



SPECIAL COUNCIL AGENDA

July 23, 2020

4:30 p.m.

1. CALL TO ORDER

Goderich Town Council meets in Special session on the 23rd day of July, 2020.

2. UNANIMOUS MOTION

Moved by: _____

Seconded by: _____

That Goderich Town Council hereby unanimously consents to discussing and considering the following at the July 23, 2020 Special Council meeting at 4:30 p.m.:

- 1) All matters related to the Harbour Agreements
- 2) Possible resolution regarding moving forward with regards to the Port to be discussed – Mayor Grace
- 3) Notice of Motion brought forward by Councillor Donnelly at the July 13, 2020 regular Council meeting
- 4) COVID-19 Financial Estimate Impact to the Municipality
- 5) Personal Matter

3. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

4. APPROVAL OF AGENDA AND ADOPTION OF MINUTES

4.1 Approval of Agenda

Moved by: _____

Seconded by: _____

That the Town of Goderich Council hereby accepts the July 23, 2020 Special Council Agenda, as presented.

5. BUSINESS

5.1 All matters related to the Harbour Agreements

5.2 Possible resolution regarding moving forward with regards to the Port to be discussed - Mayor Grace

5.3 COVID-19 Financial Estimate impact to the Municipality

6. MOTIONS AND NOTICE OF MOTIONS

Notice of Motion brought forward by Councillor Donnelly at the July 13, 2020 regular Council meeting

Moved by: _____

Seconded by: _____

That the By-Law passed authorizing execution of the Operating, Management & Maintenance Agreement, being By-Law No. 15 of 2020, be rescinded, and that the Town obtain a legal opinion from an independent and experienced litigator such as Earl Cherniak or his equivalent.

7. BY-LAWS AND AGREEMENTS

8. POSSIBLE CLOSED COUNCIL MEETING MATTERS

In the event that Council enters into a possible Closed Session pursuant to Section 239 (2) of the Municipal Act, Council will reconvene following the Closed Session at which time the public and press may be present.

Section 239 (2) (b) - personal matter

9. PRESS REPORTERS AND CITIZENS QUESTION & ANSWER PERIOD

10. CONFIRMING BY-LAW

Moved by: _____

Seconded by: _____

That leave be given to introduce By-Law No. ____ of 2020 being a By-Law to confirm the proceedings of the Goderich Town Council meeting held on July 23, 2020, and that it now be read a first, second and third time, and finally passed this 23rd day of July, 2020.

11. ADJOURNMENT

Moved by: _____

Seconded by: _____

That Goderich Town Council does not adjourn at _____ p.m. to meet again at the regular meeting of Council scheduled for August 10, 2020 at 4:30 p.m.

Brief History Goderich Port

(Prepared by Larry J. McCabe)

January 13, 2020

1985-1989

- The Port of Goderich was one of the 300 Local Regional Ports owned by the Federal Government under Transport Canada jurisdiction
- The Federal Government received all the revenues from these Ports in the form of dockage and warfage and a per tonne fee, as determined by Transport Canada
- Domtar, the then owner of the salt mine convinced the Transport Canada to dredge the north side of the harbour and Domtar in return were to build a new loading facility on the north side of the Harbour
- The cost incurred by Transport Canada, without further research, was approximately \$20M
- Prime Minister Mulroney in 1989 attended the official opening of the seaway depth basin in 1989
- Domtar did not proceed for whatever reasons with new loading facilities and shortly after Domtar was sold to George Harrison and Associates
- During the construction period although the Town had limited involvement in the above they did meet with Transport Canada to convince them to pump the silt, sand and stone to the Cove area
- The depositing of the dredged materials resulted in the beginning of stabilizing and developing the Cove area at no cost to the Town yet more costly to Transport Canada than depositing the dredged material out in the lake which is the normal practice

1995-1999

- The Federal Government introduced the National Marine Act which purpose amongst other changes was intended to divest all 300 Local Regional Ports across Canada
- Goderich was the largest revenue producing Port of all the 300 Local Regional Ports, surpassing Victoria B.C. in 1995
- Section 9 of the Act changed the usual protocol concerning the disposal of Federal Assets
- Although the Act was not passed the Transport Canada officials insisted on the changes proposed in Section 9 of the Act in that Ports being divested could go directly the Private Sector versus the usual protocol of divestiture being from Federal to Provincial to Municipal and finally if no government is interested then to the Private Sector

Details of the 1999 Agreement entered into by Sifto and the Town:

- The Federal Government made it clear to Sifto and to the Town that the Port of Goderich would not be sold to either to the Town or Sifto unless there was an agreement acceptable to both Sifto and the Town
- The \$7.5M asking price from Transport Canada was negotiated down to \$650,000 by illustrating that the Port needed \$29M worth of Infrastructure improvements over a 15 year period

-An agreement was arrived at by the two parties and approved by Transport Canada, representing the Queen

-Sifto paid back the Town the \$650,000 purchase price in 12 monthly installments commencing in the year 2000

-The sale was completed on November 11, 1999

-A \$29M capital infrastructure plan was started in 2000 and completed in 2018/19 which saw the completion and upgrades of the river wall, pier and breakwalls along with other minor capital

2012

-The 2012 Agreement between Compass Minerals and the Town was finalized in the year 2012

-The main purpose to up date the Operating conditions of the Port and to provide for the creation of 20 acres of land and was to be funded by a \$32M contribution from Compass and \$16M from M.T.O.

