



The Corporation of the City of Sault Ste. Marie  
Special Meeting of City Council  
Agenda

Monday, November 18, 2024

5:00 pm

Council Chambers

Civic Centre

Meetings may be viewed live on the City's YouTube channel  
<https://www.youtube.com/user/SaultSteMarieOntario>

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Pages

**1. Land Acknowledgement**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

**2. Approve Agenda as Presented**

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

That the Agenda for the November 18, 2024 Special City Council Meeting as presented be approved.

**3. Declaration of Pecuniary Interest**

**4. Cellular Service**

6 - 9

A report of the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated November 18,

2024 concerning the provision of Cellular Service as required by City of Sault Ste. Marie be received and the services be awarded to Bell Mobility Inc. for a term of six years at the quoted pricing (HST extra), with extension options by mutual agreement.

**5. Former Sault Area Hospital Site RFP Recommendation**

10 - 15

A report of the CAO is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that the report of the CAO dated November 18, 2024 concerning the Request for Proposal process for the former Sault Area Hospital site be received and that:

- a. The City owned property described as Areas A and B in this report to Council, specifically PIN 31539-0151(LT) being 941 Queen Street East, PIN 31539-0153(LT) being 941 Queen Street East Water Lot and PIN 31539-0148(LT) being 10 Lucy Terrace having been declared surplus to the City's needs, be authorized by Council for disposition in accordance with the City's policy for the disposition of lands to Green Infrastructure Partners Inc. for the amount of \$1 and on the basis of the terms and conditions as set out in this report;
- b. The City owned property described as Area C in this report to Council, specifically PIN 31539-0158(LT) being 995 Queen Street East and having been declared surplus to the City's needs and be authorized for disposition in accordance with the City's policy for the disposition of lands to Ruscio Masonry and Construction Limited for the sum of Two Million (\$2,000,000) Dollars and on the basis of the terms and conditions as set out in this report;
- c. The City be authorized to enter into and formalize a vendor take-back mortgage with Ruscio Masonry and Construction Limited for the purchase price of the lands comprising PIN 31539-0158(LT) being 995 Queen Street East, with such mortgage to be registered on closing and to further authorize the City Solicitor or her designate to execute the necessary documentation to effect the said vendor take-back mortgage on the basis of the terms and conditions as set out in this report;

Further that Council authorize the survey costs for the easements required by the City;

Further that Council authorize the City's contribution of Two Hundred and Twenty One Thousand (\$221,000) Dollars from the Municipal Demolition Reserve Fund to be paid to Green Infrastructure Partners Inc. upon the commencement of demolition of the buildings located at 941 Queen Street Est and 941 Queen Street East Water Lot;

Further that Council authorize the proceeds from the sale of 995 Queen Street

East be placed back to the Contingency Reserve;

Further that Council authorize the exemption from the Noise By-law to Green Infrastructure Partners Inc., and their contractors/affiliate companies involved in the demolition of the former General Hospital building at 941 Queen Street East and 941 Queen Street East Water lot commencing when demolition work begins and ending when demolition is complete and no later than 10 weeks from the date of commencement of demolition.

The relevant By-laws 2024-171, 2024-172, 2024-173 and 2024-174 are listed under item 7 of the Agenda and will be read with all by-laws under that item.

**6. Licence to Occupy 941 Queen Street East and 941 Queen Street East Water lot** 16 - 17

A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2024-170 is listed under item 6 the Agenda and will be read with all by-laws under that item.

**7. Consideration and Passing of By-laws**

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that all By-laws under item 6 of the Agenda under date November 18, 2024 be approved.

**7.1 By-law 2024-170 (Agreement) Licence to Occupy 941 Queen St E (GIP)** 18 - 24

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that By-Law 2024-170 being a by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and Green Infrastructure Partners Inc. for the storage of heavy equipment on 941 Queen Street East and 941 Queen Street East Water Lot be passed in open Council this 18th day of November, 2024.

**7.2 By-law 2024-171 (Property Sale) 941 Queen Street East, 941 Queen Street East Water Lot, 10 Lucy Terrace - Green Infrastructure Partners Inc. (GIP)** 25 - 28

A report from the CAO is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that By-law 2024-171 being a by-law to authorize the sale of surplus property being Civic 941 Queen Street East, legally described in PIN 31539-0151 (LT); Civic 941 Queen Street East Water Lot, legally described in PIN

31539-0153 (LT); and Civic 10 Lucy Terrace, legally described in PIN 31539-0148 (LT) to Green Infrastructure Partners Inc. ("GIP") be passed in open Council this 18th day of November, 2024.

**7.3 By-law 2024-172 (Property Sale) 995 Queen Street East - Ruscio Masonry and Construction Limited (Ruscio Construction) 29 - 32**

A report from the CAO is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that By-law 2024-172 being a by-law to authorize the sale of surplus property being Civic 995 Queen Street East, legally described in PIN 31539-0158 (LT) to Ruscio Masonry and Construction Limited ("Ruscio Construction") be passed in open Council this 18th day of November, 2024.

**7.4 By-law 2024-173 Vendor Take-Back Mortgage 33 - 34**

A report from the CAO is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that By-law 2024-173, being a by-law to authorize by-law to authorize the provision of a vendor take-back mortgage from the City to Ruscio Masonry and Construction Limited as it relates to the purchase price for the sale of 995 Queen Street East. be passed in open Council this 18th day of November 2024.

**7.5 By-law 2024-174 (Regulations) Noise Exemption 941 Queen St E demolition 35 - 35**

A report from the CAO is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Scott

Resolved that By-Law 2024-174 being a by-law to exempt Green Infrastructure Partners Inc. and their contractors/affiliate companies involved in the demolition of the former General Hospital building located at 941 Queen Street East and 941 Queen Street East Water Lot commencing when demolition work begins and ending when demolition is complete and no later than ten (10) weeks from the date of commencement of demolition from Noise Control By-law 80-200 be passed in open Council this 18th day of November, 2024.

**8. Closed Session**

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that this Council move into closed session to discuss one item

concerning personal matters about an identifiable individual;

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same without the need for a further authorizing resolution.'

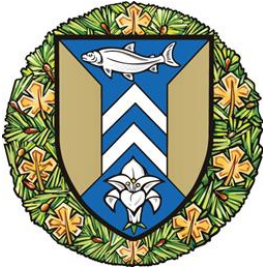
*Municipal Act R.S.O. 2002 -- section 239 2 (b) personal matters about an identifiable individual, including municipal or local board employees*

**9. Adjournment**

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

That this Council shall now adjourn.



