

Desbarats to Echo Bay Planning Board

July 23, 2024

Agenda

Location: Tarbutt Council Chambers

27 Barr Road South

Time: 7:00 p.m.

ADDENDUM

New Business

- 1. Letter regarding McLelland Road - Draft response**

- 2. Non-Disclosure Agreement – POMEGRAN and Macdonald Meredith and Aberdeen Additional –**

Sharing of underground infrastructure data held by Planning Board for Village of Echo Bay for proposed fibre-optic network.

Desbarats to Echo Bay Planning Board

*c/o Tarbutt Township Office
27 Barr Road South, R.R.#1
Desbarats, Ontario, POR IEO
phone: 705-782-6776
fax: 705-782-4274*

_____ 2024

[REDACTED]

Subject: Consent Applications [REDACTED]

[REDACTED]

I would like to address two items of concern raised by staff of the Desbarats to Echo Bay Planning Board in regard to meaningful consultation and the withholding of information that may have affected the decision(s) regarding consent application file(s) [REDACTED]

Staff of the Desbarats to Echo Bay Planning Board would have appreciated consultation prior to receiving the initial consent application [REDACTED] and its associated court order. I understand the process of [REDACTED] is not the Planning Board's business, however early consultation with the Planning Board could have provided information that the proposed lot addition would not have reached a year-round maintained road in the Township of Johnson. This would have also provided the direction to whom the governing body is for consent applications. The Township of Johnson was shown on the [REDACTED] instead of the Desbarats to Echo Bay Planning Board.

At its meeting on [REDACTED], the Planning Board provided provisional consent for applications [REDACTED]. The day after the meeting, [REDACTED] brought in information that he had made Planning Board staff aware of earlier that provides information regarding the portion of travelled road beyond the snowplow turnaround from the Township of Johnson. Despite multiple verbal requests from Planning Board staff for [REDACTED] to provide a copy of this letter, it appears that this information was withheld until a decision was made.

The Desbarats to Echo Bay Planning Board does not appreciate the withholding of information when requested, especially when dealing within the confines of the Planning Act, given the nature of this request and that the Desbarats to Echo Bay Planning Board is a public decision making authority. From the Secretary-Treasurer's perspective, providing the requested

Desbarats to Echo Bay Planning Board

*c/o Tarbutt Township Office
27 Barr Road South, R.R.#1
Desbarats, Ontario, POR IEO
phone: 705-782-6776
fax: 705-782-4274*

information one day after provisional consent was granted is not advisable and is frankly disappointing.

I have come to understand that an Ontario Land Surveyor in good standing with the Association of Ontario Land Surveyors has concerns regarding the surveying of the road/subject lands regarding these consent(s), after the information from the withheld letter was shared with the surveyor.

If you should have any questions, please do not hesitate to call me.

Regards,

*Jared Brice
Secretary-Treasurer*

DRAFT



POMEGRAN INC.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made effective as of July 11, 2024 between POMEGRAN INC. ("POMEGRAN") and the Corporation of the Township of Macdonald, Meredith & Aberdeen. Additional to assure the protection, preservation, proper use and non-disclosure of the confidential and/or proprietary nature of information to be disclosed or made available by one party (the "Disclosing Party") to the other party (the "Receiving Party"). Each of the parties hereto may be a Disclosing Party or Receiving Party of the confidential information defined herein.

WHEREAS, POMEGRAN and Company (or EMPLOYEE or CONTRACTOR) intend to disclose to each other information, which may include Confidential Information (as defined below) for the purpose of discussing a possible business transaction or opportunity of mutual interest (the "Purpose").