-If the conditions concerning the Compass commitment had proceeded then Compass would have had exclusive right to the 20 acres parcel for 8 month of the year however Compass withdrew from the Capital project

-The Town in conjunction with GPMC and the M.T.O. proceed to create 5 acres of land just completed in 2019 with final touches scheduled for the spring of 2020

-A benefit to the Town now is that they have 5 acres of land that the Town and GPMC can market with lease payments accruing to the Town

2020

The proposed OMMA agreement has been well explained to the Town and negotiated between the Town Representatives, as directed by Council, and Compass Minerals

-The Town will receive an additional \$100,000 to the Town's Waterfront Reserve

-The Town will receive an amount of \$500,000 representing reimbursement for South Harbour Road that is currently a receivable on the Town's Financial Statements

-North Harbour Road will be a major project totalling approximately \$2,500,000 in the year 2023

-Snug Harbour will be rehabilitated

- A Consumer Price Index factor will apply in year 4 of the agreement

-There will be ongoing Capital Infrastructure funds allocated by the Port Corporation each year

-No local Tax dollars will be required other than a commitment for South Harbour Road previously agreed

Note

-Town projects were never considered to be a part or a responsibility of the GPMC

-Town Council continues to have the authority to approve the GPMC annual budget request or send it back for GPMC consideration

-The Town will have two voting members on the GPMC Board of Management following the Governance Change

-All that has been accomplished since 1985 pursuant to the above detail has been accomplished through intense negotiations but not through Litigation.

Larry J. McCabe

**REPORT OF GODERICH PORT FEE STRUCTURE
TO GODERICH TOWN COUNCIL
JULY 13, 2020**

This presentation is designed to give Town Council a full and detailed explanation of the fee structure in the port.

Following discussions about how best to charge for the use of the new Dock #8 and the adjacent land site, it was suggested that we develop a package to clearly demonstrate the various components of Port fees.

The current fee structure is one that was carried over from the Transport Canada days and is common to many ports which allows for direct comparisons.

The Fees & Tariffs are published on the GPMC website and are updated each time they have been approved by Town Council as part of the budget approval process.

Those fees and tariffs have remained largely unchanged since the port was acquired due to success meeting the established business plan, the rebuild program and the not for profit status of GPMC.

This was also driven by the fact there has been no available land or dock space to attract new cargoes until now.

Port Charges Fall into 4 Main Categories:

- Harbour Dues
- Berthage Fees
- Wharfage
- Storage

Harbour Dues are charges paid each time a vessel enters the port, up to a maximum of 5 times per month. The charge is based on the vessel's gross registered tonnage (GRT) and registry. Offshore vessels pay more to enter port.

Berthage Fees is a charge assessed against a vessel for occupying a berth and based on the vessel's length and duration of stay.

Wharfage is a charge applied to the cargo and based upon the quantity of cargo carried.

Storage is a charge for the use of the land and based on the area tied up and duration.

Comparison of Charges Levied At Comparable Ports For A Cargo Of Aggregate

Fee	Johnstown Port	Windsor Port	Goderich Port
Storage Charge \$/m²/Day	None published	\$0.0943	\$0.110
Wharfage \$/Tonne	\$0.85	\$0.52*	\$0.48
Berthage	\$0.05 per gross tonne/ 12 hour period	\$0.6009/m/day	\$1.2815/m/day
Harbour Dues \$/Registered Tonnage	\$0.035	None published	\$0.023

* Rate is set at \$0.26 / tonne but payable both by the owner of the cargo and the vessel.

The following examples are for differing cargo sizes of an aggregate shipment being off loaded, left on the dock until cleared and with differing storage duration to demonstrate how the charges accumulate.

The example uses a split of wharfage; it is indicative only for this discussion and does not represent any agreement or otherwise.

Example of a small 12,000 tonne cargo of aggregate being offloaded at Dock #8 and 5 days of storage and applying an equal split of wharfage

		Available 4 acres =	16000	m2				split wharfage option		
								50%	Split	50%
		area	rate/m2	days	cost	Town				Port
	Storage	2090	0.11	5	\$ 1,149.50	\$ 1,149.50				
	Berthage	length (m) 194	rate/m/day 1.2815	days 1	\$ 248.41					\$ 248.41
to max 5 / month	Harbour dues	gross r tons 23000	rate/tonne 0.023		\$ 529.00					\$ 529.00
	wharfage	tonnage 12000	rate 0.48		\$ 5,760.00	\$ 2,880.00				\$ 2,880.00
					Total	\$ 7,686.91	\$ 4,029.50			\$ 3,657.41

During our presentation I will be able to use these spreadsheets to model different scenarios

Example of a large 23,000 tonne cargo of aggregate being offloaded at Dock #8 and tying up space for 30 days and applying an equal split of wharfage

							split wharfage option		
Available 4 acres = 16000 m2							50%	Split	50%
							Town		Port
							\$ 75,000.00		
			area	rate/m2	days	cost			
			10000	0.25	30	\$ 75,000.00			
				0.11					
			length (m)	rate/m/day	days				
			194	1.2815	1	\$ 248.41			\$ 248.41
			gross r tons	rate/tonne					
to max 5 / month			23000	0.023		\$ 529.00			\$ 529.00
			tonage	rate					
			23000	0.48		\$ 11,040.00	\$ 5,520.00		\$ 5,520.00
						Total \$ 86,817.41	\$ 80,520.00		\$ 6,297.41

This table demonstrates the impact of increasing storage charges for smaller cargo footprints and how that changes with duration of the storage.**Note - Rates used are indicative and not reflective of any actual charges**