**The Corporation of the  
City of Sault Ste. Marie**

**C O U N C I L   R E P O R T**

November 18, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Cellular Service – City of Sault Ste. Marie

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**Purpose**

The purpose of this report is to obtain Council approval to award the provision of cellular service for a term of six years ending August 1, 2030, with option to extend for up to two additional terms of two years each by mutual agreement as required by the City of Sault Ste. Marie.

**Background**

By-law 2019-115 was passed on June 17, 2019 authorizing execution of an agreement with Bell Mobility Inc. (Bell) for the provision of cellular devices and service for a period of four years commencing May 1, 2019. It was further extended on May 20, 2023 under the services established through Provincial Ministry of Government Services (MGS) Vendor of Record (vendor of record (VOR) Agreement) agreement for paging and mobile devices and services with final expiry date of January 31, 2024.

MGS (now Supply Ontario) scheduled a new competitive tender to be posted September 2023 with contract start date of February 1, 2024. Being delayed in this process however, the City continued its services month to month as allowed within the agreement and as approved under staff financial levels. A new VOR has since been established effective August 1, 2024.

**Analysis**

Through Supply Ontario (*procurement within Ontario Government*), a competitive bid process Tender-18677 was conducted and a VOR arrangement was established to provide mobile and cellular devices and services on an “as-and-when-requested” basis across the Province of Ontario. The established term is for a period of six years, commencing August 1, 2024 and expiring on July 31, 2030, with options in favour of Supply Ontario to extend the agreement on the same terms and conditions for up to two additional terms of two years each. This opportunity is open to the City of Sault Ste. Marie, as a registered non-OPS (Ontario Public Service) client.

The established VOR for mobile devices and services include: The established VORs for mobile devices and services include:

- Rogers (Primary Rank)
- Bell (Secondary Rank)
- Telus (Tertiary Rank)
- Tbaytel (Quaternary Rank)

City staff reviewed the top three VORs assessing price, delivery and administration of services, and recommend Bell as the solution best suited to meet the City's requirements.

- The quoted price of this preferred solution, meeting specifications has been indicated on the summary attached. Bell has applied its Rogers match option pricing for municipalities. Bell has applied its Rogers match option pricing for municipalities.
- Efficiencies are available with Bell, having an available local service representative, and avoidance of carrying two vendors through the transition of equipment over the term of contract.

This request is in accordance with Purchasing By-law item 28) Cooperative Purchasing, where a competitive process was conducted, and participation is in the best interest of the City.

### **Financial Implications**

Bell quoted rate of \$15.75 per month/per unit amounts to \$61,737 annually including the non-rebateable portion of HST, for its Canada-wide voice and unlimited data service.

Pricing will remain within the established annual operations budget.

### **Strategic Plan / Policy Impact / Climate Impact**

Maintaining efficient and cost effective communications is in keeping with delivering excellent customer service with the Service Delivery Focus Area of the Corporate Strategic Plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated November 18, 2024 concerning the provision of Cellular Service as required by City of Sault Ste. Marie be received and the services be awarded to Bell Mobility Inc. for a term of six years at the quoted pricing (HST extra,) with extension options by mutual agreement.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

Cellular Service – City of Sault Ste. Marie  
November 18, 2024  
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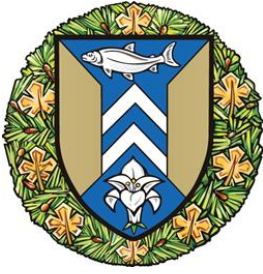
**SUMMARY OF TENDERS**  
**Cellular Service**

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<u>Description</u>	<u>Unit</u>	<u>Rogers</u>	<u>Bell Canada</u>	<u>Telus Mobility</u>
Canada-Wide Service VOICE and Unlimited DATA per month		\$ 15.75	\$ 15.75	\$ 21.00
(321 units) Monthly Cost		\$ 5,055.75	\$ 5,055.75	\$ 6,741.00
	<u>Annual Total</u>	<u>\$ 60,669.00</u>	<u>\$ 60,669.00</u>	<u>\$ 80,892.00</u>

Note: The tendered price of preferred solution, meeting specifications is boxed above.  
 The total cost to the City (current qty) will be \$61,737 annually, including non-rebateable portion of HST  
 It is my recommendation that the tendered prices, submitted by Bell Mobility Inc. be accepted.

Karen Marlow  
Manager of Purchasing



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

November 18, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Tom Vair, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: Former Sault Area Hospital Site RFP Recommendation

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**Purpose**

The purpose of this report is to seek Council approval to finalize agreements of purchase and sale with the recommended proponents from the Request for Proposal (RFP) process for the former Sault Area Hospital (SAH) site located at civic 995 and 941 Queen Street East and 10 Lucy Terrace (legally described in Attachment A – PINs Former SAH Property Purchase).

**Background**

On October 1st, 2024 City Council authorized the purchase of the former SAH site and the commencement of an RFP process to sell the properties in order to facilitate the redevelopment of the properties.

The primary objectives of the purchase and sale of the properties include:

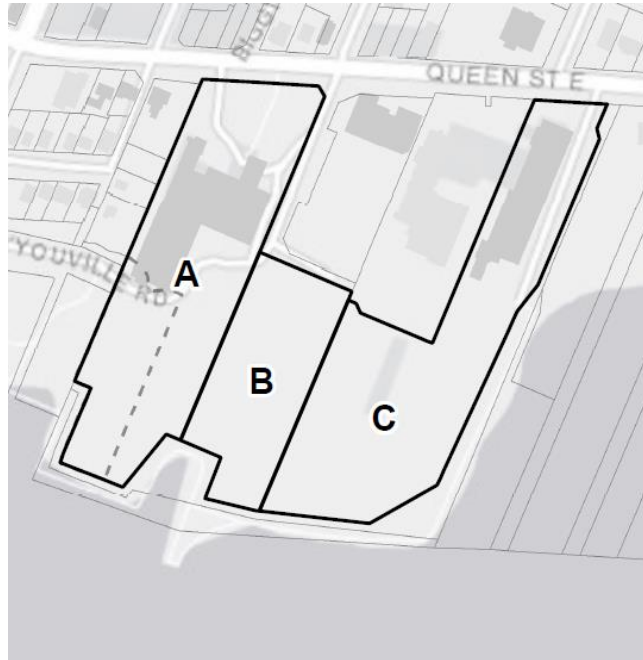
- Redevelop two blighted properties on the community's waterfront (through the demolition of the former General Hospital site and refurbishment of the former Renal Building).
- Enable the development of new residential units in the community required for housing needs and to meet Provincial housing targets.
- Stimulate new development which will generate additional assessment and increase tax revenue for the City.
- Mitigate staff time and expense on property standards violations and the legal costs associated with said violations.

