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A PROPOSAL FOR AFFLECK GREENE MCMURTRY LLP

Communication and Government Relations Support

November 2025

Sussex Toronto
155 University Ave. Suite 1900
Toronto, ON M5H 3B7

Sussex Ottawa
340 Albert St. Suite 1650
Ottawa, ON K1R 7Y6

November 14, 2025

Michael Binetti
Managing Partner
Affleck Greene McMurtry LLP
365 Bay Street, Suite 200
Toronto, Ontario, Canada M5H 2V1

Sent via email to: **mbinetti@agmlawyers.com**

RE: Proposal for Communications and Government Relations Services

Dear Michael,

Thank you for your interest in the professional consulting services provided by Sussex Strategy Group Inc. (Sussex). Sussex is excited about the prospect of working with you and your team to advance your client's interests through strategic government relations and communications.

As Canada's Premier Public Affairs firm, our team is committed to delivering exceptional results with our unparalleled experience and capabilities to serve you across diverse jurisdictions and sectors.

The following represents our proposal for services based on our understanding of your objectives and our initial assessment of the work required to achieve them. We believe we have assembled the right mix of experience, expertise, and resources to meet your needs. This proposal is intended to share with you our vision to help you achieve yours.

Please contact me at your convenience should you have any questions or require any clarifications on our proposal. Thank you again for the opportunity and for your consideration.

Sincerely,



Jamie Besner
Managing Partner

Encl: Proposal for Government Relations and Communications Services, November 14, 2025

ABOUT SUSSEX STRATEGY GROUP

We are Canada's Premier Public Affairs firm, driven by passion to deliver on our client's success.

With a profound understanding of how to advance public affairs strategies, our integrated team of experts empowers businesses, corporations, associations, and non-profit organizations to navigate the dynamic public landscape.

We are committed to creating tailored solutions that drive tangible results – from business advisory and government relations to strategic communications and digital advocacy, we help you shape public opinion, influence government policy, and advocate for your interests.

Our service offering includes government relations and public affairs support at all levels; strategic planning and advice; planning, government funding, procurement facilitation and strategy development; community and Indigenous relations; trade facilitation and business-to-business advisory services; environmental permitting and approvals; regulatory support; monitoring and issues management; corporate communications, digital campaigns; grassroots mobilization strategies and crisis communications; community and Indigenous relations.

With our expanding nationwide presence and network of affiliates, our team embodies our values of trust, impact, innovation, excellence, and connection in everything we do. We invite you to experience the Sussex advantage for yourself – where challenges are transformed into opportunities for growth.

Our Ontario Government Relations Practice is comprised of a seasoned team that has decades of experience in government, politics and providing strategic counsel and advisory services, policy and document development, stakeholder engagement and of course, advocacy and government relations. We have developed extensive experience and relationships working with key decision-makers. Our team also brings deep expertise in a number of policy areas including municipal affairs, housing, infrastructure and economic development.

Our Communications team is your trusted strategic thought partner, dedicated to elevating your profile, driving public awareness, and positioning you for success in your target market. We assist clients in effectively communicating with the media, employees, regulators, governments, communities, NGOs and unions, often under the most demanding and sensitive circumstances.

We excel in delivering comprehensive communications solutions that encompass every facet of your organization's needs. From market shaping and brand building to media relations and strategic communications, we offer a wide array of services to meet your unique requirements. Our expertise also encompasses reputation management, community engagement, issues management, stakeholder engagement, strategic planning, and everything in between.

AFFLECK GREENE MCMURTRY LLP OBJECTIVES

Objective

Based on our preliminary discussion, our understanding is Affleck Greene McMurtry (AGM) is looking for our services to assist its client, the Township of Springwater, with the following objectives:

- Engage with the provincial government to publicly indicate that the mayor's use of the strong mayor powers to require a vote on a bylaw to accept the agreement was within the scope of the legislation.
- Develop compelling messaging for both government decision-makers and the community the benefit of the overall agreement vis-à-vis the cross-border servicing for future development within the Township.

