and safe condition of the restaurant and lower concession areas within the Complex, including all fixtures, equipment, leasehold improvements, finishes, non-structural elements, and systems exclusively serving such areas (collectively, the "**Service Area Components**"), notwithstanding the degree of affixation to or integration into, the building structure, but for clarity excepting the Structural Elements expressly identified in Section 7(a) other than as set out in Section 14 below. Licensee shall be responsible to maintain

## By-Law #8 - June 22, 2026

insurance in respect of the Service Area Components. At the expiry or earlier termination of the Licence Agreement, any Service Area Components installed by or on behalf of the Licensee under the terms of the Services Agreement shall either be surrendered to the City, or at the City's option, removed at the Licensee's expense and any damage to the building caused by such removal shall be repaired by the Licensee at its sole cost and expense.

8. **Approval of Renovation Plans.** The Licensee shall not commence or permit the commencement of any Work to the Complex until such time as detailed plans for the Work have been submitted to the City and have been reviewed and approved in writing by both the Chief Building Official and the Facilities Manager and all required permits have been obtained.
9. **Retention of Contractors.**
  - (a) Upon receiving approval pursuant to Section 7 herein, the Licensee shall be permitted to retain (or to authorize the Service Provider to retain under the terms of the Services Agreement) properly qualified and insured contractors and/or sub-contractors to complete the Work, provided that all such contractors and/or sub-contractors meet the requirements set out in this Agreement.
  - (b) All contractors and subcontractors retained by the Licensee (or the Service Provider under the terms of the Services Agreement) shall provide a Certificate of Insurance ("COI") to both the Licensee and the City prior to commencing any work at the Complex. The COI shall name both the Licensee and the Corporation of the City of Sarnia as additional insureds and shall provide evidence of the following minimum insurance coverage:
    - (i) Commercial General Liability ("CGL") insurance, including contractual liability, with a combined single limit for bodily injury and property damage of not less than Five Million Dollars (\$5,000,000) per occurrence;
    - (ii) Property insurance covering all materials, equipment, and work in progress;
    - (iii) Builder's risk insurance covering the full replacement value of the renovation project; and
    - (iv) Worker's Safety and Insurance Board (WSIB) coverage.
  - (c) The CGL policy shall cover all claims arising out of incidents or events occurring during the term of the renovation project and shall include a provision that coverage will not be non-renewed, materially changed, cancelled, or allowed to expire without at least thirty (30) days prior written notice to the City.
10. **Personnel Requirements.** The Licensee shall ensure that all contractors, subcontractors, employees, agents, and other personnel engaged in the

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renovation work conduct themselves in a professional and appropriate manner at all times.

- (a) The City reserves the right, in its sole discretion, to require the Licensee to immediately remove from the Complex any contractor, subcontractor, employee, agent, or other personnel (whether retained by the Licensee directly, or by the Service Provider or other third party) whose conduct, performance, or presence the City deems unsuitable, inappropriate, or contrary to the City's interests, and the City shall not be liable for any damages, losses or claims resulting to the Licensee from such action, under the Services Agreement or otherwise.
- (b) Upon receiving notice from the City pursuant to this Section 10, the Licensee shall immediately remove the identified individual(s) from the Complex and shall ensure that such individual(s) do not return to the Complex in connection with the renovation project. The Licensee shall replace any removed personnel with qualified alternatives in a timely manner to avoid delays to the renovation project.

11. **Access to City Infrastructure.** Where contractors and/or sub-contractors require access to City infrastructure, including but not limited to heating, ventilation, air conditioning (HVAC) systems, plumbing, utilities, network systems, electrical systems, or any other building systems or infrastructure, such access shall be granted only with the prior written approval of the City.

- (a) If written approval is provided, all work involving or affecting City infrastructure shall be performed under the direct supervision of City personnel designated by the Facilities Manager.
- (b) Contractors shall comply with all directions and requirements issued by City personnel regarding access to and work involving City infrastructure.
- (c) The Licensee shall coordinate all requests for access to City infrastructure through the Facilities Manager and shall provide reasonable advance notice of any such requirements.