Demonstration of sliding storage charge									
				days					
avg rate	Rate/m2/day	Area m2	5	10	15	20	25	30	
\$ 0.40	\$ 0.40	1000	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00	\$ 8,000.00	\$ 20,000.00	\$ 12,000.00	
\$ 0.40	\$ 0.40	2000	\$ 4,000.00	\$ 8,000.00	\$ 12,000.00	\$ 16,000.00	\$ 40,000.00	\$ 24,000.00	
\$ 0.40	\$ 0.40	3000	\$ 6,000.00	\$ 12,000.00	\$ 18,000.00	\$ 24,000.00	\$ 60,000.00	\$ 36,000.00	
\$ 0.40	\$ 0.40	4000	\$ 8,000.00	\$ 16,000.00	\$ 24,000.00	\$ 32,000.00	\$ 80,000.00	\$ 48,000.00	
\$ 0.40	\$ 0.40	5000	\$ 10,000.00	\$ 20,000.00	\$ 30,000.00	\$ 40,000.00	\$ 100,000.00	\$ 60,000.00	
\$ 0.38	\$ 0.25	6000	\$ 11,250.00	\$ 22,500.00	\$ 33,750.00	\$ 45,000.00	\$ 70,312.50	\$ 67,500.00	
\$ 0.36	\$ 0.25	7000	\$ 12,500.00	\$ 25,000.00	\$ 37,500.00	\$ 50,000.00	\$ 78,125.00	\$ 75,000.00	
\$ 0.34	\$ 0.25	8000	\$ 13,750.00	\$ 27,500.00	\$ 41,250.00	\$ 55,000.00	\$ 85,937.50	\$ 82,500.00	
\$ 0.33	\$ 0.25	9000	\$ 15,000.00	\$ 30,000.00	\$ 45,000.00	\$ 60,000.00	\$ 93,750.00	\$ 90,000.00	
\$ 0.33	\$ 0.25	10000	\$ 16,250.00	\$ 32,500.00	\$ 48,750.00	\$ 65,000.00	\$ 101,562.50	\$ 97,500.00	
\$ 0.31	\$ 0.15	11000	\$ 17,000.00	\$ 34,000.00	\$ 51,000.00	\$ 68,000.00	\$ 63,750.00	\$ 102,000.00	
\$ 0.30	\$ 0.15	12000	\$ 17,750.00	\$ 35,500.00	\$ 53,250.00	\$ 71,000.00	\$ 66,562.50	\$ 106,500.00	
\$ 0.28	\$ 0.15	13000	\$ 18,500.00	\$ 37,000.00	\$ 55,500.00	\$ 74,000.00	\$ 69,375.00	\$ 111,000.00	
\$ 0.28	\$ 0.15	14000	\$ 19,250.00	\$ 38,500.00	\$ 57,750.00	\$ 77,000.00	\$ 72,187.50	\$ 115,500.00	
\$ 0.27	\$ 0.15	15000	\$ 20,000.00	\$ 40,000.00	\$ 60,000.00	\$ 80,000.00	\$ 75,000.00	\$ 120,000.00	
\$ 0.26	\$ 0.15	16000	\$ 20,750.00	\$ 41,500.00	\$ 62,250.00	\$ 83,000.00	\$ 77,812.50	\$ 124,500.00	

Summary

- Port fees collected for the use of the harbour dues and berthage are not significant alone and the past successful operation of the Port has hinged on the value of the wharfage paid to cover the costs of projects, operating and maintenance.
- The value of the storage component had not been realized until now and the space available is the Town's alone.
- The structure of the scale of storage charges is yet to be determined and can be used to skew the value of the land use when small footprints are required.
- The actual footprint of cargo alone is not the only area that may be charged for; access and ancillary functions may also require more area of the land available.

**SCHEDULE 4A
PORT USER AGREEMENT
(EXISTING USERS)**

THIS AGREEMENT is made as of <@>, 2020

BETWEEN:

GODERICH PORT MANAGEMENT CORPORATION,
a corporation incorporated under the laws of Canada

(“GPMC”)

- and -

[Insert Name of User],

(the “User”)

BACKGROUND:

1. The Town owns all of the land forming the Port.
2. GPMC is a not-for-profit corporation under the *Canada Not-not-Profit Corporations Act* incorporated for the purposes of a national character to which the legislative authority of the Parliament of Canada extends.
3. Pursuant to such purposes, GPMC has entered into an agreement with the Town to operate, manage and maintain a portion of the Port on behalf of the Town pursuant to an Operating, Management and Maintenance Agreement made as of January 1, 2020.
4. The User is a commercial user of the Port and wishes to sign a Port User Agreement with GPMC with respect to its use of the Port.

IN CONSIDERATION of the mutual covenants and agreements herein contained and of other consideration, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, unless there is something in the subject matter which is inconsistent therewith the following terms have the following meanings.

“**ADR Institute**” means the ADR Institute of Canada, Inc. or any successor thereto or if there is no such successor, a body in Ontario with a comparable mandate.

“**Affiliate**” when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly, and whether through the ownership of securities, a trust, a contract or otherwise.

“**Agreement**” means this port user agreement and all attached schedules, as supplemented, amended, restated or replaced from time to time.

“**Annual Infrastructure Improvement and Management Plan**” has the meaning ascribed thereto in the OMM Agreement.

“**Applicable Law**” means in respect of any Person, property, transaction or event, all present and future applicable laws, statutes, ordinances, rules, by-laws, treaties and regulations, and all applicable directives, rules, standards, requirements, policies, guidelines, orders, judgments, injunctions, awards and decrees of Governmental Authorities having the force of law.

“**Arbitration Rules**” means the provisions of Article 5 and the rules of procedure for arbitration established from time to time by ADR Institute or any successor thereto, or if there is no such successor, a body in Ontario with a comparable mandate.

“**Arbitrator**” means a single arbitrator appointed pursuant to the Arbitration Rules to resolve a Dispute.

“**Business Day**” means a day, other than a Saturday, Sunday or statutory or civic holiday in the Province of Ontario, on which banks are open for business in Goderich, Ontario.

“**Compass Minerals**” means Compass Minerals Canada Corp., an unlimited company amalgamated under the laws of Nova Scotia, formerly Sifto Canada Corp.

“**Consumer Price Index**” means the consumer price index (all items) for Canada as published by Statistics Canada or any successor organization.

“**Contaminant**” means any pollutant, dangerous substance or goods, gaseous solid and liquid waste, special wastes, industrial waste, hazardous or toxic chemicals, hazardous wastes, hazardous materials, hazardous substance and petroleum and other hydrocarbons and their derivatives and by-products, asbestos, pcbs, and radioactive waste or materials or any constituent thereof or any term of similar import under any Environmental Law.

“**Da-Lee**” means Da-Lee Dust Control Limited, a corporation incorporated under the laws of Ontario.

“**Defaulting Party**” has the meaning set forth in Section 3.2.