WHEREAS, in reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. Subject to the limitations set forth in Paragraph 3, all information disclosed by the Disclosing Party to the Receiving Party will be deemed to be "Confidential Information" including without limitation, any information regarding trade secrets, patents, patent applications, trademarks, copyrights, trade dress, intellectual property, know-how, inventions, discoveries, improvements, processes, techniques, algorithms, samples, media and/or cell lines, software programs (whether in source or object code form), designs, drawings, formula or test data relating to any research project, work in process, research, development, engineering, manufacturing, distributing, marketing, servicing, financing, pricing or proposal information, or any personnel information relating to the Disclosing Party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, and whether in oral, written, visual, graphic or electronic form. Confidential Information will also include all third party information and information that the Disclosing Party has received from others. In addition, the Receiving Party agrees that information disclosed by the Disclosing Party need not be marked "Confidential" or "Proprietary" to be considered confidential information, but that any information or materials specifically marked as "Confidential" or "Proprietary" will be treated as Confidential Information.
2. With respect to the Confidential Information, the Receiving Party will use the Confidential Information only for the Purpose and not for any other purpose, nor for purposes of unfair or improper competition. The Receiving Party may use such Confidential Information only to the extent required to accomplish the Purpose of this Agreement. The Receiving Party will not copy, reproduce, modify, alter, disassemble, reverse engineer or decompile any of the Confidential Information unless expressly permitted in writing by the Disclosing Party.
3. The term "Confidential Information" will not include information that the Receiving Party can demonstrate by competent contemporaneous written documentation: (a) is readily available to the public through no breach, omission, act or failure to act on the part of the Receiving Party; (b) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure; (c) is the subject of a prior written permission to disclose provided by the Disclosing Party; (d) is known by the Receiving Party at the time of receiving such information, as evidenced by its written files and records; (e) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; and (f) is required by law or regulation or required pursuant to a valid order of a court or regulatory agency to be disclosed by the Receiving Party, but only to the limit and extent of such required disclosure and prior to such disclosure, the Receiving Party will provide the Disclosing Party prompt written notice of such requirement and assistance in obtaining an order protecting the information from any disclosure or limiting the extent of information to be disclosed.
4. The Receiving Party agrees that at all times during the term of this Agreement and thereafter that it will take all reasonable steps necessary to hold all Confidential Information in trust and confidence and will not disclose any Confidential Information to any third party or use any Confidential Information in any manner or for any purpose not expressly set forth in this Agreement.
5. The Receiving Party recognizes and agrees that nothing in this Agreement will be construed as granting any rights, by license or otherwise to any Confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any inventions or patents, trade secrets, copyrights, trademarks, or other intellectual property right that has issued or that may issue, based on such Confidential Information. All Confidential Information (including all copies thereof) will at all times remain the property of the Disclosing Party and will be returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.
6. The Disclosing Party understands that the Receiving Party may currently or in the future be developing information internally or receiving information from other parties that may be similar to the Disclosing Party's Confidential Information. Nothing in this Agreement will prohibit the Receiving Party from developing products, or having products developed for it, that compete with the Disclosing Party's products, provided that in doing so, the Receiving Party does not use or disclose the Disclosing Party's Confidential Information.
7. Neither party shall assign this Agreement in whole or part without the prior written approval of the other party.
8. Neither this Agreement nor the disclosure or receipt of Confidential Information will constitute or imply any promise to or intention to make any purchase of products or services by either party or its affiliated companies or any commitment by either party or its affiliated companies with respect to the present or future marketing of any product or service. This Agreement is not intended to be, nor will it be considered a joint venture, partnership, fiduciary relationship or other business relationship and neither party will have the right or obligation to share any of the



profits or bear any of the risks or losses of the other party. Neither party assumes any responsibility to the other for any costs, expenses, risks or liabilities associated with the exchange of the Confidential Information. This Agreement will not limit either party's right to conduct discussions with third parties similar to that undertaken pursuant hereto, so long as said discussions do not violate this Agreement.

- 9. The Receiving Party will advise its employees and contractors who have access to Confidential Information of the confidential nature thereof and agrees that its employees and contractors will be bound by the terms of this Agreement. The Receiving Party hereby agrees that it has shared a copy of this agreement to its contractors since they are bound by its terms and will not disclose any Confidential Information to any employee or entity who does not have a need for such information, nor will it disclose any Confidential Information to any third party without first obtaining the Disclosing Party's express written consent. For the purposes of this Section 9, the term "employee" will include, in addition to employees, directors, officers, consultants, collaborators and other agents of the Receiving Party.
- 10. This Agreement will be effective as of the date first written above and will continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information already provided hereunder will survive any termination of this Agreement for a period of three (3) years.
- 11. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE. The Receiving Party agrees to indemnify and hold harmless the Disclosing Party from and against any and all claims, losses, liabilities, damages, or costs (including reasonable attorneys' fees and court costs) which result from use of the Confidential Information or to any breach by the Receiving Party of the terms of this Agreement.
- 12. The Receiving Party hereby acknowledges and agrees that in the event of any breach of this Agreement by the Receiving Party, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information without the prior express written consent of the Disclosing Party, the Disclosing Party will suffer an irreparable injury, such that no

remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, the Receiving Party hereby agrees that the Disclosing Party will be entitled to seek specific performance of the Receiving Party's obligations under this Agreement and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages as may be granted by a court of competent jurisdiction. If any provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

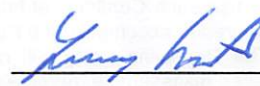
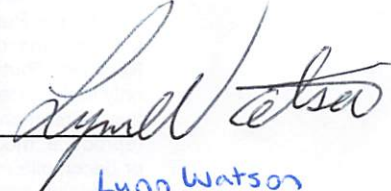
- 13. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the terms, conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.
- 14. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. This Agreement will be governed and construed, and the legal relations between the parties will be determined, in accordance with the laws of Ontario, Canada, without giving effect to the principles of conflicts of laws. Any notices required or permitted hereunder will be in writing and will be delivered as follows with the notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth below or such other address as either party may specify in writing.
- 15. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior contemporaneous understandings and agreements relating to the subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. This Agreement may be delivered by facsimile and the signatures set forth on such facsimile of this Agreement will be binding as an original.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed this Agreement as of the date first above written.

POMEGRAN INC.

NAME/COMPANY:

By: _____

By:  

Signature

Signature

Name: Kalai S. Kalaiichelvan

Name: Lacey Kastikainen

Title: CEO

Title: CAP/CLerk

Address: Suite 300, 75 International Blvd.

Address:

Toronto, ON M9W 6L9

208 Transpire of Macdonald, Meredith + Aberdair AVE
Church Street, Echo Bay, ON. POSICO