

Schedule "A"

LICENCE TO OCCUPY

THIS LICENCE made in duplicate this 23rd day of June, 2025.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

SOYA (SAVE OUR YOUNG ADULTS) FROM DRUG ABUSE

(hereinafter referred to as the "SOYA
Licencee")

WHEREAS the Algoma District School Board (ADSB) is the registered owner of the lands and premises municipally known as 241 Albert Street West, legally described in PIN 31576-0001 ("Subject Property") as shown on the map attached and marked as Schedule "A".

AND WHEREAS the City and ADSB entered into a Licence to Occupy Agreement dated July 18, 2016 whereby the ADSB granted the City permission to occupy a portion of the Subject Property to create a Playground, Orchard/Community Garden, Sugar bush, Basketball Court and a section of the Hub Trail pursuant to the terms and conditions as set out in the Licence Agreement appended as Appendix 1 hereto;

AND WHEREAS the City and ADSB entered into an Extension Agreement dated June 8, 2021 for a period of one (1) year commencing July 1, 2021 and ending July 1, 2022 and which Extension Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions;

AND WHEREAS the Licencee has requested permission to operate the Community Garden at the Subject Property on behalf of the City and the City is agreeable to same, and further ADSB has also provided their consent which is attached as Appendix 2.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

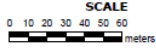
This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

SCHEDULE "A"



ServiceOntario

PRINTED ON 04 DEC, 2023 AT 15:54:32
FOR LILIANA01



PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

	FREEHOLD PROPERTY
	LEASEHOLD PROPERTY
	LIMITED INTEREST PROPERTY
	CONDOMINIUM PROPERTY
	RETIRED PIN (MAP UPDATE PENDING)
	PROPERTY NUMBER
	BLOCK NUMBER
	GEOGRAPHIC FABRIC
	EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES
REVIEW THE TITLE RECORDS FOR COMPLETE
PROPERTY INFORMATION AS THIS MAP MAY
NOT REFLECT RECENT REGISTRATIONS
THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND
REGISTRATION SYSTEM AND HAS BEEN PREPARED
FOR PROPERTY INDEXING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE
RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS ARE SHOWN
REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT ILLUSTRATED



SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the Subject Property for the purposes of operating the Community Garden.
2. For the term, the City has no obligation to make any improvements or provide any maintenance to the Subject Property described in this Licence. These obligations are the Licencee's.
3. **Term**

The Term of this Licence shall commence on the 25th day of June, 2025, and shall be for a period of one year terminating on May 31, 2026. This Agreement may be renewed on a yearly basis from June 1, 2026 to June 1, 2027 and thereafter, if the Licencee provides the City with notice of its desire to renew this Licence sixty (60) days before expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence. A renewal of this Licence is further conditional on the renewal of the Licence between the City and ADSB. The parties acknowledge and agree that this Licence shall automatically terminate if the Licence between the City and ADSB terminates.

The City or the Licencee may also cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Legal Department, Level 4
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LICENCEE

SOYA (SAVE OUR YOUNG ADULTS) FROM DRUG
ABUSE
179 Gore Street
Sault Ste. Marie ON P6A 1M2

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted

in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's operation of the Community Garden covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's Community Garden not been so installed, used, maintained, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the Subject Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the Subject Property.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days' written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. If the City, ADSB or any utility requires access to the Subject Property for any purpose such as but not limited to access to any infrastructure in the area of the Subject Property, the Licencee shall provide the access so required, and the City, ADSB and utility shall not be responsible for restoring the Subject Property to its condition prior to such access. However, the City, ADSB or any utility shall leave the Subject Property in as neat and tidy a condition as possible following such access.
9. The Licencee shall be responsible for all costs and expenses related to the installation, maintenance, use, occupation and/or removal of the Community Garden and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
10. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation and/or removal of the Community Garden and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
11. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the Community Garden.
12. On termination of this Licence, if requested by the City, the Licencee shall forthwith remove the Community Garden from the Subject Property at the Licencee's sole risk and expense and leave the Subject Property in a condition satisfactory to the City; provided that if the Licencee's Community Garden is not removed by the Licencee within a period of thirty (30)

days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.

13. The Licencee consents to the registration of this Licence on title to the Subject Property if desired by the City and/or the ADSB. The Licencee shall be responsible for the costs of the said registration of this Licence.
14. The Licencee covenants and agrees to pay the Corporation on the signing of this Licence and annually thereafter the sum of One (\$1.00) Dollar for the Licence hereby granted.

