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City of Temiskaming Shores  
Expression of Interest  
CS-EOI-001-2023  
NEW LISKEARD MARINA EOI

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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## 1. Purpose

The City of Temiskaming Shores is seeking Expressions of Interest (EOI) from interested developers wishing to purchase or lease and develop 199 Riverside Drive (New Liskeard Waterfront Marina Property) in the City of Temiskaming Shores. Through this Expression of Interest process, the City aims to identify interested parties and discuss their proposals and concept plans to provide the City of Temiskaming Shores with potential options for the sale or lease and development of this municipal property. This is an Expression of Interest. No contractual obligations whatsoever will arise between the City and any Proponent who submits a proposal in response to this EOI until and unless City Council directs the City and Proponent to enter into a formal, written contract for the Proponent to acquire the Property identified in this EOI.

EOI submissions will be reviewed by the City of Temiskaming Shores Marina Working Group consisting of various municipal staff. Staff will then bring forward a recommended Proposal to City Council to consider proceeding with an Agreement of Purchase and Sale or Lease Agreement.

The Successful Proponent will provide a new development on the Property which will contribute positively to the overall community.

## 2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is in north-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of 9,634, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of six Councillors and one Mayor.

## 3. Definitions

**City:** means the Corporation of the City of Temiskaming Shores.

**Council:** means the elected Mayor and Council of The Corporation of the City of Temiskaming Shores.

**EOI:** means this expression of interest document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

**Property or lands:** means the property listed in Section 6 of this EOI.

**Proponent(s):** means all persons, partnerships or corporations who respond to the EOI and includes their heirs, successors and permitted assigns.

**Proposal(s):** means the proposal document(s) submitted in response to this EOI by a proponent.

**Successful Proponent:** means the Proponent whose EOI Proposal is/are accepted.

## 4. Submission

Submissions must be in **.pdf format** and submitted electronically to:

[tenders@temiskamingshores.ca](mailto:tenders@temiskamingshores.ca)

Subject Line: CS-EOI-001-2023 “NEW LISKEARD MARINA EOI”

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4116 or at [clerk@temiskamingshores.ca](mailto:clerk@temiskamingshores.ca), should the Proponent not receive an email from the [tenders@temiskamingshores.ca](mailto:tenders@temiskamingshores.ca) email account.

The closing date for the submission of proposals for this EOI will be at **2:00 p.m. local time on October 20<sup>th</sup>, 2023.**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals will not be accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The highest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposals shall be valid for 30 (days) days from the submission date.

The Form of Expression must be signed in the space provided on the form, with the signature of the Proponent. If a joint EOI is submitted, it must be signed and addressed on behalf of all Proponents. Any alterations or cross-outs must be initialed in ink by the Proponent. Failure to do so may result in the rejection of the Proposal by the City.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this EOI.

## 5. Questions

Any questions with respect to the specifications are to be directed to:

**Shelly Zubych**

Director of Corporate Services  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4107

Email: [szubych@temiskamingshores.ca](mailto:szubych@temiskamingshores.ca)

It will be the Proponent's responsibility to clarify any details in question not mentioned in this EOI before presenting the submission. Questions relating to this EOI must be received by **October 13<sup>th</sup>, 2023, 12:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this EOI document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

## **6. Property Overview**

The legal description of the Property is as follows:

PCL 22186 SEC SST; FIRSTLY PT LT 9 CON 1 DYMOND PT 1 TO 8, 54R2733, PT 1, 54R2941 & PT 8 TO 11, 54R3499 S/T LT61457; SECONDLY WATER LT BLK A IN FRONT OF LT 9 CON 1 DYMOND PT 9 & 10, 54R2733, PT 2, 54R2941 & PT 12, 54R3499 BEING LAND & LAND COVERED WITH WATER; THIRDLY WATER LT BLK B IN FRONT OF LT 9 CON 1 DYMOND PT 11, 54R2733 BEING LAND COVERED WITH WATER; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

The current civic address is: 199 Riverside Drive, New Liskeard

**The Proponent acknowledges that the subject Property is being sold or leased by the City on an “as is” and “where is” basis.**

The entire Property is approximately 3.57 acres in size. The buildings and fenced property is approximately 1.73 acres in size.

The development of this Property could capitalize on the many existing assets and attractions already in place that define the New Liskeard waterfront as a destination. Nestled in the heart of this waterfront location, the development site is within walking distance of one of the City's downtown cores and several municipal parks.