On November 4th, 2024, the RFP closed and three submissions were received. The three submissions were from:

1. Green Infrastructure Partners Inc. (GIP) and Ruscio Masonry and Construction Limited (Ruscio Construction)
2. 9720413 Canada Ltd. (Ismarteam)
3. Terra Power Systems Inc.

The selection committee reviewed the applications and recommends the GIP and Ruscio Construction submission for approval.

The submission from GIP and Ruscio Construction is a collaboration that will see GIP acquire Parcels A and B. Ruscio Construction will acquire Parcel C.



The submission by GIP and Ruscio Construction contained requests of the City. Staff clarified and negotiated these requests as permitted through the procurement process. The terms being agreed upon and recommended by staff for the sale of the properties include the following:

- Property C
  - Purchase of the property “C” for \$2M by Ruscio Construction with installments of \$400,000/year over five years interest-free by way of a Vendor Take Back Mortgage.
  - The commencement of construction by Ruscio Construction on the former Renal building within 12 months of the close of the sale.
  - The City will waive tipping fees at the landfill for demolition waste up to 1,050 mt of construction and demolition waste with materials to be accepted that comply with our Ministry of the Environment, Conservation and Parks (MECP) approvals. Ruscio Construction acknowledges and agrees that only waste that is acceptable to the City’s landfill can be deposited there
  - The City will provide in-kind services from Public Works to support the future residential development of the property including installation of services up to \$190,000. The City may seek funding in the future from Federal or Provincial programs to assist with these in-kind services.

- Property A and B
  - GIP or an affiliated company will demolish the former General Hospital building in exchange for full ownership of properties A & B for \$1 each.
  - Rapid demolition of the former General Hospital will be undertaken commencing 30-45 days after the close of property sales with a demolition duration expected at 6-8 weeks.
  - The City will waive tipping fees at the landfill for demolition waste up to 6,800 mt of construction and demolition waste with materials to be accepted that comply with our MECP approvals. GIP acknowledges and agrees that only waste that is acceptable to the City's landfill can be deposited there.
  - The City will support the demolition of the former General Hospital with a contribution from the demolition fund of \$221,000 to GIP.
  - Exemption from the noise by-law during demolition to permit work on a modified work schedule of 10 days on, four days off, with site work to be completed Monday to Friday, 7am-6 pm, and Saturday & Sunday, 7 am-5 pm, which activities may include crushing brick and shredding of materials.
  - License of occupation from the City for GIP to mobilize and store heavy equipment on the site in advance of the close of the sale (as of November 19th).
  - The City will provide in-kind services from Public Works to support the future residential development of the properties including installation of services up to \$190,000. The City may seek funding in the future from Federal or Provincial programs to assist with these in-kind services.
- Other Considerations
  - GIP and Ruscio Construction will each complete a master plan for their respective properties (Parcels A and B; the balance of Parcel C) within 24-36 months to determine future multi-residential and mixed-use development.
  - As per the terms of the RFP, a clause will be included in the agreement of purchase and sale that:
    - Building permits for refurbishment of the former Renal Building must be submitted within 12 months of the property closing.
    - The former General Hospital building must be demolished within 18 months of the property closing.
    - A plan to develop Parcel A and B and submission of building permits for construction of new residential/commercial units must be submitted within a maximum of five years.

If these terms are not met, the City will have the ability to take the properties back.

Staff are seeking approval from Council to finalize an agreement of purchase and sale with GIP and Ruscio Construction based on these terms.

### **Analysis**

The primary objectives of the purchase of the former SAH site will be achieved through the sale of the properties to GIP and Ruscio Construction.

GIP provides a near-term opportunity to see the demolition of the former General Hospital building within eight weeks of the sale closing. This is a significant win for the community, removing a highly visible, blighted property on our waterfront and clearing the way for its future development.

Ruscio Construction will redevelop the former Renal Building with 'boots on the ground' work within twelve months, providing a pathway to new residential units in the community and renovating another blighted property on our waterfront.

The payback for the City's investment in the former SAH site is expected to be 6-8 years in a scenario with high density residential development with no affordable housing units and 11-12 years with 30% affordable housing units (Attachment B – Summary Table Expected Tax Revenue Former SAH Site). This payback calculation includes consideration of the City contribution from the demolition fund and in-kind support services.

The proponents are two credible companies — GIP is one of Canada's largest and most diversified infrastructure companies with the significant human and capital resources required to complete the demolition of the former General Hospital. Ruscio Construction is a respected local builder with a positive development track record in the community.

The City obtained quotes within the last year for the demolition of the former General Hospital. These quotes indicate the demolition of the property would cost up to \$4.6M and underscores the significant scale of the demolition project. Selling the properties to GIP for \$1 will have them undertake the demolition and incur these costs and deal with any remediation issues required with Parcel B.

The sale of these properties was circulated, and all agree the property should be declared surplus. There are City easements that will need to be formalized as part of the sales process.

The purchase and sale of the former SAH site was a strategic community development investment. Council and staff were aware the sale price through the RFP process would be less than the City's purchase price. The investment was made to redevelop two highly visible, blighted properties on the community's waterfront with the expectation that the City investment will be recouped and

exceeded through future municipal tax revenue. As cited above, a full payback is expected in 6-12 years.

The sale to GIP and Ruscio Construction will also enable the development of new residential units in the community which are required for housing needs and to meet Provincial housing targets.

### **Financial Implications**

The \$2M installment payments for the sale of Parcel C will be returned to the contingency reserve as they are received.

The City contribution from the demolition fund of \$221,000 will utilize remaining funds in this reserve. The replenishment of the demolition fund will require future Council direction with potential consideration to use the Vacant Home Tax proceeds.

The provision of in-kind services of up to \$380,000 from Public Works to support the future residential development of the properties will be accommodated within the annual Public Works approved budget levels.