“**Disputes**” includes all disputes, controversies, claims, counterclaims or similar matters which relate to or arise out of or in connection with this Agreement including the validity, existence, construction, meaning, performance or effect of this Agreement or the rights and liabilities of the parties to this Agreement, whether they arise during the term of this Agreement or thereafter.

“**Electronic Transmission**” has the meaning set forth in Section 6.2.

“**Environmental Laws**” includes all Applicable Laws relating in whole or in part to the environment or its protection and includes those laws relating to the storage, generation, use, handling, manufacture, processing, transportation, import, export or treatment of any Contaminant or to releases or threatened releases of Contaminants into the environment.

“**Environmental Orders**” includes applicable Orders rendered by any Governmental Authority relating in whole or in part to the environment or its protection.

“**Existing Users**” means, collectively, Compass Minerals, Parrish & Heimbecker and Da-Lee, and their respective successors and assigns.

“**Fiscal Year**” means the 12 month fiscal year of GPMC commencing January 1 and ending on December 31 in each year.

“**Force Majeure**” has the meaning ascribed thereto in Section 4.1.

“**Governmental Authority**” means any federal, provincial, regional, municipal or local government or authority or other political subdivision thereof and any entity or person exercising executive, legislative, judicial, regulatory or administrative functions.

“**Harbour Area**” has the meaning ascribed thereto in Section 2.4.1.

“**including**” means “including, without limitation,” and shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.

“**Infrastructure Improvement and Major Maintenance Plan**” has the meaning ascribed thereto in the OMM Agreement.

“**Loss**” means any and all losses actually suffered or incurred by a party which arises by reason of the failure of the other party to observe and perform its covenants and obligations under this Agreement, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto, but

- (a) excluding indirect and consequential damages and loss of profits and revenue and excluding any contingent liability until it becomes actual; and
- (b) reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person.

“**Major Maintenance Account**” has the meaning ascribed thereto in the OMM Agreement.

“**Notice**” shall mean any citation, directive, Order, Environmental Order, claim, litigation, inspection, report, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any Person including, without limitation, any Governmental Authority.

“**OMM Agreement**” means the Operating, Management and Maintenance Agreement for the Port of Goderich between GPMC and the Town dated as of January 1, 2020.

“**Orders**” means all applicable decisions, directions, declarations, decrees, injunctions, writs, judgments, rulings, awards, requests or the like rendered by any Governmental Authority, court or arbitrator.

“**Parrish & Heimbecker**” means Parrish & Heimbecker, Limited, formerly Southpier Terminals Limited and Goderich Elevators Limited, a corporation incorporated under the laws of Canada.

“**Person**” shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, legal representative, the Crown, any Governmental Authority or any other entity.

“**Port**” means the port lands owned by the Town now and in the future and which GPMC is authorized to manage on behalf of the Town pursuant to the OMM Agreement and the buildings, wharves, piers, break walls, erections and fixtures located thereon now and in the future which are owned by the Town.

“**Related Party**” of a Person means employees, agents, representatives, invitees and subcontractors of such Person, or others for whom such Person is in law responsible.

“**Town**” means The Corporation of the Town of Goderich, a corporation incorporated under the laws of Ontario.

“**US Anti-Terrorism Laws**” means the United States Customs-Trade Partnership Against Terrorism Act and all other laws of the United States applicable to marine and port security and anti-terrorism and any successor laws, rules and regulations dealing with the same subject matter.

1.2 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect.

1.3 Headings

The division of this Agreement into Articles, Sections and Subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section, Subsection or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Subsections are to Articles, Sections and Subsections of this Agreement.

1.4 Number, Gender

Words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders.

1.5 Entire Agreement

Subject to the terms of the OMM Agreement, this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

1.6 Amendment

This Agreement may be amended, modified or supplemented only by a written agreement signed by each party.

1.7 Schedules

The following Schedules form part of this Agreement:

Schedule	Description of Schedule
Schedule 1	Port User Fees

1.8 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.9 Applicable Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario (excluding any rule or principle of the conflict of laws which might refer such interpretation to the laws of another jurisdiction). Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related hereto.

1.10 Performance on Holidays

If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

1.11 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (local time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (local time) on the next Business Day.

ARTICLE 2 USE OF PORT

2.1 Use of Port

GPMC, on behalf of the Town, hereby grants to the User the right to use the Port for the following purposes: **[Describe nature and extent of use]**. Except as provided in this Agreement, no use of the Port by User shall be permitted without the prior written consent of GPMC, which consent may be withheld in its sole discretion.

2.2 Fees

2.2.1 The fees payable by User are set out in Schedule 1. Such fees shall remain in effect for the duration of this Agreement, including each renewal period of this Agreement, except that, unless the Town and GPMC mutually agree, that such fees will not increase, such fees will be increased annually on January 1st of each year of the Term, commencing on January 1, 2024, being the fifth (5th) year of the Term of this Agreement, by an amount equal to the Consumer Price Index increase for the immediately preceding year, provided that the maximum Consumer Price Index in any year shall not exceed 1.5%. For certainty, it is expressly acknowledged and agreed that the fees of the Existing Users shall not be increased in the first four (4) years of the Term of this Agreement without the unanimous written consent of the Existing Users. Any surplus funds in any year not required to satisfy Port Expenses for that year shall be deposited into the Major Maintenance Account to be used for future specific identified projects in the Infrastructure Improvement and Major Maintenance Plan and to accrue during the term of the Agreement.

- 2.2.2 The current wharfage, berthage, storage or other fees relating to the use of the Port are set forth in Schedule 1. Except as permitted and subject to this Section 2.2, including Section 2.2.1, GPMC shall not change wharfage, berthage, or other fees relating to the use of the Port which are set forth in Schedule 1, without the prior written consent of the Town and a majority of the directors of GPMC, one of which must include Compass Minerals.
- 2.2.3 With respect to storage and land use fees currently in Schedule 1, GPMC will conduct a review of these types of fees charged by other ports on the Great Lakes in order to determine appropriate competitive rates for the Port. These rates will be updated as necessary from time to time to ensure that such rates remain competitive, provided that any such update shall not result in an increase in the fees of the Existing Users except as expressly contemplated in this Agreement.
- 2.2.4 In determining whether to consent to any increase or decrease in fees referred to in Section 2.2.1, the Town shall act reasonably and shall have regard to the forecasted expenses and revenues in the most recently approved Annual Infrastructure Improvement and Management Plan and Infrastructure Improvement and Major Maintenance Plan.
- 2.2.5 The Town agrees that GPMC may grant up to a 5% reduction in fees otherwise payable by Port Users if they are members of GPMC, other than Compass Minerals and any other Port User for whom fixed fees were settled at the time the Port User Agreement was entered into.