The Property has municipal water, sewer, and stormwater services available for connection. The Property fronts Lake Temiskaming with a 3,000 square foot building/garage used as the municipal marina office. See attached report for building condition information. A second 2,000 square foot storage building with fenced area is also located on the Property.

It is proposed that the portion of land that the boardwalk sits on including a 15ft buffer on either side be retained by the City for all options.

The subject lands are designated as Open Space in the City of Temiskaming Shores' Official Plan. The Property is currently zoned as Downtown Commercial in the City Zoning By-Law. As such an Official Plan Amendment may be required based on the type of proposed development. Additionally, the City may apply Site Plan Control to any potential development.

### **The Property (Excludes Marina)**

The City is proposing four options for Proponents' consideration.

**Separate Proposals must be submitted should a Proponent be interested in more than one option.**

#### *Option 1*

Purchase of entire 3.57 acres of property. This includes the buildings and adjacent green space indicated on Image 1.

#### *Option 2*

Lease of entire 3.57 acres of property. This includes the buildings and adjacent green space indicated on Image 1.

#### *Option 3*

Purchase of buildings and fenced area (approximately 1.73 acres). This would not include the adjacent green space. Indicated on Image 2.

#### *Option 4*

Lease of buildings and fenced area (approximately 1.73 acres). This would not include the adjacent green space. Indicated on Image 2.

### **The Marina**

The City is proposing three options for the existing boat slips and associated infrastructure including electrical, water, washrooms, fuel tank and pumpout.

**Separate Proposals must be submitted should a Proponent be interested in more than one option.**

#### *Option 1*

As part of the Agreement of Purchase and Sale, in addition to the Property outlined below, the Proponent purchases the adjacent water property which includes all associated marina infrastructure including docks, slips, walkways fuel tank and pump, and waste

pump. The Proponent will agree as part of the Agreement of Purchase and Sale to operate the marina for a period of at least 10 years.

### *Option 2*

The Proponent leases the adjacent water property which includes all associated marina infrastructure including docks, slips, walkways fuel tank and pump, and waste pump.

### *Option 3*

As part of the Agreement of Purchase and Sale or Lease Agreement, the City will retain all infrastructure on the water side of the boardwalk including docks, slips, walkways, electrical, water etc. The Proponent shall make the necessary plans within their development to allow public access to the marina and necessary infrastructure to allow for electrical and water hookups on the docks to remain. The Proponent shall also provide a public washroom on their property which shall remain available as long as the City maintains the marina or pay the costs for the City to erect a replacement washroom on its own property to serve marina patrons.

The boat launch shall remain as City property in all options.



Overview of Subject Property: Image 1





Overview of Subject Property: Image 2



## **7. Property Access**

Prior to submitting an EOI, Proponents should visit the Property in order to familiarize themselves with the site conditions and the surrounding area. Site visits shall be undertaken at the Proponent's own risk and the Proponent shall leave the site in the same condition as that in which it existed immediately before that Proponent entered the property. The City assumes no responsibility for any damage or loss that may occur as a result of accessing the Property.

By submitting a Proposal, Proponents represent and warrant that they have visited the Property to make their own determinations as to the existing conditions and those likely to be encountered in the future should their Proposal be accepted. In any event, by submission of a Proposal, each Proponent warrants that they have been afforded such an opportunity and shall accept any condition that may be encountered on the Property.

## **8. Possible Selection of Proponent**

The City will consider all Proposals received and may enter into discussions with one or more Proponents, without such discussions in any way creating a binding contract between the City and any such Proponent.

The City reserves the right to request additional information and/or verbal information from Proponents and/or other parties and to independently verify any information received.

It is important to note that as this is an EOI, the highest bid will not necessarily be selected. Please see Section 10 "Evaluation of Expression of Interest" below regarding selection criteria.

Once staff have reviewed all Proposals, an Administrative Report with recommendations will be submitted to the City Council for consideration. No agreement can be entered into by the City without the approval of City Council, which has the sole legal authority to commit the City to any contract or other legal obligation.

Council may elect to accept, reject or modify City staff's recommendations. No contractual, tort or other legal obligations are created or imposed on the City or other individual, officer or employee of the City by the Expression of Interest documentation or by submission or consideration of any Proposal by the City.

There will be no binding agreement with the City, unless and until a formal written Agreement of Purchase and Sale or lease has been negotiated, agreed to, and executed by the City and the successful Proponent.