12. **Indemnity and Liens.**

- (a) The Licensee shall indemnify and save harmless the City, including its Mayor and Members of Council, directors, officers, volunteers, employees, agents, contractors, and representatives (collectively, the "Indemnified Parties"), from and against any and all claims, demands, losses, damages, liabilities, actions, costs, expenses, judgments, fines, penalties, and proceedings whatsoever, including legal fees on a substantial indemnity basis, arising directly or indirectly from:
  - (i) the Licence Agreement, the Services Agreement, or any breach or non-performance thereof by the Licensee or the Service Provider (including but not limited in respect of the City electing to cure any

## By-Law #8 - June 22, 2026

- Sting default in accordance with the terms of the Triparty Agreement);
- (ii) the construction, renovation, repair, maintenance, occupation, use, or operation of the Complex by the Licensee, the Service Provider or any person for whom it is responsible at law;
  - (iii) any act, omission, negligence, misconduct, or default of the Licensee, the Service Provider, or any of their respective employees, agents, contractors, subcontractors, consultants, invitees, licensees, or sub-licensees;
- (b) Without limiting the foregoing, this indemnity includes damage to the Complex and other lands leased by the City under the Ground Lease, and claims arising from termination or expiry of the Services Agreement.
  - (c) In case any action or proceeding shall be brought against the City by reason of any such claim, the Licensee, upon notice from the City, shall defend the same at the Licensee's expense by counsel satisfactory to the City. The Licensee hereby assumes all risk of damages to property or injury to persons, in, on, or about the Premises arising from any cause, and the Licensee hereby waives all claims in respect thereof against the Indemnified Parties.
  - (d) The Licensee shall promptly cause to be vacated, at its sole cost and expense, any construction lien or other encumbrance registered against the Complex arising from work performed or materials supplied to or on behalf of the Licensee (whether by the Service Provider or otherwise), and will indemnify the City against all expenses, costs, and charges, including bond premiums for the vacating and discharge of such liens and encumbrances, any default by the City under the terms of the Ground Lease due to such lien or encumbrance, and legal fees and costs reasonably incurred in and about the defense of any suit in discharging the Complex or any part thereof from any liens, judgments, or encumbrances caused or suffered by the Licensee or on Licensee's behalf (including but not limited to the Service Provider). If the Licensee has not discharged, removed, bonded over or posted security into court to vacate any such lien or encumbrance within ten (10) after the Licensee receives notice from the City to discharge same, City may, but shall not be obligated to, pay the amount necessary to discharge and remove such lien or encumbrance, without being responsible for making any investigation as to the validity or accuracy thereof, and the amount so paid, together with all costs and expenses (including legal fees) incurred by the City in connection therewith, shall be reimbursed by the Licensee upon demand within ten (10) days after Licensee's receipt of notice of such payment by the City.
  - (e) This Section shall survive the expiration or termination of the Licence Agreement and the Services Agreement.
  - (f) Notwithstanding anything else in this Agreement, the Licensee shall not be obligated to indemnify the City for any claims, demands, losses, damages, liabilities, actions, costs, expenses, judgments, fines, penalties, and

## By-Law #8 - June 22, 2026

proceedings whatsoever, including legal fees on a substantial indemnity basis, arising directly or indirectly from any obligation of the City as set forth under this Agreement or the Licence Agreement, or any breach by the City thereof.