The User acknowledges that any changes to the fees to be charged for the use of the Port as set forth in Schedule 1, other than with respect to inflationary increases as described herein, are, in addition to the terms hereof, also subject to the prior consent of the Town given pursuant to the OMM Agreement. The User shall pay all fees charged by GPMC for the use of the Port within 30 days of invoice therefor. Interest shall accrue and be payable on overdue fees at the prime rate of the Canadian Imperial Bank of Commerce plus 3%, calculated and payable monthly.

2.3 Compliance with Laws and Port Rules, Security and Maintenance

- 2.3.1 The User shall comply with all Applicable Laws in its use of the Port and shall conduct its operations in and at the Port in compliance with all rules established from time to time by GPMC for use of the Port or by-laws passed by the Town in respect of the Port and its use.
- 2.3.2 GPMC shall develop and implement a security plan for the Port that includes such measures as are required by the laws of Canada applicable to marine and port security and anti-terrorism, or their successor laws, rules and regulations. Compliance with such security plan shall enable the User to take advantage at U.S. ports of the benefits of complying with the US Anti-Terrorism Laws if the User is required or desires to be in compliance with such laws. If such security plan does not permit User to take advantage at U.S. ports of the benefits of complying with the US Anti-Terrorism Laws, then GPMC shall develop and implement a modified security plan that would allow for that.
- 2.3.3 GPMC shall keep the Port, including any and all wharves, dock walls, piers and breakwalls in good repair in order to facilitate and support commerce and to allow for efficient access

and safe docking and loading and unloading of vessels, and GPMC shall perform all other maintenance and repair obligations required under the OMM Agreement.

2.4 Environmental Responsibilities of User

- 2.4.1 The User shall not discharge, or cause or permit to be discharged, onto the Port including land, air or water (the “**Harbour Area**”), any Contaminant, to the extent such discharge is in violation of any Environmental Laws. If at any time and from time to time during the term of this Agreement, any Contaminant is discharged into the Port lands or the Harbour Area in violation of Environmental Laws, by reason or as a result of the operations of the User, the User shall forthwith upon receipt of a notice in writing from GPMC and to the extent required by Environmental Laws undertake, prosecute without interruption and complete the work of removal of such Contaminant from the Harbour Area, at the cost and expense of the User. In case the User fails to carry out its obligations under this Section 2.4.1 to remove such Contaminant from the Harbour Area, GPMC may cause such work to be undertaken, prosecuted and completed, all at the cost of the User, and the User shall, forthwith upon demand thereof, reimburse GPMC for all cost and expense reasonably incurred by GPMC in the performance of such work.
- 2.4.2 Without limitation of its obligations under Section 2.4.1, the User shall undertake all action required by Environmental Laws to correct any conditions on the Port lands resulting in the migration of the User’s salt or other roadway deicers into the Harbour Area that is in violation of Environmental Laws, except to the extent such migration is caused by (i) GPMC’s or the Town’s breach of any of its obligations under this Agreement, (ii) the activities or omissions of GPMC, the Town, or their respective Related Parties, or (iii) any other Person using the Port land (except the User’s Related Parties).
- 2.4.3 The User shall use reasonable efforts to include in any and all written agreements for the use of the Port a requirement that all Persons acting under its authority (including any ship owner, subcontractor, invitee, occupant or tenant of or on the Port or any part thereof) comply with all Environmental Laws relating to its use of the Port.
- 2.4.4 The User shall promptly, after becoming aware, notify GPMC of: (i) any event or occurrence relating to the Port which, in the opinion of GPMC, acting reasonably, is likely to give rise to a Notice of non-compliance with any Environmental Laws; (ii) any material violation of any Environmental Laws relating to the Port; or (iii) any Notice of non-compliance whether actual or, to the knowledge of the User, threatened, including any investigation, non-routine inspection or material inquiry by any Governmental Authority in connection with any Environmental Laws relating to the Port.

2.5 Indemnity

- (a) The User shall indemnify GPMC for any Loss suffered or incurred by GPMC as a result of any failure by the User to observe and perform its covenants and obligations under this Agreement.
- (b) GPMC shall indemnify the User for any Loss suffered or incurred by the User as a result of any failure by GPMC to observe and perform its covenants and obligations

under this Agreement, and any action by GPMC in granting any rights that are inconsistent in any material respect with User's rights under this Agreement.

- (c) Each party shall use reasonable efforts to mitigate any Loss which may be suffered or incurred by it.

2.6 Insurance

2.6.1 User shall secure on its own account and at its sole expense, policies of insurance with insurers duly licensed to do business in the Province of Ontario and having an AM Best Rating of B+++ or above, of the following types and limits:

- (a) general liability including products and completed operations and including broad form property damage, blanket contractual coverage sufficient to cover obligations assumed in this Agreement and in 'occurrence' form in an amount not less than \$3 million;
- (b) motor vehicle liability insurance covering all owned, non-owned and borrowed licensable highway vehicles which are or may from time to time be operated by the User on Port lands in an amount not less than \$2 million; and
- (c) wharfinger and stevedore liability insurance where applicable to operations and/or terminal operators' liability insurance where applicable to operations in an amount of not less than \$5 million.

The foregoing coverages may be satisfied through a combination of primary and excess/umbrella policies. All such policies (other than motor vehicle liability insurance) shall include GPMC and the Town as additional insureds as their interests may appear. The issuer of such policies shall provide GPMC as certificate holder and additional insured with at least 30 days' notice of any material alteration or amendment to, or the cancellation or non-renewal of, such policies and shall provide a waiver of subrogation in favour of GPMC and the Town with respect to any insurance proceeds paid under such policies.