### **Strategic Plan / Policy Impact / Climate Impact**

The sale of the former Sault Area Hospital site aligns with the corporate strategic plan in the following areas:

- Create social and economic activity
- Maximize economic development and investment
- Foster a vibrant downtown area

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated November 18, 2024 concerning the Request for Proposal process for the former Sault Area Hospital site be received and that:

(a) The City owned property described as Areas A and B in this Report to Council, specifically PIN 31539-0151(LT) being 941 Queen Street East, PIN 31539-0153(LT) being 941 Queen Street East Water Lot and PIN 31539-0148(LT) being 10 Lucy Terrace having been declared surplus to the City's needs, be authorized by Council for disposition in accordance with the City's policy for the disposition of lands to Green Infrastructure Partners Inc. for the amount of \$1.00 and on the basis of the terms and conditions as set out in this report:

(b) The City owned property described as Area C in this Report to Council, specifically PIN 31539-0158(LT) being 995 Queen Street East and having been declared surplus to the City's needs and be authorized for disposition in accordance with the City's policy for the disposition of lands to Ruscio Masonry

and Construction Limited for the sum of Two Million (\$2,000,000.00) Dollars and on the basis of the terms and conditions as set out in this report;

(c) The City be authorized to enter into and formalize a Vendor Take Back Mortgage with Ruscio Masonry and Construction Limited for the purchase price of the lands comprising PIN 31539-0158(LT) being 995 Queen Street East, with such mortgage to be registered on closing and to further authorize the City Solicitor or her designate to execute the necessary documentation to effect the said Vendor Take Back Mortgage on the basis of the terms and conditions as set out in this report;

Further that Council authorize the survey costs for the easements required by the City;

Further that Council authorize the City's contribution of Two Hundred and Twenty One Thousand (\$221,000.00) Dollars from the Municipal Demolition Reserve Fund to be paid to Green Infrastructure Partners Inc. upon the commencement of demolition of the buildings located at 941 Queen Street Est and 941 Queen Street East Water Lot;

Further that Council authorize the proceeds from the sale of 995 Queen Street East be placed back to the Contingency Reserve.

Further that Council authorize the exemption from the Noise By-law to Green Infrastructure Partners Inc., and their contractors/affiliate companies involved in the demolition of the former General Hospital building at 941 Queen Street East and 941 Queen Street East Water lot commencing when demolition work begins and ending when demolition is complete and no later than 10 weeks from the date of commencement of demolition.

The relevant By-laws 2024-171, 2024-172, 2024-173 and 2024-174 are listed under item 7 of the Agenda and will be read with all by-laws under that item.

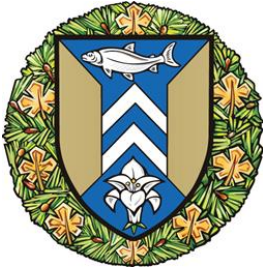
Respectfully submitted,

Tom Vair

CAO

705.759.5347

[cao.vair@cityssm.on.ca](mailto:cao.vair@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

November 18, 2024

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Fields, City Solicitor  
DEPARTMENT: Legal Department  
RE: Licence to Occupy 941 Queen Street East and 941 Queen Street East Water lot

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### **Purpose**

This report seeks the approval of a Licence to Occupy 941 Queen Street East and 941 Queen Street East Water lot by Green Infrastructure Partners Inc. ("GIP") and their affiliate companies and contractors.

### **Background**

If Council approves the recommendations set out in CAO Vair's report of today's date regarding the sale of City property located at 941 Queen Street East and 941 Queen Street East Water lot, equipment may have to be mobilized to the property before the closing of the sale of the property. Equipment would then be stored on City property pending the sale's closing for use in the demolition of the building on the property. As the equipment will be occupying City property, a Licence of Occupation is required to hold the City harmless while the equipment is on-site.

### **Analysis**

The Licence of Occupation will allow the storage of the equipment on City property, commencing on November 19, 2024, and will be in effect until the property sale from the City to GIP closes. During the term of the licence, equipment may be stored, but no demolition is to take place or heavy equipment is to be used on City property during the term of the agreement.

### **Financial Implications**

There is no financial impact to the City for the Licence to Occupy.

### **Strategic Plan / Policy Impact / Climate Impact**

This is an operational matter not articulated in the corporate Strategic Plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2024-170 is listed under Agenda item 7 and will be read with all by-laws under that item.



Licence to Occupy 941 Queen Street East and 941 Queen Street East Water lot  
November 18, 2024T  
Page 2.

Respectfully submitted,

Karen Fields  
City Solicitor  
705.759.5407  
[k.fields@cityssm.on.ca](mailto:k.fields@cityssm.on.ca)

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2024-170**

**AGREEMENT**: A by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and Green Infrastructure Partners Inc. for the storage of heavy equipment on 941 Queen Street East and 941 Queen Street East Water Lot.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Licence to Occupy City Property Agreement dated November 18, 2024 between the City and Green Infrastructure Partners Inc., a copy of which is attached as Schedule "A" hereto. This Licence to Occupy City Property Agreement is for the mobilizing and storage of heavy equipment on 941 Queen Street East and 941 Queen Street East Water Lot.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of November, 2024.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**LICENCE TO OCCUPY CITY PROPERTY**

**THIS LICENCE** made in duplicate this 18<sup>th</sup> day of November, 2024.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

- and -

**GREEN INFRASTRUCTURE PARTNERS INC.**

(hereinafter referred to as the  
"Licencee")

The City grants to the Licencee and their affiliate companies and contractors the right to occupy the property of the City ("the City Property") identified as:

941 QUEEN STREET EAST  
SAULT STE. MARIE, ONTARIO  
PIN 31539-0151 (LT) PT PARK LT 18 CON 1, PT OF WATER LT IN FRONT OF PARK  
LT 18 CON 1, LT 19 CON 1 ST. MARY'S BEING PTS 15 & 16 1R10494 EXCEPT PT 18  
1R13068; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 1R12959 AS IN  
AL143068; CITY OF SAULT STE. MARIE

And

941 QUEEN STREET EAST WATER LOT  
SAULT STE. MARIE, ONTARIO  
PIN 31539-0153 (LT) PT WATER LT IN FRONT OF PARK LT 19 CON 1 ST. MARY'S PT  
18 1R10494 EXCEPT PT 19 1R13068; CITY OF SAULT STE. MARIE

as shown on the plan attached and marked Schedule "A" to this Licence to Occupy City Property for the sole purpose of mobilizing and storing heavy equipment on the City Property until the closing date of the sale transaction of the City Property from the City to the Licencee as set out in City By-law 2024-171 or earlier termination of this Licence pursuant to the terms and conditions set out in Schedule "B".