Background

Over the last two years, the Township of Springwater has been in discussions with Barrie, Oro-Medonte and Simcoe on the City's boundary framework proposal that would redistribute some land in exchange for cross-boundary servicing.

At the November 5, 2025 Regular meeting of Council, a report was presented regarding the City of Barrie Proposed Boundary Adjustment and motion C440-2025 was introduced with two options: Option 1 to approve the boundary adjustment agreement and Option 2 to reject the agreement.

Councillor Moore advised she had a motion without notice to introduce, Council approved this request and C443-2025 was introduced and supported by council. Following this, the deferred motion (C440-2025) was then put back on the table and staff advised that because of the outcome of C443-2025, option 1 was no longer appropriate as it was in direct conflict to motion C443-2025 (which approved alternative mapping and no cross-border servicing). This led to Council voting in favour of option 2, to reject the framework agreement.

Mayor Coughlin then introduced a by-law, under the authority of strong mayor powers, to approve the framework agreement and authorize its execution. The motion to approve the by-law (C445-2025) was debated and passed with by 1/3 majority. Councillor Fisher put forward a motion without notice (C446-2025) requesting Loopstra Nixon LLP be directed to challenge the validity of the Mayor's by-law.

On November 7 and 8, Mayor Coughlin introduced two mayoral decisions that revoked the by-law to confirm the proceedings of the Township of Springwater at its meeting held on November 5, 2025, in part, as it applies to resolution C446-2025 to direct Loopstra Nixon LLP to commence legal proceedings (hereinafter referred to as the "By-law") and directed the town to retain external legal counsel and issue a written notice to Loopstra Nixon LLP confirming cessation of its engagement with the Township.

Council held a special meeting on November 10 where a motion was introduced challenging the use of strong mayor powers on November 7 and 8. The motion was approved and on November 12, the Mayor issued a mayoral decision reaffirming the two previous mayoral decisions on November 7 and 8.

On November 12, Council then introduced and passed a motion declaring that the Mayor could not use the strong mayor powers to veto council decisions, stating the resolutions in question C446-2025 and C452-2025 are not by-laws and that the official position of Springwater Council is to oppose Barrie's proposal.

Council also stated in the motion that Springwater will proceed with the court actions to quash the Mayor's Strong Mayors Bylaws and proceed with the judicial inquiry and that Loopstra Nixon continues to be Counsel for the Township of Springwater despite the Mayor's direction.

The Mayor and township are looking for the provincial government to demonstrate support of Mayor Coughlin's use of the strong mayor powers on this matter.

HOW SUSSEX CAN HELP

As public affairs professionals, Sussex is adept at navigating the complex nature of government engagement and advocacy to support our client's interests. We help to connect the dots between policy imperatives, funding opportunities, market dynamics, and client objectives. Based on our understanding of your objectives, the following describes ways in which Sussex can help.

A. Strategy Development and Key Message Development

[redacted]

B. Strategic Provincial Government Engagement

[redacted]

[redacted]

C. Crisis Communications

[redacted]

OUR TEAM

One or more Sussex consultants will have primary responsibility for supervising all the work we undertake for you. A matter is normally assigned to one or two consultants at Sussex, who may request others to assist from time to time. The consultant with primary responsibility will also determine the appropriate additional staffing for each matter and whether it is appropriate to consult with other Sussex professionals in specialized areas of practice.



Each team member's biography is attached in Appendix "A" of this proposal. We would be pleased to discuss the staffing of any matter with you.

PRICING STRUCTURE AND RETAINER

We believe that the scope of work defined above is best structure on hourly basis.

You will be billed according to our hourly fee schedule (exclusive of HST, expenses and disbursements), as follows:



Consultants are assigned to assist on the basis of their experience and expertise, the nature and scope of the issues, and the applicable time constraints. We will make every effort to assign consultants at the appropriate level of skill and hourly rate.