13. **Production of Permits.** The Licensee shall require the Service Provider and any contractors or subcontractors retained by or on behalf of the Licensee or Service Provider to conduct work at the Complex to obtain and maintain in good standing all permits, building licences, and other authorizations required by the City or any other governmental authority for the conduct of activities under the Licence Agreement or Services Agreement and shall produce copies of such permits and approvals to the City with 10 business days of receipt of the permit, licence, or approval, or such other time as may be specified by the City in writing, and in any event prior to entering onto the Complex for the purposes of conducting its work.
14. **Maintenance, Damage, Repair of Complex.**
  - (a) The City represents and warrants that the Complex is and will remain suitable for the provision of food and beverage services as previously provided by Compass. The City makes no representations or warranties with respect to the suitability of the Complex for any additional and/or new services contemplated under the Services Agreement which may require renovation and or construction work to the Complex. Notwithstanding Section 7(a) or any other provision contained herein this Agreement, in the event that upgrades or renovations are required to the Complex (including any Structural Elements) in order to accommodate the purposes contemplated under the Services Agreement, such upgrades or renovations shall be completed by the Licensee at its sole cost and expense, and subject to all the provisions herein relating to construction activities. Following the completion of any such upgrades or renovations (including the satisfaction of any opened building permits), the City shall assume responsibility for any upgrades or renovated Structure Elements in accordance with Section 7(a), subject to the balance of this Section 14.
  - (b) The Licensee shall bear full responsibility for any damage caused to the Complex or any associated systems, equipment, or infrastructure (including for clarity Structural Elements) arising from or connected to the Licensee's use or occupancy of the Complex, as well as the actions of its employees, agents, contractors, sub-licensees, or any service providers (including but not limited to the Service Provider) engaged by the Licensee.
  - (c) Should any such damage occur, the City reserves the right, at its sole discretion, to carry out any repairs, restoration, or replacement work it deems necessary to restore the Complex to a condition acceptable to the City. The Licensee shall reimburse the City for all costs incurred in connection with such work, including administrative and overhead expenses, within 30 days of receiving an invoice.
15. **Notice.** All notices, consents, claims, waivers, demands and other communications required or permitted under this Agreement and the Licence Agreement shall be in writing and addressed to the other party as follows (or as otherwise specified by a party in a notice given in accordance with this Section 18):

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If to the Sting: 1455 London Road  
Sarnia, Ontario  
N7S 6K7  
Email: mguy@sarniasting.com  
Attention: Mark Guy

If to the City: 255 Christina St N  
Sarnia, Ontario  
N7T 7N2  
Email: adam.macdonald@sarnia.ca  
Attention: Adam MacDonald, GM Community Services

Communications sent in accordance with this Section 18 shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following electronic mail delivery; (c) one (1) business day after deposit with an overnight courier; or (d) three (3) business days after deposit in the mail, provided that if such mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered or transmitted via electronic mail transmission.

16. **Ratification of Assignment.** The City confirms and agrees that the assignment of the Licence Agreement from the original licensee, 211 SSHC Canada ULC to the Licensee, effective [ ] (the “**Assignment Date**”) is approved, consented to and ratified by the City, notwithstanding that a formal amending agreement may not have been entered into by the parties in respect of such assignment. The Licensee hereby confirms it has accepted the assignment as of the Assignment Date. The Licensee covenants and agrees with the City that the Licensee has and will continue to observe, perform, and fulfil each and every respective covenant, proviso, obligation, term, and condition of the Assignor, as lessor in, to, and under the Licensee that are applicable or arise as of and during the period commencing from and including the Assignment Date.
17. **No Registration on Title.** The Licensee shall not register or allow to be registered on title to the Complex, any instruments including this Agreement or any notice of this Agreement.
18. **Governing Laws.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Signature Page Follows]

**By-Law #8 - June 22, 2026**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

**1001108537 ONTARIO LTD. o/a SARNIA STING HOCKEY CLUB**

By: \_\_\_\_\_

Name:

Title:

**THE CORPORATION OF THE CITY OF SARNIA**

By: \_\_\_\_\_

Name:

Title:

**By-Law #8 - June 22, 2026**

**SCHEDULE "B"**

**Form of Services Agreement**

**(see attached)**

**By-Law #8 - June 22, 2026**

**SCHEDULE "C"**

**Form of Triparty Agreement**

**(see attached)**