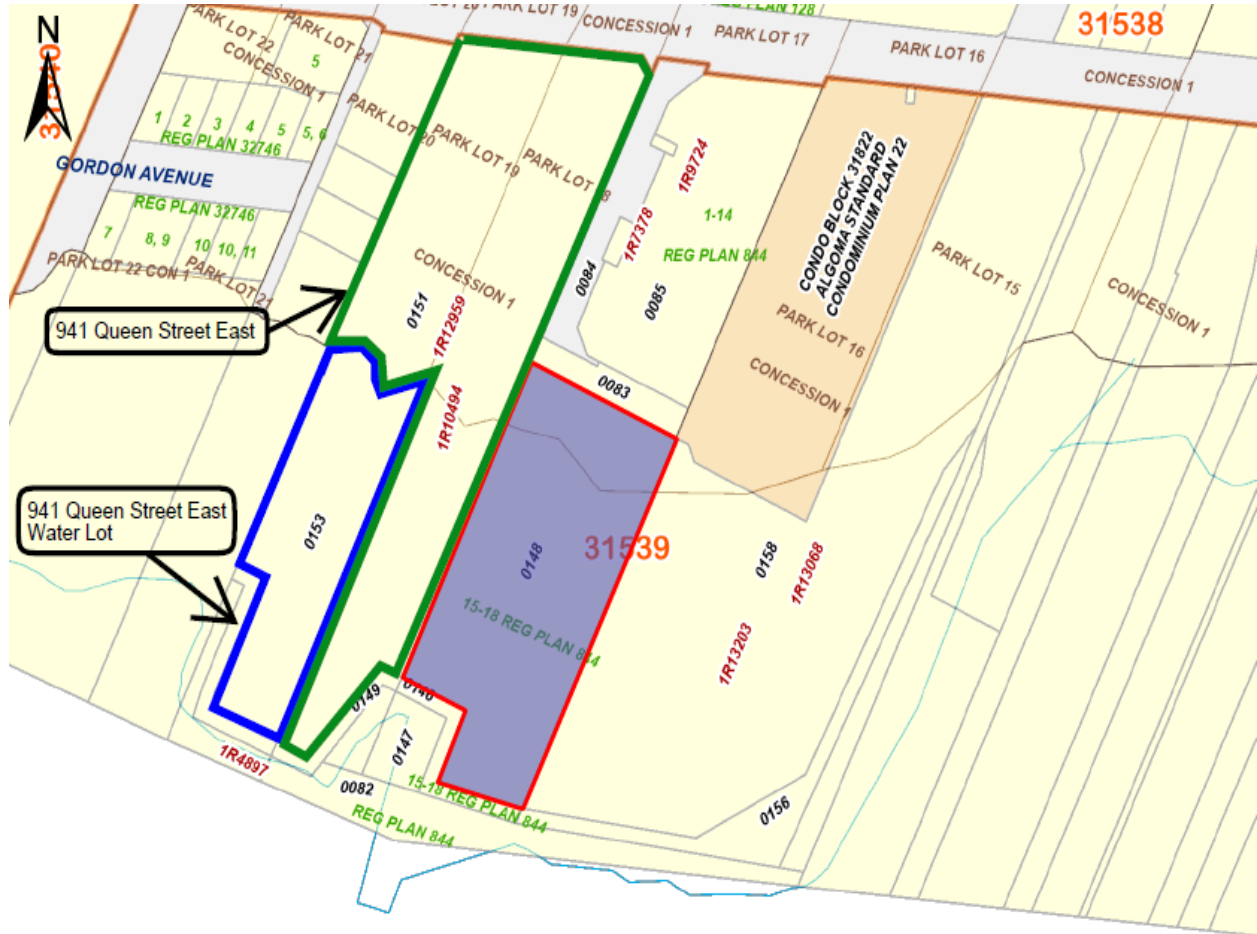
This Licence is subject to the conditions set out in Schedule "B" attached.

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"**



## **SCHEDULE "B"**

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the City Property for the purposes of mobilizing and storing heavy equipment on the City Property until the closing date of the sale transaction of the City Property from the City to the Licencee as set out in City By-law 2024-171 or earlier termination of this Licence pursuant to the terms and conditions set out herein.
2. For the Term, the City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.

3. **Term**

The Term of this Licence shall commence on the 19<sup>th</sup> day of November, 2024, and shall terminate when the sale transaction of the City Property from the City to the Licencee as set out in City By-law 2024-171 is completed.

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 for any reason.

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  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6  
m.borowiczsibenik@cityssm.on.ca

**LICENCEE**

Green Infrastructure Partners Inc.  
Contact Address and email to be provided upon formalizing this Licence

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 equipment 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 equipment not been so mobilized, stored, occupied or been removed by the Licencee.

6. The Licencee shall be fully responsible for the safekeeping and safeguarding of its heavy equipment while it is located on the City Property. The Licencee acknowledges that the City shall not be responsible in any way for the heavy equipment that is located on the City Property and that the Licencee shall be responsible for all matters related to the heavy equipment and its safekeeping, mobilizing, storage, occupation and removal pursuant to this Licence.
7. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the City Property.

#### 8. **Insurance Requirements**

The Licencee shall at its own expense ensure that the following insurance is in place and maintain same during the currency of this Licence:

##### **Commercial General Liability Insurance**

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000, within any policy year with respect to completed operations and a deductible of not more than \$25,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name The Corporation of the City of Sault Ste. Marie as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Work performed on Behalf of the Named Insured by Sub-Contractors
- (i) Firefighting Expenses
- (j) Elevator and Hoist Liability
- (k) Attached Machinery – while loading and unloading

The policy shall include 30 days' notice of cancellation

##### **Automobile Liability Insurance**

Standard Form Automobile Liability insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect to the use or operation of vehicles owned, operated or leased by the proponent.

##### **Contractor's Pollution Liability**

The Licencee shall carry a Contractor's Pollution Liability policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

### **Contractor's Equipment Floater**

The Licencee shall provide and maintain during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be stored on site by the proponent during the term of this agreement. The coverage will also include rental expense, if applicable.

### **Primary Coverage**

The Licencee's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

No 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 satisfactory to the City's Risk Manager shall be provided to the City prior to the commencement of the Licence date.