User shall supply to GPMC as a condition precedent to the use of or access to the Port, a certificate of insurance evidencing full compliance with the insurance coverage requirements specified above. User shall supply to GPMC no later than 10 Business Days prior to the expiration of each and all policies specified above, a renewal certificate as required above, evidencing renewal of policies; provided, however, if such certificate is not then available the User shall supply to GPMC a certification from an officer of the User that such policies have been renewed and thereafter, a renewal certificate from the issuer as soon as it becomes available. In the event of cancellation or lapse of any policies specified above whether for nonpayment of premium, non-renewal or for any other reason, User shall replace any such cancelled policies as soon as practicable but in no event later than the effective date of cancellation.

GPMC shall reserve the right from time to time to review the insurance needs and requirements pursuant to this Agreement and require additional or other insurance which GPMC determines to be reasonably required to meet reasonable exposure to loss.

2.6.2 GPMC shall secure on its own account and at its sole expense, policies of insurance of the following types and limits with insurers duly licensed to do business in the Province of Ontario and having an AM Best Rating of B+++ or above: comprehensive general liability and automobile liability insurance covering bodily injury, including death, and property damage liability. Such policies shall: (i) contain a contractual liability endorsement covering the obligations of GPMC hereunder; and (ii) provide for coverage in the following limits:

Comprehensive General Liability	Minimum Limits
(1) Bodily Injury Liability and property damage liability whose limit should be combined for each occurrence	\$1,000,000
(2) Umbrella liability for bodily injury and property damage in excess of the primary policies for automobile and general liability	\$9,000,000
(3) Marine General Liability	\$5,000,000
(4) Marine Excess Liability	\$5,000,000
(5) Property	\$20,000,000
(6) Property	\$51,000
(7) Directors' and Officers' Liability	\$5,000,000
(8) Pollution Liability	\$1,000,000

The foregoing coverages may be satisfied through a combination of primary and excess/umbrella policies. The issuer of such policies shall provide the User as certificate holder with at least 30 days' notice of any material alteration or amendment to, or the cancellation or non-renewal of, such policies and shall provide a waiver of subrogation in favour of the User to the extent insurance proceeds are paid under such policies.

Upon execution of this Agreement, GPMC shall supply to the User, a certificate of insurance evidencing full compliance with the insurance coverage requirements specified above. GPMC shall supply to the User no later than 10 Business Days prior to the expiration of each and all policies specified above, a renewal certificate as required above, evidencing renewal of policies; provided, however, if such certificate is not then available GPMC shall supply to the User a certification from an officer of GPMC that such policies have been renewed and thereafter, a renewal certificate from the issuer as soon as it becomes available. In the event of cancellation or lapse of any policies specified above whether for nonpayment of premium, non-renewal or for any other reason, GPMC shall replace any such cancelled policies as soon as practicable but in no event later than the effective date of cancellation.

~~2.7 Major Decisions~~

~~2.7.1 Notwithstanding any other provision of this Agreement, no decision will be made, and no action taken by GPMC with respect to the following matters unless prior written consent of both of the Town and a majority of the directors of GPMC has been obtained:~~

- ~~(a) — any sale, transfer, lease, assignment or other disposal of all or substantially all of the assets of GPMC;~~
- ~~(b) — the approval of each Annual Infrastructure Improvement and Management Plan or any material change thereto;~~
- ~~(c) — entering into a material contract with a person who does not deal at arm's length with GPMC it being acknowledged that Compass Minerals and the Town do deal at arm's length with GPMC; or~~
- ~~(d) — the approval of the creation of or reduction of any rights of public access to the Port;~~

~~2.7.2 Notwithstanding any other provisions of this Agreement or the OMM Agreement, no decision will be made, and no action taken by GPMC with respect to the following matters, unless the prior written consent has been obtained of 71% of the directors, at least one of whom shall be a nominee of each of Compass Minerals and the Town;~~

- ~~(a) — the admission of new members to GPMC;~~
- ~~(b) — any amalgamation, merger, consolidation, arrangement, or reorganization of any kind whatsoever involving GPMC;~~
- ~~(c) — the taking of any proceedings with a view to the dissolution, winding up or termination of the corporate existence of GPMC;~~
- ~~(d) — the approval of each Infrastructure Improvement and Major Maintenance Plan or any amendment, restatement or renewal thereof or thereto;~~
- ~~(e) — any other matter requiring approval or consent of the Town pursuant to the terms of this Agreement;~~
- ~~(f) — any alteration to or amendment of the OMM Agreement;~~
- ~~(g) — any amendment, restatement or supplement of an Annual Infrastructure Improvement and Management Plan, including to Port fees;~~
- ~~(h) — any amendment to the Articles or by laws of GPMC, including to change the number of directors of GPMC or to convert GPMC from a not for profit to a for-profit corporation;~~
- ~~(i) — any agreement by GPMC to make additional payments to the Town pursuant to Section 8.4 of the OMM Agreement;~~
- ~~(j) — any decision by GPMC to borrow money or to take any of the other actions contemplated in Section 5.2.2;~~
- ~~(k) — any amendment to the Town's contribution to the cost of specified repairs as contemplated in Section 8.6 of the OMM Agreement.~~

~~provided that in the case of both Sections 2.7.1 and 2.7.2 all such enumerated decisions shall comply with Applicable Law, including the Marine Transportation Security Regulations.~~

ARTICLE 3 TERM AND TERMINATION

3.1 Term

The term of this Agreement shall commence on the date hereof and shall end on January 1, 2040, subject to renewal as hereinafter provided. The existing agreement between the User and GPMC is terminated concurrent with the execution and delivery of this Agreement, without prejudice to the rights of the parties under such existing agreement, accrued to the date of termination. If the User is not in default under this Agreement, the term of this Agreement shall automatically renew for an additional term of ten (10) years, and for successive periods of ten (10) years on the same terms and conditions, unless the User gives at least six (6) months prior notice of non-renewal to GPMC. GPMC may terminate this Agreement upon notice to the User if User and/or its Affiliates or their successors permanently abandon operations at Goderich.

