

**Corporation of the Village of McBride
Request for Expressions of Interest (RFEOI)**

PURCHASE AND SALE OF VILLAGE PROPERTIES

1. Introduction

This Request for Expressions of Interest (“**RFEOI**”) is an invitation from the Corporation of the Village of McBride (the “**Village**”) to enter into exclusive negotiations for an Agreement of Purchase and Sale to purchase one or more of the properties listed in Schedule “A” (the “**Properties**” or each a “**Property**”).

The Village is located along both the Yellowhead Highway/Highway 16 and the Fraser River at the northwestern end of the Robson Valley. The Village has acquired the Properties through the tax sale process and is interested in selling these properties.

2. Objective

The intent of this RFEOI is to obtain Expressions of Interest (“**EOI**”) from the public who may be interested in purchasing the Properties. A person interested in purchasing one or more of the Properties may submit an EOI for one or more of the Properties, as described in further detail below (a “**Proponent**”). The Village’s objective in selling the Properties is to obtain a reasonable purchase price and recover its costs, including unpaid property taxes, costs of conducting the tax sale and other expenses associated with its ownership of the Properties. Once sold, these Properties may be used for purposes that are beneficial to the Village and its residents and may be subject to property taxation

If more than one EOI is received for a Property, the Village may evaluate the EOIs using the criteria described below. A decision to award to an EOI gives the Proponent the right to exclusive negotiations between the Proponent and the Village for an Agreement of Purchase and Sale for the Property or Properties. Nothing in the RFEOI obligates the Village to award the rights to exclusive negotiations to a successful Proponent. The awarding of the rights contemplated by this RFEOI does not result in any obligation to enter into an Agreement of Purchase and Sale for the Property or Properties nor does an award result in an obligation to purchase or sell the Property or Properties. If both the Proponent and the Village are satisfied with the final negotiated Agreement of Purchase and Sale, the purchase and sale of the Property will be conducted in accordance with the executed Agreement.

The opportunity to purchase one or more Properties is conditional on the satisfactory completion of negotiations for an Agreement of Purchase and Sale. The Village expects that the final negotiated Agreement of Purchase and Sale will include the terms and conditions listed in Part 10 of this RFEOI.

The Municipality reserves the right to revise this RFEOI and to amend the terms and conditions listed in Part 10, based on the negotiations with the Proponent.

3. Expressions of Interest

EOIs should provide the following information or address the following topics in no particular order:

- (a) Clearly identify the Property or Properties of interest for potential purchase from the list included in Schedule "A";
- (b) The Proponent's proposed purchase price, exclusive of any taxes, land transfer fees and conveyancing costs that may be payable as a result of the transaction;
- (c) The Proponent's proposed deposit amount, timing of deposit and terms applicable to deposit;
- (d) Desired closing date for the transaction;
- (e) Whether the Proponent will cover all or a portion of the conveyancing costs of the proposed transfer, including, if applicable, the proposed percentage to be apportioned between the Village and the Proponent and, if applicable, the adjustment date for the purpose calculating adjustments to the purchase price for items such as property taxes, utilities and insurance;
- (f) Any conditions precedent required by the Proponent, including financing or inspections;
- (g) The names of each potential purchaser and the ownership structure proposed for the Agreement of Purchase and Sale, as described below; and
- (h) Proposed use of the Property.

EOIs are welcome from individual(s) or business groups. However, any potential Agreement of Purchase and Sale is to be negotiated with one (1) representative who holds themselves out as and warrants being a lawful representative of the Proponent, regardless of whether the Proponent is a business group that is one corporation or business or has multiple business partners. Every person with a financial interest in the business group must be identified in the EOI. Notwithstanding the foregoing, an EOI must disclose the names of each potential purchaser involved in the transaction and the ownership structure proposed for the Agreement of Purchase and Sale.

Viewing, inspection and testing on the Properties are available to all Proponents, who must arrange such viewing, inspection and/or testing with the Chief Administrative Officer (or designate).

4. Submission of Expression of Interests

(a) Council will consider any EOI received starting at the September 27th Regular Council Meeting. There is no deadline to submit an EOI and Council will consider any EOI received, but it will not consider an EOI that is received after the decision to enter into negotiation with a Proponent.

(b) All EOIs should be submitted to:

Chris Tupy
Chief Administrative Officer
Corporation of the Village of McBride
cao@mcbride.ca

(c) A Proponent may withdraw an EOI at any time and, after a written request to withdraw an EOI, Council may consider any other EOIs received for that Property.

5. Evaluation Process

If more than one EOI is received for a Property, the EOIs may be assessed to determine the best value for the Village. Best value does not necessarily mean the highest purchase price. Best value may include EOIs with shorter closing dates, less conditions or better proposed uses for the Property. The Village in its sole and absolute discretion has the right to enter into negotiations with a Proponent whose EOI best meets the interests and intention of the Village, as determined in its sole discretion. The highest financial offer or any EOI may not be awarded the right to enter into exclusive negotiations with the Village.

The Village does not guarantee that any EOI will lead to exclusive negotiations for an Agreement of Purchase and Sale for one or more of the Properties. The Village does not guarantee that any award of the right to enter into exclusive negotiations will result in a final Agreement of Purchase and Sale. In the event that a Proponent is awarded the right to enter into exclusive negotiations with the Village, but these negotiations do not lead to a final Agreement of Purchase and Sale within thirty days, or some other period of time acceptable to both the Village and the Proponent, the Village reserves the rights and ability to commence negotiations with an alternate Proponent for that Property.

At a future date to be determined by the Village, Council will render a decision as to whether or not to enter into any exclusive negotiations with a Proponent. Alternatively, Council may decide that it does not wish to sell any or all of the Properties or that it wishes to cancel the RFEOI or that it wishes to re-issue the RFEOI with additional information.