In its sole and absolute discretion, the City has no obligation to accept any Proposals. For further clarification, the City may reject any and all Proposals for any or no reason and may at any time cancel this EOI by addendum and has a further right, prior to the fully executed Agreement of Purchase of Sale or Lease Agreement, to decide not to sell the Property

without liability for any loss, damage, cost or expenses incurred or suffered by any Proponent as a result of such cancellation. If the City cancels this EOI, the City may issue a new EOI at any time or enter into discussions or negotiations with any party for the sale and development of the Property.

## **9. Proposed Timeline for EOI**

The EOI process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of EOI:	September 11 <sup>th</sup> , 2023
Deadline for Submitting Questions:	October 13 <sup>th</sup> , 2023
Deadline for Responding to Questions:	October 17 <sup>th</sup> , 2023
EOI Proposal Submission Deadline:	October 20 <sup>th</sup> , 2023

## **10. Evaluation of Expression of Interest**

Each Proposal received by the City of Temiskaming Shores through this EOI process will be separated by option as outlined in Section 6, reviewed and scored based on the evaluation criteria included below.

Provided below in Sections A - D, are questions to be used as a guide to providing a Proposal for this EOI. Evaluation of Proposals will be based on Proponent's Proposal's providing answers to these questions.

### **Section A – Business Background and Experience**

1. Legal name of company, address, telephone number and contact person assigned to manage this Proposal;
2. Company description and history;
3. Any further additional information that provides business background, business practice and experience that is relevant to this Proposal; and
4. Other Comments

**Section B – Financials (20 points)**

1. Proposed purchase or lease price that the Proponent is willing to pay for the purchase or lease of the Property, exclusive of Harmonized Sales Tax, Land Transfer Tax and legal costs;
2. Proposed deposit amount and whether such deposit amount would be proposed to be refundable or not. In the event payments are proposed in phases, the proposed timing of such phases;
3. Proposed legal costs of the transfer for both parties (100% payable by Buyer, 100% payable by Seller, or on a shared basis) in the event of the sale; and
4. Proposed conditions, precedent and dates for subject removal, proposed completion, adjustment, and possession dates.

**Section C – Proposed Development Description (45 Points)**

1. High-level overview of the proposed development in a completed state including preliminary site concept and renderings;
2. Consideration for the public's continued use included in development of the Property;
3. Economic benefit of the proposed development to the community and information pertaining to job creation/attraction and or business creation/attraction;
4. Preference for continuation of Marina services and acknowledgement of the public's continued use of the boardwalk; and
5. Proponents are encouraged to include as part of their Proposal, a Net Zero Energy Ready building as defined in the National Energy Code of Canada for Buildings 2017 (NECB).

**Section D - Statement of Qualifications (35 Points)**

1. Qualifications the developer possesses to ensure the proposed project will be successfully completed as described within the summary; and
2. General background and nature of the developer's proposed business and previous development experience.

Proposals shall be no more than 22 pages in length including one (1) page for a cover page and two (2) pages for the required submission forms.

**11. Additional Information and Documents**

Additional documents and plans are available at the following locations to help guide the development of Proposals:

- [City of Temiskaming Shores Official Plan](#)
- [City of Temiskaming Shores Comprehensive Zoning By-law](#)
- [Economic Development Strategic Plan](#)
- [Recreation Master Plan](#)
- [Cultural Plan](#)
- [Accessibility Plan](#)

- [Site Plan Control Requirements](#)
- New Liskeard Marina Building Reports (Appendix 01)
- Geotechnical Report (Appendix 02)
- Public Consultation Results (Appendix 03)

## **12. Amendments**

The City at its sole discretion reserves the right to revise this EOI up to the final date for the deadline for receipt of Proposals. The City will issue changes to the EOI by addendum only. No other statement, whether oral or written, made by the City will amend the EOI. The City will make every effort to issue all addenda no later than the seventh (7<sup>th</sup>) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the EOI, and any addenda issued pursuant to this Section.

The Proponent is solely responsible for ensuring that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the EOI response form.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Proposal in response to this EOI, the Proponent acknowledges and agrees that the addenda shall be posted on [www.temiskamingshores.ca](http://www.temiskamingshores.ca) and it is the sole responsibility of the Proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Expression of Interest without notice.

## **13. Proposal Withdrawal or Amendment**

Proponents may amend or withdraw their Proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Proponent who has already submitted a Proposal may submit a further Proposal for the same Option as outlined in this EOI, at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Proponent for this EOI. A Proposal may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the Proposal submission.