3.2 Default by User

The occurrence of any one or more of the following events with respect to a party (“**Defaulting Party**”) shall constitute a default (“**Default**”) under this Agreement:

- (a) if User fails to make any payment of any amount due to GPMC under this Agreement and such default continues unremedied for a period of 30 days following notice thereof from GPMC to the User; or
- (b) if a Defaulting Party fails to perform or observe any of its material obligations or covenants under this Agreement and such failure continues unremedied for a period of 30 days following notice thereof (giving particulars of the failure in reasonable detail) from the non-Defaulting Party to the Defaulting Party or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Defaulting Party has demonstrated to the satisfaction of the non-Defaulting Party, acting reasonably, that
 - (i) the User is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, and
 - (ii) its proceeding can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the non-Defaulting Party, acting reasonably, andsuch failure is in fact cured within such period of time; or
- (c) if the User takes any action for its dissolution or winding-up, other than as part of any *bona fide* corporate reorganization with one or more of its Affiliates; or
- (d) if a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator, provisional liquidator, agent for a secured creditor or other Person with similar

powers is appointed in any manner in respect of the Defaulting Party or in respect of all or a substantial portion of its property or assets and such appointment continues unstayed and in effect and is not withdrawn, overturned, set aside or revoked within the period of 30 days following the appointment; or

- (e) if the Defaulting Party becomes insolvent, admits its inability to pay or fails to pay its debts generally as they become due, acknowledges its insolvency, makes an assignment in bankruptcy or makes any other assignment for the benefit of creditors, or files any proposal, notice of intention or petition or otherwise commences or consents to or acquiesces in the commencement of any proceeding seeking any reorganization, arrangement, compromise, composition, compounding, extension of time, moratorium or adjustment of liabilities of the User under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency, moratorium, reorganization or analogous law of any applicable jurisdiction, or consents to or acquiesces in the appointment in any manner of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator, provisional liquidator, agent for a secured creditor or other Person with similar powers in respect of the Defaulting Party or in respect of all or a substantial portion of its property or assets; or
- (f) if any policies of insurance required to be obtained by the Defaulting Party pursuant to Section 2.6.1 or Section 2.6.2, as applicable, are cancelled and not replaced within the time period specified by Section 2.6.1 or Section 2.6.2, as applicable.

3.3 Remedies of the Non-Defaulting Party

Upon the occurrence of a Default, the non-Defaulting Party may by notice to the Defaulting Party declare the Defaulting Party to be in default and may do any or all of the following as the non-Defaulting Party, in its sole and absolute discretion, shall determine:

- (a) the non-Defaulting Party may terminate this Agreement by giving 30 days' prior notice to the Defaulting Party; or
- (b) the non-Defaulting Party may seek specific performance, injunction or other legal or equitable remedies, it being acknowledged that damages may not be an adequate remedy for a Default.

If the question of the occurrence of a Default under Section 3.2(b) has been submitted to arbitration in accordance with Section 5.1, neither party shall exercise any of the remedies provided for in this Section 3.3 except as permitted by the Arbitrator or until a decision by the Arbitrator on the matter in dispute is made.

ARTICLE 4 FORCE MAJEURE

4.1 Suspension of Obligations

If a party is unable to carry out any of its obligations under this Agreement due to an act of God or a Governmental Authority, war, riot, blockade, insurrection, labour dispute, flood, nuclear emergency, epidemic, landslide, lightning, earthquake, drought, fire, explosion, or similar cataclysmic occurrence, government pre-emption of materials from third parties, failure or want of any necessary equipment, supplies, fuel, products (including water), or services (including oil storage) not within the control of such party and not resulting from such party's fault, or any denial or revocation of, or delay in obtaining, any permit, (except where such denial or delay results from failure to diligently prosecute application therefor or from non-compliance with the standards for issuance thereof), or other events not within the reasonable control of such party and not resulting from such party's fault (hereinafter "**Force Majeure**"), this Agreement shall remain in effect, but the obligations that such party is unable to carry out shall be suspended for the period that such party is unable to carry out such obligations as a result of such disabling circumstances.

ARTICLE 5 ARBITRATION

5.1 Arbitration

Any Dispute between the parties (other than whether a Default has occurred under Section 3.2(a) and Section 3.2(c) to 3.2(f) inclusive, and other than with respect to a breach or alleged breach of the provisions of Section 6.7), shall be submitted to arbitration in accordance with the provisions of this Section 5.1.

- (a) The arbitration shall be held before the Arbitrator. Any arbitration shall be held at Goderich, Ontario unless the parties otherwise agree.
- (b) The law to be applied in connection with the arbitration shall be the law of Ontario, excluding its conflict of law rules.
- (c) The arbitration shall be governed by the Arbitration Rules. It shall be a condition precedent to the bringing of any legal proceedings that are contemplated by the Arbitration Rules that the parties will have concluded the arbitration process as provided by the Arbitration Rules. The provisions of the *Arbitration Act, 1991* (Ontario) shall apply to the extent that they are not inconsistent with this Article or with such Arbitration Rules.
- (d) Any arbitration may include any other Person substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that such other Person has agreed to be bound by such arbitration.

- (e) The pendency of any dispute resolution procedure shall not in and of itself relieve any party from its duty to observe and perform its obligations and covenants under this Agreement.