Hourly rates are adjusted periodically to reflect the experience, capability and seniority of our professionals and staff, as well as general economic factors. Our hourly rate information is confidential information of our firm, disclosed to you solely for the purposes of the engagement to provide you with consulting services. You will not

use the information for any other purpose or disclose the information to any third party without our prior written consent.

At this time, we anticipate that the following consultants will work on this matter. Their current hourly rates for this engagement correspond to the fee schedule above and, for certainty, only apply to services beyond the scope of this engagement.



RETAINER AGREEMENT

The purpose of this letter is to set out the scope of the engagement and the basis on which we will provide services.

Although the engagement relates to the matter described below, if you request us to undertake additional matters or if the scope of the engagement is expanded, the additional services will be governed by the terms and conditions of this letter unless you and we agree otherwise.

A. Overview

Term Start	Date above
Anticipated Term Length	Month-to-Month
Fee Arrangement	GR Retainer: Hourly
Out of Scope Work	Hourly Rates
Termination	On written notice

B. Description of Client

We will be providing advice to Affleck Greene McMurtry LLP ("**you**", "AGM" or the "**Company**") in this matter. Our engagement with you does not include any engagement with related persons or entities, such as the individuals or entities that are shareholders, directors or officers of a corporation, its parent, subsidiaries, or affiliates; partners of a partnership or joint venture; or members of a trade association or other organization. In providing services to you, we are not acting for or taking on any responsibilities, obligations, or duties to any such related persons or entities and no relationship is created between us and any such related persons or entities under this engagement.

C. Description of Mandate

You have retained us to provide you with assistance across the following service areas:

i. Political advice and guidance in Ontario:

a. Gather intelligence and have information discussions with target decision-makers
b. Provide strategic advice to AGM's client on engagement with key decision-makers
c. Support AGM's client, the town of Springwater, in meetings with the Government

ii. Advice and guidance regarding communications, including:

a. Developing messaging
b. Reviewing materials
c. Provide recommendations and advice on communications tactics
d. Provide issues management support through drafting of materials, media training and monitoring

iii. General

a. We will provide you with services which in our professional judgment are reasonably necessary and appropriate to carry out this mandate.

b. We confirm that (i) we are not providing services except as described above, and (ii) once our work on this matter has been completed, we will not advise you as to subsequent developments relating to this matter.

c. We will provide our services in compliance with applicable legislation, regulations, professional obligations, and our own internal policies.

To support in the effective delivery of services under this engagement, we will regularly meet with you and anyone from the Company with whom you instruct us to meet, to ensure timely execution of all deliverables. This may include regular meetings, strategic planning sessions, drafting reports and materials, in addition to other support and information required for internal briefings or discussions.

D. Instructions

We will accept instructions from anyone in your organization who has apparent authority in connection with this matter unless you instruct us otherwise.

E. Term and Termination

The term of this engagement will commence on the date above. This engagement will terminate when written notice is given in accordance with this section.

You may terminate this engagement at any time upon written notice. Following the termination of this engagement, you will remain responsible for our fees, expenses, and disbursements up to the date on which this engagement is terminated.

F. Confidentiality

We will not disclose or misuse your confidential information, subject only to applicable law and our professional obligations, unless you provide us with instructions to disclose such information. These restrictions shall not apply to any information that:

(i) is independently developed by Sussex or lawfully received free of restriction from another source having the right to so furnish such information; or
(ii) after it has become available or known to the public; or
(iii) which at the time of disclosure to Sussex was known to Sussex free of any restriction on disclosure; or
(iv) which you agree may be disclosed.

We will not disclose to you information we hold in confidence for others (even where such confidential information would be relevant to our engagement with you) or disclose to others information we hold in confidence for you (even where such confidential information may be relevant to our engagement of those others).

