

Schedule "A"

THIS AGREEMENT made this 9th day of April, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

- and -

THE INCORPORATED SYNOD OF THE DIOCESE OF ALGOMA
(hereinafter called the "Diocese")

WHEREAS the Diocese is the owner of the lands in the City of Sault Ste. Marie known as 180 Brock Street, and identified as assessment roll number 57-61-020-038-052-00-0000-00 (the "Property") and which Diocese leases the said Property to the Sault Ste. Marie Police Services ("SSMPS") to operate a new Downtown Police Division to service the residents of the City;

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 related to policing, fire-fighting and by-law enforcement (s.2, para. 8 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 leased and used by SSMPS to provide policing for 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 Sault Ste. Marie Police Services 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 policing for the public, the City may at its discretion determine to remove the tax exemption status implemented pursuant to paragraph 4 herein. If the SSMPS terminates or allows the expiry of the lease agreement between themselves and the Diocese 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

THE INCORPORATED SYNOD OF THE DIOCESE OF ALGOMA

Halley MacDonnell

I have the authority to bind The Incorporated Synod of the