ARTICLE 6 GENERAL MATTERS

6.1 Assignment

- (a) Subject to the provisions of this Section 6.1, neither this Agreement nor any of the rights, entitlements, duties and obligations arising from it shall be assignable in whole or in part by the User.
- (b) The User may assign this Agreement and its rights hereunder (i) to an Affiliate or (ii) to a Person who acquires all or substantially all of the assets and business of the User provided that such Affiliate or Person agrees with GPMC to be bound by the provisions of this Agreement to the same extent as User hereunder and agrees to continue to use the Port for the business formerly operated by the User.
- (c) GPMC shall have the right to assign its interest in this Agreement or any of its rights under this Agreement to the Town without the consent of the User, and in such event the Town may enforce all rights assigned to it against the User in the name of the Town.
- (d) Subject to the terms and provisions of this Section 6.1, this Agreement and all rights, entitlements, duties and obligations from it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6.2 Notice

Any notice, demand or other communication (in this Section, a “**notice**”) required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person during normal business hours on a Business Day and left with the recipient or a responsible employee of the recipient at the applicable address set forth below; or
- (b) sent by any electronic means of sending messages (“**Electronic Transmission**”), including e-mail (including attachments in pdf format), during normal business hours on a Business Day, but notice by Electronic Transmission shall only be sufficient if the notice includes or is accompanied by the sender’s name, address, telephone number and e-mail address, the date and time of transmission and the name and telephone number of a person to contact in the event of transmission problems and if acknowledgement of the transmission is transmitted to the sender by the recipient or the recipient’s electronic system;

For GPMC:

North Harbour Road
P.O. Box 415
Goderich, Ontario
N7A 4C6
Attention: President

For the User:

<@>
<@>
<@>

Attention: <@>

or at such other address as the party to whom such notice is to be given shall have last notified (in the manner provided in this Section 6.2) the party giving such notice. Each notice sent in accordance with this Section shall be deemed to have been received:

- (i) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first Business Day thereafter; or
- (ii) in the case of Electronic Transmission, on the same day that it was sent if sent on a Business Day and the acknowledgement of receipt is received by the sender before 5:00 p.m. (recipient's time) on such day, and otherwise on the first Business Day thereafter.

6.3 Further Assurances

Each of the GPMC and the User shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

6.4 Time of the Essence

Time shall be of the essence of this Agreement.

6.5 No Partnership

Nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture or impose a trust or partnership duty, obligation or liability, or a landlord and tenant or, except as expressly provided herein, an agency relationship on or with regard to either party. Except as expressly provided herein, each party shall be individually and severally liable for its own obligations under this Agreement.

6.6 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail attaching an executed copy of this Agreement in PDF format or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.7 Confidentiality

Each party shall keep confidential any confidential information disclosed to it by the other party unless required by Applicable Law to make such disclosure or such party must rely on such confidential information in any legal proceedings between the parties.

The remainder of this page intentionally left blank; signatures follow on next page

hereto. IN WITNESS WHEREOF this Agreement has been executed by the parties

GODERICH PORT MANAGEMENT CORPORATION

By: _____
Name:
Title:



By: _____
Name:
Title:

By: _____
Name:
Title:

**SCHEDULE 1
PORT USER FEES**



Document comparison by Workshare Compare on May-13-20 6:59:28 PM

Input:	
Document 1 ID	interwovenSite://FMDDMS2/CANADA_EAST/107159103/2
Description	#107159103v2<CANADA_EAST> - Schedule 4A Port User Agreement
Document 2 ID	interwovenSite://FMDDMS2/CANADA_EAST/107159103/3
Description	#107159103v3<CANADA_EAST> - Schedule 4A Port User Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	12
Deletions	48
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	60

Suggestion or Recommendation of a go forward position with GPMC and the Town of Goderich to a resolution that allows the present agreements to be ratified by the appropriate By-Law.

(These numbers are estimates and not certified by our Treasurer)

1. That the Port User Agreement before Council be approved and attached to the current Operation Maintenance, Maintenance Agreement (OMMA), approved by Council on January 13th, 2020 by By-Law 15 of 2020.
2. That the Port User Agreement be reviewed by the Goderich Port Management Corporation (GPMC) and the Goderich Town Council within four months prior to the term of this current Council, ending on November 30, 2022.
3. That the current Board of Directors of GPMC convene a meeting at the earliest possible date to confirm the appointment of John Grace and Larry McCabe as Goderich Town Council Representatives.
4. That the previous negotiations that resulted in the agreement of an increase in annual payments of \$100,000.00 to our waterfront reserve and the contribution payment of \$500,000.00 to the South Harbour Road Reconstruction to be considered by the GPMC to authorize for payments to the Town of Goderich.
5. That the President of GPMC and the two Council appointments to the GPMC meet with the Goderich Economic Development Committee, Huron Economic Department along with the Huron County Development Board Chair to explain the history of the Port since 1995 and the potential of the newly developed five (5) acres of Expansion Lands.
6. That a Marketing Plan be prepared for the Expansion Lands jointly between GPMC and the Goderich Economic Development Committee.
7. That the details of the first six (6) years of projects be explained in detail to the Goderich Economic Development Committee and the County of Huron Economic Development Department and Huron County Economic Board Representatives.

- Reimbursement by the GPMC to the Town of Goderich the current receivable on the Town of Goderich books of \$ 500,000.00 due to the rebuilding of South Harbour Road completed by the Town in 2019
- Construction of North Harbour Road for a total financial commitment of the GPMC in the estimated amount of \$2,500,000.00
- Construction and rehabilitation of Snug Harbour by the GPMC of approximately \$600,000.00
- All of the above, net of any Municipal commitment be paid for from the Major Maintenance Account, which is 100% User Fees
- Confirmation that the payments to the Town of Goderich Waterfront Reserve will be increased by \$100,000.00 in 2020 and that previous payments from User Fees will continue totalling Leases and User Fees of approximately \$200,000.00 annually resulting in excess of \$300,000.00 per year to the Town . Plus GPMC will be subject to cost of living increases annually being applicable starting
- THAT THE TOWN OF GODERICH COUNCIL HAS THE FINAL APPROVAL, ANNUALLY OF THE GPMC BUDGET AS PROVIDED FOR IN THE 1999 OMMA AGREEMENT AND IN THE CURRENT OMMA AGREEMENT.

8. That GPMC fund along with the County of Huron, a Marketing Plan for the Expansion Lands at the Goderich Harbour.

Submitted by Mayor Grace for discussion
 July 22/ 2020