While the Village may, in its sole and absolute discretion, exclude any EOI from consideration, the Village may also include any EOI for consideration where that EOI only partially complies with this RFEOI.

As part of its evaluation process, the Village may prepare an aggregated report on the EOIs that it receives. This aggregated report will not disclose any parts of an EOI that have been marked confidential in accordance with Part 8 of this RFEOI.

6. Proposal Expenses

Proponents are solely responsible for their own costs and expenses with respect to their participation in this RFEOI, including but not limited to, preparing and submitting their proposal, presentations, demonstrations, site visits, interviews, meetings, due diligence, inspections and contract negotiations.

7. Conflict of Interest

By submitting an EOI, the Proponent represents that it is not aware of any circumstances that would give rise to an actual or potential conflict of interest in respect of the RFEOI process or the purchase of the Property or Properties by the Proponent, except any conflict of interest expressly disclosed in the EOI.

8. Confidentiality

The Village recognizes the proprietary nature of information that may be contained an EOI. Proponents must clearly mark and identify those areas of their EOIs which contain confidential information. The Village will not use or disclose such confidential information, except for the purposes of evaluating the EOIs submitted under this RFEOI, or as may be required by law, including but not limited to the BC *Freedom of Information and Protection of Privacy Act* ("FIPPA"). Proponents shall keep confidential all information received from the Village in connection with this RFEOI. Proponents shall not use the Village's confidential information except as required to develop a Proposal in response to this RFEOI.

9. No Liability

While the Village believes the information in this RFEOI is accurate and that any additional information provided on the Properties is supplied solely as a guideline and to inform Proponents of information reasonably known to the Village. The Village may have other information on the Properties in its records, but this other information has not been identified or located as part of the RFEOI process. Proponents are responsible for conducting their own due diligence in relation to the Properties in which they are interested.

The RFEOI and information provided by the Village is not guaranteed or warranted to be accurate by the Village at this time, nor is it necessarily comprehensive or exhaustive. It is the

Proponent's responsibility to understand all aspects of the RFEOI requirements. Should any details necessary for a clear and comprehensive understanding be required, it is the Proponent's responsibility to obtain clarification before submitting a Proposal.

By submitting an EOI, the Proponent shall be responsible for and shall indemnify the Village, its officers, employees, elected officials, consultants, volunteers and agents associated with this RFEOI process, from all claims, loss and damages that relate to or arise out of errors, omissions or negligent acts relating to the RFEOI. This RFEOI does not give rise to any tendering law duties or any other legal obligations and the Proponent will have no right to make a claim against the Village with respect to the award of a Contract, the failure to award a Contract, or the failure to engage the Proponent in a response to this RFEOI.

The Village reserves the right to reject any and all EOIs, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate a Proponent's qualifications, to accept any Proposal that may be deemed in the best interest of the Village and to negotiate terms and conditions of any proposal leading to acceptance and final execution of the Agreement of Purchase and Sale. Furthermore, the Village reserves its right not to sell any or all of the Properties and to cancel this RFEOI in whole or in part without being responsible for any alleged damages to potential purchasers.

10. Expected Terms of the Agreement of Purchase and Sale

Without limiting the ability of the Village and the Proponent to further negotiate the terms and conditions of the Agreement of Purchase and Sale, the Village expects that the following terms will be included in any final Agreement of Purchase and Sale:

- (a) The Proponent agrees to purchase the Property on an "as is, where is" basis and representing and warranting that it is satisfied that the Property is suitable for its intended use.
- (b) The Proponent agrees to release the Village and its elected officials, officers, directors, employees, representatives and consultants, legal counsel and agents from any and all existing or future claims, suits, judgments, expenses, actions, causes of action, duties, liabilities, losses, costs or any liability however caused which is in any manner related to existing or future uses, permissions, zoning, building permits, environmental condition, soil condition, geotechnical condition, building condition of the Property or Properties.
- (c) The Village will not provide any representation or warranties of any kind whatsoever with respect to the Properties, including without limitation, any representations or warranties as to that status of the Properties, future intended uses, historical uses, permissions, zoning, building permits, or environmental condition.
- (d) The following will be conditions precedent for the benefit of the Village:

- (i) approval by Village Council of the negotiated Agreement of Purchase and Sale, along with any other documentation necessarily required to transfer an interest in the Property;
 - (ii) advertising of the disposition of the Property or Properties in accordance with the *Community Charter*; and
 - (iii) discharge of any financial encumbrances or other non-permitted registration registered on title to the Property.
- (e) If applicable, the Proponent will waive the requirement for the vendor to deliver a site disclosure statement 30 days prior to the closing date as required by the Contaminated Sites Regulation under the *Environmental Management Act*.
- (f) The Proponent will pay the balance of the purchase price, subject to adjustments, to the Village on the closing date.
- (g) The Proponent acknowledging that they have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement of Purchase and Sale and where they have not done so, they have waived such right.
- (h) Any other terms and conditions the Village deems necessary or desirable in its sole discretion.

11. Questions

Any question on this RFEOI may be submitted to:

Chris Tupy
Chief Administrative Officer
Corporation of the Village of McBride
cao@mcbride.ca

Even though Proponents have the ability to request clarification, protests based on any omission or error, or on the content of the RFEOI, will not be entertained by the Village.

Schedule "A"

Address	PID	Roll	Title Defects
848 1 st Ave.	013-921-908	29000	NONE
964 2 nd Ave.	013-918-346	96250	NONE
976 2 nd Ave.	013-918-524	97000	
1032 2 nd Ave.	006-908-161	82000	JUDGMENT – CANADA (BB4053297 & CA5861069)
1044 2 nd Ave.	013-718-193	81000	
1127 SE Frontage Road	009-305-467	305105	NONE