Appendix 1

LICENCE TO OCCUPY ALGOMA DISTRICT SCHOOL BOARD

THIS LICENCE AGREEMENT made in duplicate this 18th day of July, 2016.

B E T W E E N:

ALGOMA DISTRICT SCHOOL BOARD

(herein referred to as the "ADSB")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as "City")

WHEREAS the ADSB is the registered owner of the lands and premises municipally known as "241 Albert Street West", legally described in PIN 31511-0199(LT) (the "ADSB Lands");

AND WHEREAS the City is the developer of the Etienne Brule School Community Partnership Project and desires to use a portion of the ADSB Lands to create a Playground, Orchard/Community Garden, Sugar bush, Basketball court, and a section of the Hub Trail (the "Community Partnership Project"), in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

AND WHEREAS ADSB is prepared to grant to the City the right to occupy the Licenced Area for the Community Partnership Project (the "Licenced Area"), subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the ADSB and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The ADSB grants to the City the right to occupy the Licenced Area for a period of five (5) years commencing July 1st of 2016 and ending on June 30th of 2021 (the "Term"). This Licence Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions at both parties consent (the "Renewal Term(s)").
2. The Licenced Area shall only be used for the Community Partnership Project which shall be constructed in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement. The City shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.
3. The City acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.
4. The City shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the ADSB.
5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City to:

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Email: m.borowiczsibenik@cityssm.on.ca

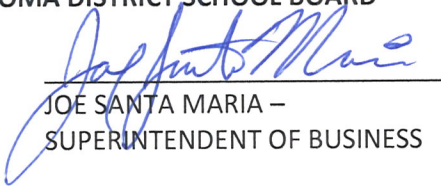
In the case of notice to the ADSB to:

Joe Santa Maria
c/o Superintendent of Business
Algoma District School Board
c/o Superintendent of Business
644 Albert Street East,
Sault Ste. Marie, Ontario P6A 2K7

- 6. This Licence Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.
- 7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.
- 8. The parties hereto acknowledge and agree that the recitals and Schedules "A" and "B" appended hereto shall and do form part of this Licence Agreement.
- 9. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
- 10. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.
- 11. The parties hereto agree that paragraphs 1-4 inclusive and, 6-11 inclusive of this Licence Agreement, the recitals herein, and Schedules "A" and "B" to this Licence Agreement shall survive the termination of this Licence Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 18th day of July, 2016.

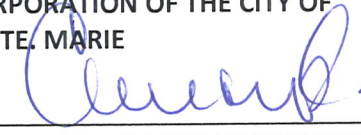
ALGOMA DISTRICT SCHOOL BOARD

Per: 

JOE SANTA MARIA –
SUPERINTENDENT OF BUSINESS

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: 

MAYOR – CHRISTIAN PROVENZANO

Per: 

CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 2016-118

SCHEDULE "A"

Description of Licensed Space

The City is responsible for upkeep and maintenance of the space allocated as Block 'A', as described in the attached drawing, and forming part of Schedule "A", which includes;

- 1) Playground;
- 2) Orchard/Community Garden;
- 3) Sugar bush;
- 4) Basketball court; and,
- 5) The Hub Trail.

The ADSB will assume responsibility for, any, and all, upkeep and maintenance of the space allocated as Block 'B', as described in the attached drawing, and forming part of Schedule "A", which includes, but is not limited to;

- 1) The Existing Building;
- 2) Parking/Drop-Off Area;
- 3) Green House; and,
- 4) Field.



CITY OF SAULT STE. MARIE
ETIENNE BRULE SITE OVERVIEW

 Etienne Brule Parcels Components

The Corporation of the City of Sault Ste. Marie
 Engineering & Planning Department
 Planning Division
 February 11, 2016

This map is for general reference only
 For official mapping, see the
 Engineering and Planning Department
 Orthophoto: None

Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

Illustration Details:
 The Planning Partnership
 2015-06-15
 0 5 10 20 Meters
 1:750



SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence Agreement is subject to the following conditions:

1. The City shall be permitted to use the Licenced Area for the Community Partnership Project, which shall consist of a Playground, Orchard/Community Garden, Sugar bush, Basketball court, and a section of the Hub Trail, in accordance with the dimensions and at the locations as set out in Schedule "A" to this Licence Agreement.
3. At no time shall ADSB be responsible for constructing, transporting, setting up, operating, inspecting, maintaining, or otherwise dealing with the Community Partnership Project or any other matters related directly or indirectly thereto. The City shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, operation, inspection and maintenance of the Community Partnership Project. The City shall indemnify and save harmless the ADSB from any costs, liabilities and expenses incurred by the ADSB that may result from the Community Partnership Project and any matters related directly or indirectly thereto.
4. The City confirms that the ADSB has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area, ADSB Lands or any part thereof, for use by the City. The City acknowledges that it has carried out an inspection of the ADSB Lands and Licenced Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licenced Area on an "as is where is" basis.
5. The City shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans, assessments, proposals, and studies that are necessary, if any, for the Community Partnership Project. The City acknowledges that it must apply for and receive a permit from the Sault Ste. Marie Conservation Authority ("SSMRCA") prior to constructing the Community Partnership Project. The City represents and warrants that it applied for and received the necessary permit(s) from the SSMRCA in regards to the Community Partnership Project. The City shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the ADSB may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City of such approvals, permits, plans, assessments, proposal, and studies.
6. The City shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Community Partnership Project and all matters related to this Licence Agreement and shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City with such Laws, By-Laws, Rules and Regulations.
7. The City shall indemnify and save harmless the ADSB from all costs and expenses caused to or incurred by the ADSB and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Community Partnership Project, the intent being that the ADSB shall be at no risk or expense to which it would not have been put had the Community Partnership Project not been placed on the Licenced Area.
8. The City agrees to defend, indemnify and save harmless the ADSB and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the City, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the design, hauling, delivery, transportation, construction, set up, operation, inspection and maintenance of the Community

Partnership Project, or any other activities related directly or indirectly to the Community Partnership Project or otherwise arising out of or connected with this Agreement.

9. If, at the sole discretion of the ADSB and/or emergency personnel, the ADSB and/or emergency personnel requires access to any portion of the Licenced Area, such that removal of any portion or the entirety of the Community Partnership Project is required, the City shall in no way restrict such access and the ADSB and/or emergency personnel shall in no way be responsible for restoring the Community Partnership Project to its condition prior to such access by the ADSB and/or emergency personnel.

10. During the Term, the City shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licenced Area. The City agrees to regularly inspect and maintain the Licenced Area in a manner that is consistent with the overall character of the remainder of the ADSB Lands. In the event that the City fails to maintain the Licenced Area in a manner satisfactory to the ADSB in the ADSB's sole discretion, the ADSB may terminate this Licence Agreement on ten (10) days' written notice to the City. The City further acknowledges and agrees that its use and operation of the Licenced Area shall not interfere with the use and maintenance of the remainder of the ADSB Lands.

11. At the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City shall within thirty (30) days of same, promptly remove all materials related to the Community Partnership Project, complete all necessary cleanup activities and restore the Licenced Area to the condition it existed prior to its use of the Licenced Area, to the satisfaction of the ADSB. In the event that the required cleanup activities and restoration of the Licenced Area is not completed by the City by thirty (30) days after the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the ADSB may complete such cleanup, removal of the items and restore the Licenced Area as it deems necessary at the expense, liability and risk of the City.

12. The City hereby acknowledges and agrees that it has no proprietary right, title or interest in the Licenced Area, and that same is and shall remain the property, title and right of the ADSB.

13. The City shall keep in force during the term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the Licenced Area in an amount not less than Two Million (\$2,000,00.00) Dollars and name the ADSB as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before February 16, 2015, and thereafter on February 1, 2015 of every year in the Term and Renewal Term(s), if applicable.



APPENDIX 2
Algoma District School Board

644 Albert St. East
Sault Ste. Marie
ON P6A 2K7
Telephone: (705) 945-7111
FAX: (705) 942-2540
www.adsb.on.ca

CHAIR
Jennifer Sarlo

DIRECTOR OF EDUCATION
Lucia Reece

June 5, 2025

Virginia McLeod
Manager of Recreation and Culture
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Virginia,

Thank you for the recent communication we had with your team to request that the city would like to have the "Save our Young Adults (SOYA)" group maintain the community garden on behalf of the city. Please accept this letter as confirmation that the Algoma District School board supports this request in order to meet the city's responsibilities and commitment for the Community Garden at the Etienne Brule site, as per the Etienne Brule School Community Partnership Agreement.

This replaces the prior agreement where the Sault Ste. Marie Police Services agreed to maintain the garden on behalf of the city.

If in the future, this arrangement changes, please let us know.

Sincerely,

Joe Santa Maria
Associate Director of Corporate Services & Operations

cc. Brent Lamming, Deputy CAO, Community Development & Enterprise Services, City of SSM
Nicole Maione, Director, Community Services, City of SSM
Joe Severini, Manager of Plant Department, Algoma District School Board