9. The Licencee acknowledges that there is City infrastructure and other Utility infrastructure (collectively the "Infrastructure") located on and/or under the City Property and agrees not to impede access to this Infrastructure by the City and/or relevant Utility.
10. The City and any Utility with existing Infrastructure is hereby permitted the access it so acquires and further, the City and any Utility with existing Infrastructure shall not be responsible for restoring the City Property to its condition prior to access by the City and such Utility. However, the City and such Utility shall leave the City Property in as neat and tidy a condition as possible.
11. The Licencee shall be responsible for all costs and expenses related to the mobilizing, storage, use, occupation and/or removal of the equipment and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
12. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the mobilizing, storage, use, occupation and/or removal 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.
13. 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 equipment.
14. On termination of this Licence, the Licencee shall forthwith remove the equipment from the City Property at the Licencee's sole risk and expense and leave the City Property in a condition satisfactory to the City; provided that if the Licencees' equipment 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. The parties acknowledge and agree that this Section shall have no force or effect if the Licencee is the owner of the City Property on termination of this Licence.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2024-171**

**PROPERTY SALE:** A by-law to authorize the sale of surplus property being Civic 941 Queen Street East, legally described in PIN 31539-0151 (LT); Civic 941 Queen Street East Water Lot, legally described in PIN 31539-0153 (LT); and Civic 10 Lucy Terrace, legally described in PIN 31539-0148 (LT) to Green Infrastructure Partners Inc. (“GIP”).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Green Infrastructure Partners Inc. (“GIP”) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of November, 2024.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

**SCHEDULE "A" TO BY-LAW 2024-171**

PURCHASER: GREEN INFRASTRUCTURE PARTNERS INC.  
("GIP")

ADDRESS: 941 QUEEN STREET EAST  
SAULT STE. MARIE, ONTARIO  
PIN 31539-0151 (LT)

941 QUEEN STREET EAST WATER LOT  
SAULT STE. MARIE, ONTARIO  
PIN 31539-0153 (LT)

10 LUCY TERRACE  
SAULT STE. MARIE, ONTARIO  
PIN 31539-0148 (LT)

LEGAL DESCRIPTION: PIN 31539-0151 (LT)  
PT PARK LT 18 CON 1, PT OF WATER LT IN FRONT  
OF PARK LT 18 CON 1, LT 19 CON 1 ST. MARY'S  
BEING PTS 15 & 16 1R10494 EXCEPT PT 18  
1R13068; SUBJECT TO AN EASEMENT IN GROSS  
OVER PT 1 1R12959 AS IN AL143068; CITY OF  
SAULT STE. MARIE

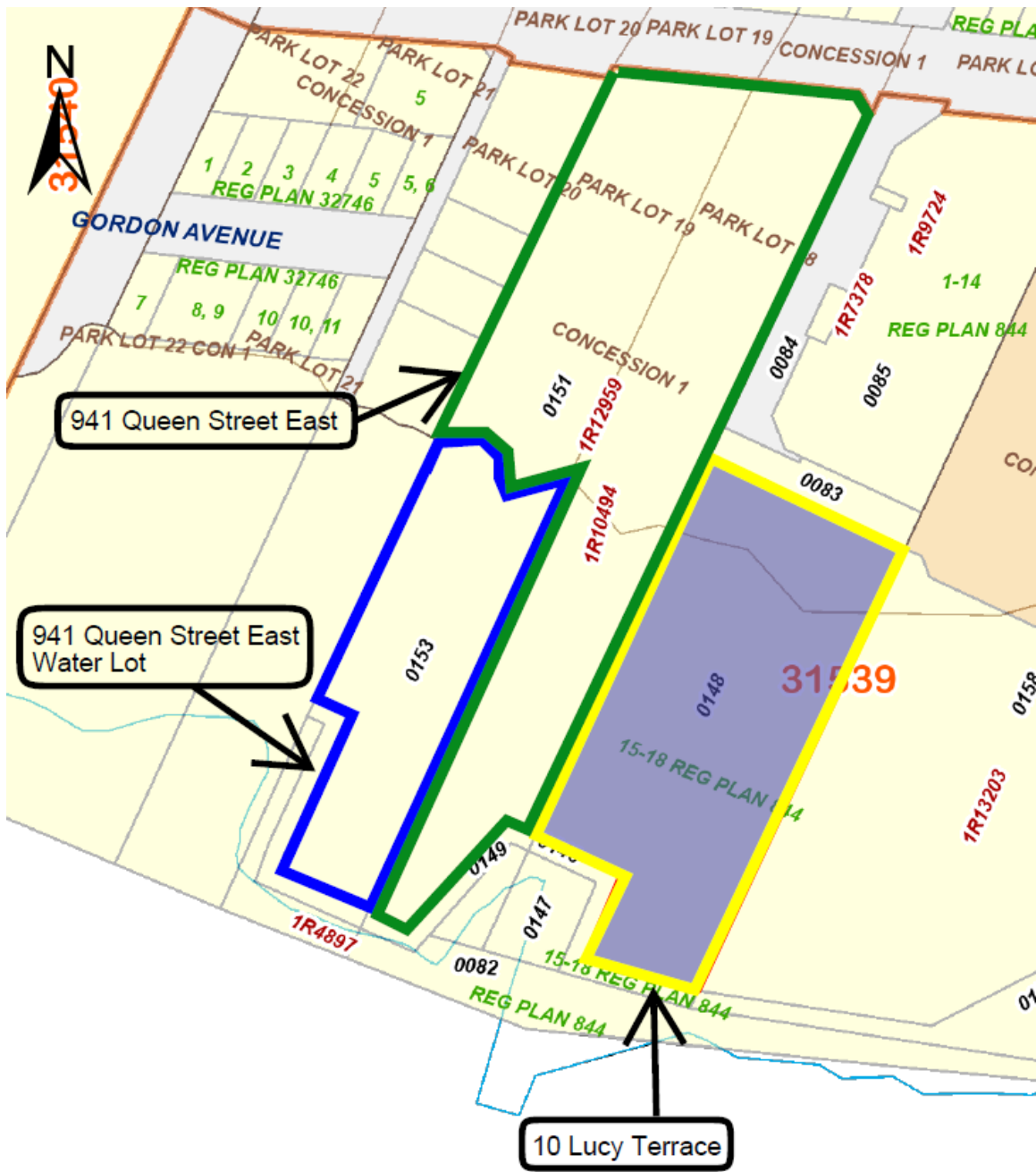
PIN 31539-0153 (LT)  
PT WATER LT IN FRONT OF PARK LT 19 CON 1 ST.  
MARY'S PT 18 1R10494 EXCEPT PT 19 1R13068;  
CITY OF SAULT STE. MARIE

PIN 31539-0148 (LT)  
PT LTS 15, 16, 17 & 18 PL 844 ST. MARY'S BEING  
PT 6 1R10494 EXCEPT PT 17 1R13068; CITY OF  
SAULT STE. MARIE

CONSIDERATION:

- (a) ONE (\$1.00) DOLLAR;
- (b) GIP UNDERTAKES THAT GIP OR AN AFFILIATED  
COMPANY SHALL DEMOLISH THE BUILDINGS  
LOCATED ON 941 QUEEN STREET EAST AND 941  
QUEEN STREET EAST WATER LOT WITHIN 30-45  
DAYS AFTER THE CLOSE OF PROPERTY SALES  
REFERENCED HEREIN WITH A DEMOLITION  
DURATION EXPECTED AT 6-8 WEEKS;

