

Schedule "A"

THIS AGREEMENT made this 28th day of April, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

- and -

SAULT STE. MARIE HOUSING CORPORATION

(hereinafter called the "Housing Corp")

WHEREAS the Housing Corp is the owner of the lands in the City of Sault Ste. Marie known as 548 Albert Street East, and identified as assessment roll number (new parcel – no roll number yet assigned) and which Housing Corp leases the said Property to the District of Sault Ste. Marie Social Services Administration Board ("DSSMSSAB") to operate an Administrative Building to provide social and health services to the residents of the City of Sault Ste. Marie from the Property since the said lease has been in effect;

AND WHEREAS the Housing Corp is a wholly owned subsidiary of the DSSMSSAB;

AND WHEREAS subsection 110(1) of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended (hereinafter called "the Act") provides that the Council of a municipality may enter into agreements for the provision of "municipal capital facilities" by any person and Ontario Regulation 603/06 provides that such an agreement can be entered into for a municipal capital facility used for the provision of social and health services (s.2, para. 10 of O.Reg. 603/06);

NOW THEREFORE the parties hereto agree as follows:

1. This is an agreement for the provision of a municipal capital facility by the City under s.110(1) of the *Act*;
2. The municipal capital facility is used for the provision of social and health services, specifically the Administrative Building for the DSSMSSAB which provides such services to the public;
3. The City shall cause its Clerk to give the necessary notice of the by-law permitting the City to enter into this agreement to the Minister of Finance as provided for in s.110(5) of the *Act*;
4. Upon the signing of this Agreement, the City shall pass a by-law under s.110(6) of the *Act* and s.6(1)(b) of O.Reg.603/06 exempting the Housing Corp, which is a wholly owned subsidiary of DSSMSSAB, a Local Board, from taxation for municipal and school purposes for the lands and the municipal capital facilities thereon;

5. The City shall, upon the passing of the tax exemption by-law referred to above, cause its Clerk to give written notice of the contents of the by-law to the entities, as required under s. 110(8) of the *Act*;
6. If the lands are no longer used for the provision of social and health services for the benefit of the public, the City may at its discretion determine to remove the tax exemption status implemented pursuant to paragraph 4 herein. If the Housing Corp terminates or allows the expiry of the lease agreement between themselves and the DSSMSSAB for the Property, the tax benefits of this Agreement shall no longer be in force; and
7. This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals or caused to be affixed their corporate seals under the hands of the duly authorized officers as the case may be.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SAULT STE. MARIE HOUSING CORPORATION

I have the authority to bind the corporation.