G. Independent Contractor

Sussex is an independent contractor and not an agent or employee of the Company and shall have no authority to incur any obligations or liabilities on behalf of the Company and shall not be deemed to be an agent of the Company. Sussex has the responsibility to manage and control Sussex's employees, representatives, sub-contractors, and agents, and shall be solely responsible for determining the means, manner and methods in which services are performed. Sussex is not an employee of the Company, nor entitled to credit for hours worked or benefits under any the Company welfare benefit plan. The Company shall have no obligation to Sussex with respect to health insurance, life insurance or any other similar benefits or other insurance protection.

H. Notices

All notices, requests, demands other communications by the terms hereof required or permitted to be given by one party to the other shall be in writing to the applicable addressee as follows:

(i) to Sussex at:
Sussex Strategy Group Inc.
155 University Avenue, Suite 1900
Toronto, ON M5H3B7
Attn: Jamie Besner, Managing Partner

(ii) to Affleck Greene McMurtry LLP at:
Affleck Greene McMurtry LLP
365 Bay Street, Suite 200
Toronto, Ontario, Canada M5H 2V1
Attn: Michael Binetti, Managing Partner

or at such other addresses, electronic or physical, as may be given by either of them to the other in writing from time to time.

I. General

Your obligations in respect of payment of fees and expenses, and termination as outlined within this engagement and these terms and conditions shall survive termination of this engagement.

Each provision of this engagement is severable and if any provision (in whole or in part) is or becomes invalid or unenforceable or contravenes any applicable regulations or laws, the remaining provisions, and the remainder of the affected provision (if any) will not be affected.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

J. Privacy

During this engagement, you may provide us (and we may collect) personal information that is subject to applicable privacy protection laws. On your behalf, we will collect, use, or disclose that personal information for the sole purpose of providing our services to you.

K. Governing Law

Our engagement with you is governed by the laws of the province of Ontario and the federal laws of Canada. Any dispute between us will be dealt with exclusively in the courts of that province.

If you are satisfied that you wish us to retain us on the basis outlined above, please sign the enclosed duplicate copy of this letter, and return it to us.

Yours truly,



Jamie Besner
Managing Partner
Sussex Strategy Group Inc.

We hereby acknowledge and agree to the terms of the retainer, as set forth above:

[COMPANY NAME]

Per: _____

Name: [•]

Title: Authorized Signing Officer

I have authority to bind the corporation.

CONFIDENTIALITY

Sussex will not disclose or misuse your confidential information, subject only to applicable law and our professional obligations, unless you provide us with instructions to disclose such information. These restrictions do not apply to any information that:

1. is independently developed by Sussex or lawfully received free of restriction from another source having the right to so furnish such information; or
2. after it has become available or known to the public; or
3. which at the time of disclosure to Sussex was known to Sussex free of any restriction on disclosure; or
4. which you agree may be disclosed.

We will not disclose to you information we hold in confidence for others (even where such confidential information would be relevant to our representation of you) or disclose to others information we hold in confidence for you (even where such confidential information may be relevant to our representation of those others).

COMPLIANCE AND ETHICS

Sussex will perform its duties in compliance with applicable federal and provincial laws, including registering its engagement with the Office of the Integrity Commissioner and the Ontario Lobbyist Registry.

We have developed internal systems and processes to ensure we are always providing services to you by adhering to a high ethical standard, often above and beyond what is required by law.