## **14. Right to Accept or Reject Submissions**

The City does not bind itself to accept any Proposal and may proceed as it, in its sole discretion, determines, following receipt of the Proposals. The City reserves the right to accept any Proposal in whole or in part or to discuss with any Proponent different or additional terms to those envisaged in this EOI or in such Proponent's Proposal.

The City reserves the right to:

- Accept or reject any or all of the Proposals;



- If only one Proposal is received, elect to reject it;
- Reject as informal any Proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the EOI;
- Elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
- To waive irregularities and formalities at its sole and absolute discretion.

This EOI does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

## **15. Solicitation**

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councilor, officer or employee of the City with respect to the EOI, whether before or after submission of the Proposal, the City shall be entitled to reject or not accept the Proposal.

## **16. Subcontracting**

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

## **17. Independent Contractor Status of Proponent; Declaration of Conflicts**

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest a Proponent may have with the City or any employee of the City will be identified and described in detail in the Proposal of each proponent (Conflict of Interest Declaration).

## **18. AODA Compliance**

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005,



the Proponent shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Proponent acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## **19. Freedom of Information**

Upon submission, all Proposals become the property of the City and will not be returned to the Proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the Proposals of all Proponents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Proposal should be clearly identified.

## **20. Preparation of Proposals**

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Proposals or the cancellation of this EOI.

## **21. Finalizing Terms**

This EOI will not constitute a binding agreement but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation and does not mean that the Successful Proponent's Proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments, or modifications to the Successful Proponent's Proposal without offering the other Proponents, the right to amend their Proposals.

## **22. Commitment to Negotiate**

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City, to execute documentation as aforesaid up to sixty (60) days following the date of submission of their Proposals.

## **23. Agreement**

A written agreement prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any agreement.

Any agreement resulting from this Expression of Interest shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

## **24. Performance**

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

## **25. Conflict Resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;

- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

## **26. Indemnification**

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular, any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

## **27. Unenforceable Provisions**

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

## **28. Force Majeure**

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

## **29. Errors & Omissions**

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

**City of Temiskaming Shores  
CS-EOI-001-2023  
NEW LISKEARD MARINA EOI  
Response Form**

Proponent's submission to:

*The Corporation of the City of Temiskaming Shores*

The Proponent declares through submitting a Proposal and by endorsing below, that:

- 1) I/We have read and understand City of Temiskaming Shores CS-EOI-001-2023, including all Addenda, and hereby agree to all of the Requirements, Terms and Conditions set out therein;
- 2) No person(s), firm or corporation other than the Proponent making an EOI Proposal has any personal interest in a potential award pursuant to this EOI;
- 3) No member of City Council and no officer or employee of the City is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or Lease Agreement in any monies derived therefrom;
- 4) The potential Proponent makes these Proposals without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the Property;
- 5) I/We understand that in submitting this Proposal, the highest price proposed for the purchase or lease of the Property or any Proposal at all may not necessarily be accepted and that an award pursuant to this EOI is limited to the opportunity to negotiate a form of potential Agreement of Purchase and Sale or Lease Agreement with City Council;
- 6) I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the City has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the Proponent and that the Proponent is estopped from pleading or asserting otherwise in any action or proceeding.

We/I,

\_\_\_\_\_  
(Registered Company Name/Individuals Name)

Of,

\_\_\_\_\_  
(Registered Address and Postal Code)

Phone Number:

Email:

\_\_\_\_\_  
\_\_\_\_\_

<b>The Property</b> <b>Option as described in Section 6.</b>	<b>1</b> <input type="checkbox"/> <b>2</b> <input type="checkbox"/> <b>3</b> <input type="checkbox"/> <b>4</b> <input type="checkbox"/>
<b>Description</b>	<b>Amount</b>
Proposed Purchase Price:	\$
Proposed Lease Price:	\$
Proposed Purchase Deposit:	\$
<b>The Marina</b> <b>Option as described in Section 6.</b>	<b>1</b> <input type="checkbox"/> <b>2</b> <input type="checkbox"/> <b>3</b> <input type="checkbox"/>
<b>Description</b>	<b>Amount</b>
Proposed Purchase Price:	\$
Proposed Lease Price:	\$
Proposed Purchase Deposit:	\$

We/I have submitted a Proposal which is no more than 22 pages in length.	Yes <input type="checkbox"/>
We/I have submitted the necessary information for the City of Temiskaming Shores to evaluate our/my Proposal.	Yes <input type="checkbox"/>

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER \_\_\_\_\_ in preparing my/our Proposal.

Proponents Authorized  
Official:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Form 1 to be submitted.**