- (c) THE CITY SHALL WAIVE TIPPING FEES AT THE LANDFILL FOR DEMOLITION WASTE UP TO 6,800 MT OF CONSTRUCTION AND DEMOLITION WASTE WITH MATERIALS TO BE ACCEPTED THAT COMPLY WITH THE CITY'S MECP APPROVALS. ONLY WASTE THAT IS ACCEPTABLE TO THE CITY'S LANDFILL CAN BE DEPOSITED AT THE LANDFILL;
- (d) THE CITY SHALL SUPPORT THE DEMOLITION OF THE BUILDINGS LOCATED ON 941 QUEEN STREET EAST AND 941 QUEEN STREET EAST WATER LOT WITH A CONTRIBUTION FROM THE MUNICIPAL DEMOLITION RESERVE FUND OF \$221,000 TO GIP PAYABLE AT COMMENCEMENT OF THE DEMOLITION OF THE BUILDINGS;
- (e) THE CITY SHALL PROVIDE IN-KIND SERVICES FROM PUBLIC WORKS TO SUPPORT THE FUTURE RESIDENTIAL DEVELOPMENT OF THE PROPERTIES SET OUT HEREIN INCLUDING INSTALLATION OF SERVICES UP TO \$190,000. THE CITY MAY SEEK FUNDING IN THE FUTURE FROM FEDERAL OR PROVINCIAL PROGRAMS TO ASSIST WITH THESE IN-KIND SERVICES;
- (f) GIP SHALL COMPLETE A MASTER PLAN FOR THE PROPERTY WITHIN 24-36 MONTHS INCLUDING FUTURE MULTI-RESIDENTIAL AND MIXED-USE DEVELOPMENT; AND
- (g) THE TRANSACTION ITSELF IS RELATED TO THE TRANSACTION SET OUT IN BY-LAW 2024-172, SPECIFICALLY BEING A BY-LAW TO AUTHORIZE THE SALE OF 995 QUEEN STREET EAST. SPECIFICALLY, THE TRANSACTION CONTEMPLATED BY THIS BY-LAW AND THE TRANSACTION CONTEMPLATED IN BY-LAW 2024-172 MUST BOTH CLOSE FOR THE CONSIDERATION TO BE PAYABLE AS SET OUT HEREIN.



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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2024-172**

**PROPERTY SALE**: A by-law to authorize the sale of surplus property being Civic 995 Queen Street East, legally described in PIN 31539-0158 (LT) to Ruscio Masonry and Construction Limited (“Ruscio Construction”).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Ruscio Masonry and Construction Limited (“Ruscio Construction”) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of November, 2024.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

**SCHEDULE "A" TO BY-LAW 2024-172**

**PURCHASER:** RUSCIO MASONRY AND CONSTRUCTION LIMITED  
("RUSCIO CONSTRUCTION")

**ADDRESS:** 995 QUEEN STREET EAST  
SAULT STE. MARIE, ONTARIO  
PIN 31539-0158 (LT)

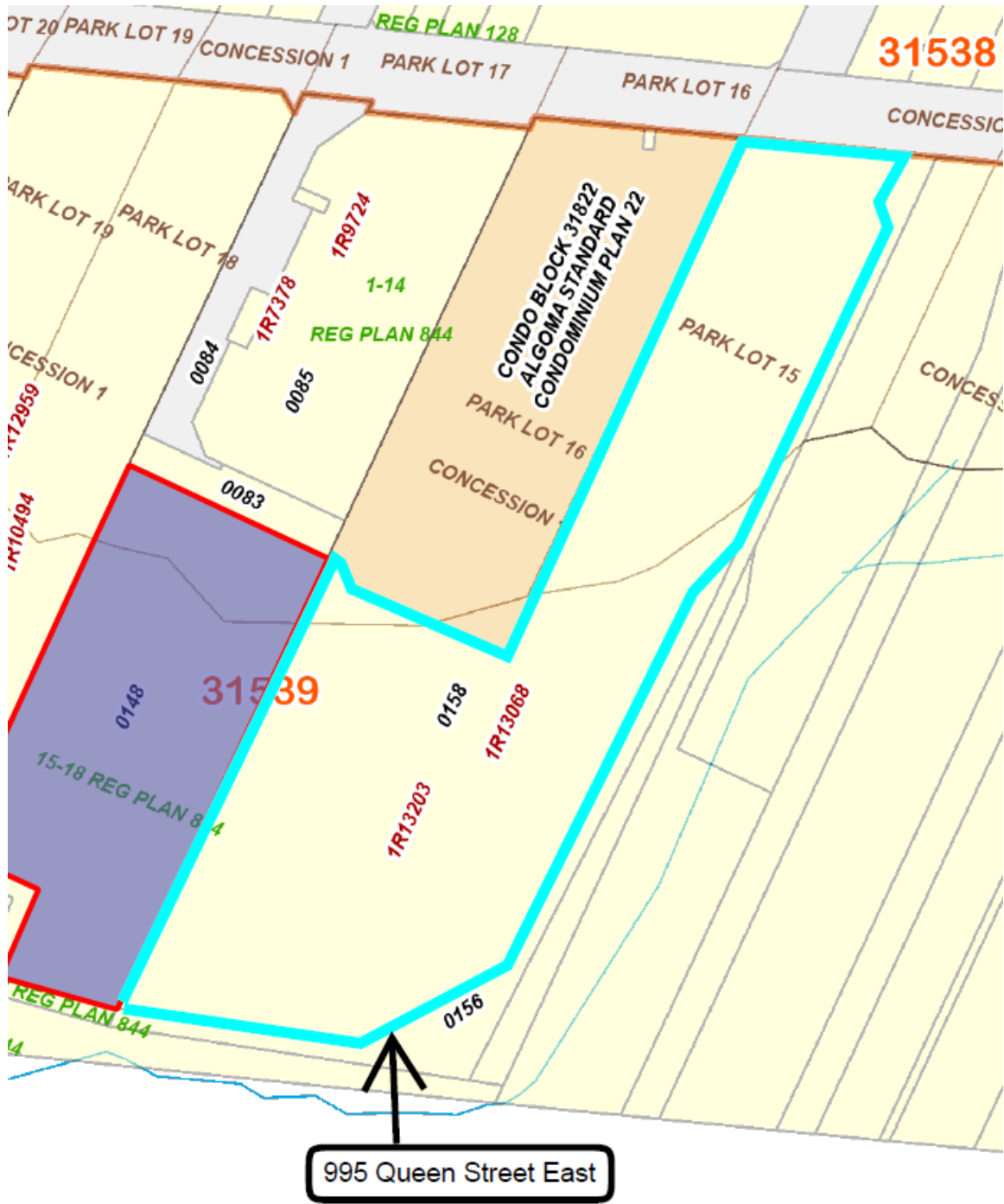
**LEGAL DESCRIPTION:** PIN 31539-0158 (LT)  
PT PK LT 15 CON 1 AND PT OF WATER LOT IN  
FRONT OF PK LT 15 CON 1 ST. MARY'S, PT PK LT  
16 CON 1 AND PT WATER LOT IN FRONT OF PK LT  
16 CON 1 ST. MARY'S BEING PTS 3,4,5,6,7,10 AND  
11, 1R13068; SUBJECT TO AN EASEMENT OVER  
PT 6 1R13068 AS IN AL145388; SUBJECT TO AN  
EASEMENT OVER PTS 3 & 6 1R13068 AS IN  
AL145388; SUBJECT TO AN EASEMENT OVER PTS  
4 & 5 1R13068 AS IN AL145388; S/T AN EASEMENT  
IN GROSS OVER PT 4 1R13068 AS IN AL145394;  
T/W AN EASEMENT OVER PT 13 1R13068 AS IN  
AL145409; T/W AN EASEMENT OVER PT 14  
1R13068 AS IN AL145413; CITY OF SAULT STE.  
MARIE; SUBJECT TO AN EASEMENT OVER PART  
1, PLAN 1R13203 IN FAVOUR OF PART PARK LOTS  
15 & 16 CON 1 AND PART WATER LOT IN FRONT  
OF PARK LOTS 15 & 16 CON 1 (ST. MARY'S), PART  
1 PLAN 1R13068 AS IN AL164758