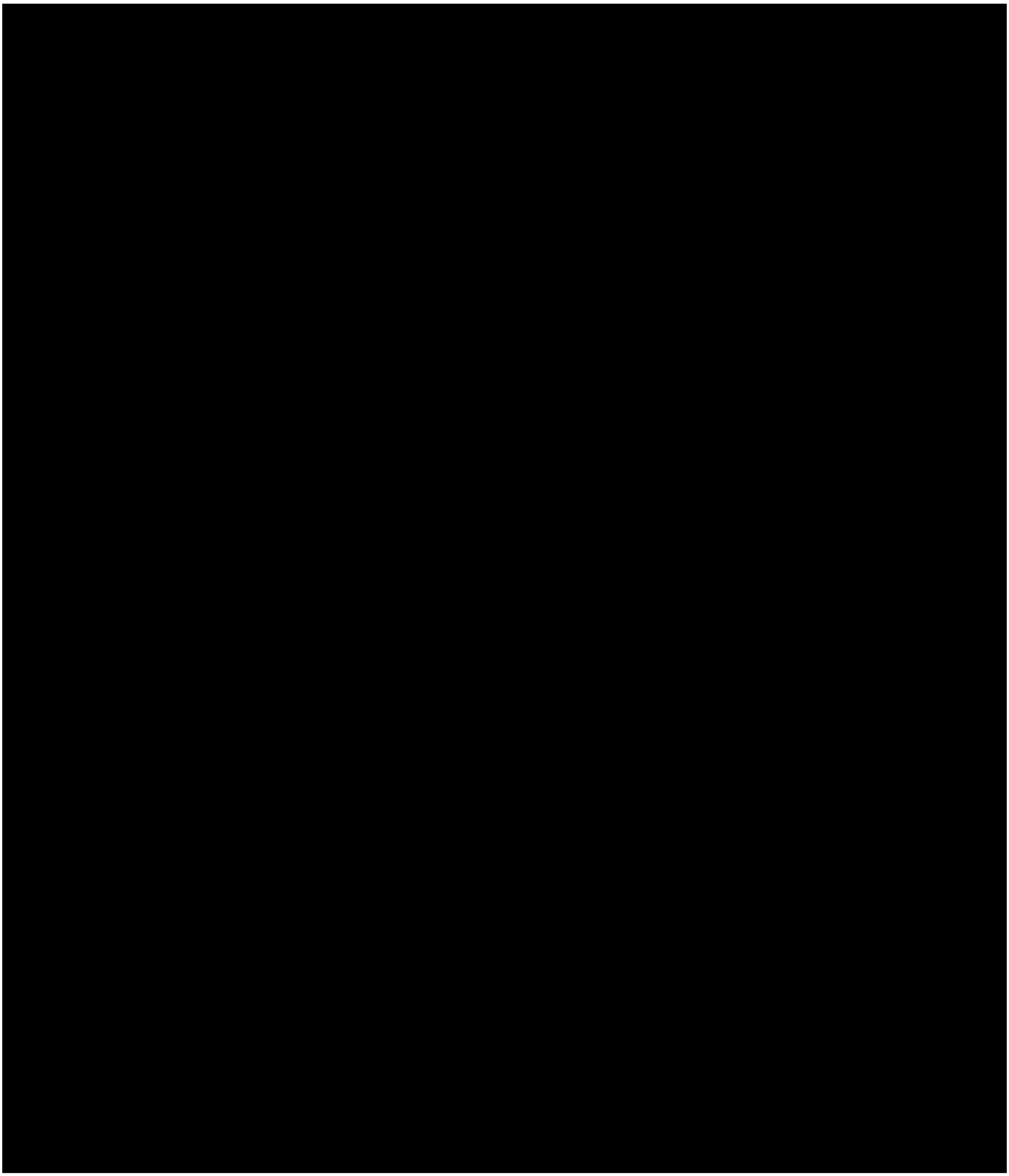
CONCLUSION

We are eager to help you achieve your goals. We pride ourselves in the breadth of our expertise and the uncompromising standards to which we hold ourselves. We are confident that we can deliver results. Please do not hesitate to reach us to us if we can provide any further information.

APPENDIX A – YOUR DEDICATED TEAM

Our team of professionals work collaboratively to ensure we produce the highest quality of work in the industry. We have specifically selected the following team to service your account.





[redacted]

More information about our firm can be found at **www.sussex-strategy.com**