**CONSIDERATION:**

- (a) TWO MILLION (\$2,000,000.00) DOLLARS;
- (b) PURCHASE PRICE AS SET OUT IN  
CONSIDERATION (a) HEREIN IS PAYABLE BY  
RUSCIO CONSTRUCTION WITH INSTALLMENTS  
OF \$400,000/YEAR OVER FIVE YEARS INTEREST-  
FREE BY WAY OF A VENDOR TAKE BACK  
MORTGAGE;
- (c) RUSCIO CONSTRUCTION SHALL COMMENCE  
CONSTRUCTION ON THE FORMER RENAL  
BUILDING WITHIN 12 MONTHS OF THE CLOSE OF  
THE PROPERTY SALE REFERENCED HEREIN;
- (d) THE CITY SHALL WAIVE TIPPING FEES AT THE  
LANDFILL FOR DEMOLITION WASTE UP TO 1,050  
MT OF CONSTRUCTION AND DEMOLITION WASTE

WITH MATERIALS TO BE ACCEPTED THAT COMPLY WITH THE CITY'S MECP APPROVALS. ONLY WASTE THAT IS ACCEPTABLE TO THE CITY'S LANDFILL CAN BE DEPOSITED AT THE LANDFILL;

- (e) THE CITY SHALL PROVIDE IN-KIND SERVICES FROM PUBLIC WORKS TO SUPPORT THE FUTURE RESIDENTIAL DEVELOPMENT OF THE PROPERTY SET OUT HEREIN INCLUDING INSTALLATION OF SERVICES UP TO \$190,000. THE CITY MAY SEEK FUNDING IN THE FUTURE FROM FEDERAL OR PROVINCIAL PROGRAMS TO ASSIST WITH THESE IN-KIND SERVICES;
- (f) RUSCIO CONSTRUCTION SHALL COMPLETE A MASTER PLAN FOR THE PROPERTY WITHIN 24-36 MONTHS INCLUDING FUTURE MULTI-RESIDENTIAL AND MIXED-USE DEVELOPMENT; AND
- (g) THE TRANSACTION ITSELF IS RELATED TO THE TRANSACTION SET OUT IN BY-LAW 2024-171, SPECIFICALLY BEING A BY-LAW TO AUTHORIZE THE SALE OF 941 QUEEN STREET EAST, 941 QUEEN STREET EAST WATER LOT AND 10 LUCY TERRACE. SPECIFICALLY, THE TRANSACTION CONTEMPLATED BY THIS BY-LAW AND THE TRANSACTION CONTEMPLATED IN BY-LAW 2024-171 MUST BOTH CLOSE FOR THE CONSIDERATION TO BE PAYABLE AS SET OUT HEREIN.



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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2024-173**

**VENDOR TAKE BACK MORTGAGE**: A by-law to authorize the provision of a Vendor Take Back Mortgage from the City to Ruscio Masonry and Construction Limited as it relates to the purchase price for the sale of 995 Queen Street East.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9, 10 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **VENDOR TAKE BACK MORTGAGE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie is hereby authorized to enter into and formalize a Vendor Take Back Mortgage with Ruscio Masonry and Construction Limited for the purchase price of the lands comprising PIN 31539-0158(LT), being 995 Queen Street with such mortgage to be registered on closing of the sale of said property.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor or her designate is hereby authorized to execute the necessary documentation to effect the said Vendor Take Back Mortgage and register same on closing, on the basis of the following terms and conditions:

- (a) Purchase Price of Two Million (\$2,000,000.00) Dollars;
- (b) First Payment of Four Hundred Thousand (\$400,000.00) Dollars due on closing;
- (c) Balance of Purchase Price payable in installments of Four Hundred Thousand (\$400,000.00) Dollars a year commencing the annual anniversary date of closing and each year thereafter;
- (d) Interest-Free status;
- (e) Mortgage shall have First Priority Status unless consent provided by The Corporation of the City of Sault Ste. Marie,

and any other terms and conditions the City Solicitor deems necessary to effect the said Vendor Take Back Mortgage

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of November, 2024.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2024-174**

**REGULATIONS:** A by-law to exempt Green Infrastructure Partners Inc. and their contractors/affiliate companies involved in the demolition of the former General Hospital building located at 941 Queen Street East and 941 Queen Street East Water Lot commencing when demolition work begins and ending when demolition is complete and no later than ten (10) weeks from the date of commencement of demolition from Noise Control By-law 80-200.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200, the noise associated with the demolition of the former General Hospital building at 941 Queen Street East and 941 Queen Street East Water Lot, including the activities of crushing brick and shredding of materials, commencing when demolition work begins and ending when demolition is complete and no later than ten (10) weeks from the date of commencement of demolition is deemed not to be in violation of Noise Control By-law 80-200.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 18<sup>th</sup> day of November, 2024.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**