

ADDENDUM

REGULAR MEETING OF CITY COUNCIL

2010 02 22

4:30 P.M.

PART ONE – CONSENT AGENDA

3. APPROVE ADDENDUM AS PRESENTED

Mover - Councillor T. Sheehan

Seconder - Councillor F. Fata

Resolved that the Addendum for the 2010 02 22 City Council meeting as presented be approved.

PART TWO – REGULAR AGENDA

6. REPORTS OF CITY DEPARTMENTS; BOARDS AND COMMITTEES

6. (6) PLANNING

- (a) **Applicant No. A-4-10-Z – McRain Developments Inc. – 520 Allen's Side Road – Request Rezoning in Order to Facilitate Future Development of a Manufacturing and Assembly Facility for Solar Panels**

A letter concerning this application is attached for the information of council.

- (c) **Hub Trail Construction - Fort Creek Conservation Area – City Contract 2010-E**

A further report of the Planning Division is attached for the consideration of Council.

Mover Councillor T. Sheehan

Seconder Councillor F. Fata

Resolved that the report of the Planning Division dated 2010 02 22 concerning the Hub Trail Construction – Fort Creek Conservation Area – City Contract 2010-1E be accepted and the Planning Director's recommendation that City Council award Contract 2010-1E (Hub Trail Construction - Fort Creek Conservation Area) to R.M. Belanger Limited, in the amount of \$2,779,863.45 (including GST) subject to a further review of the bridge and foundation design be endorsed.

10.

CONSIDERATION AND PASSING OF BY-LAWS

AGREEMENTS

- (l) 2010-45 A by-law to authorize an Agreement between the City and R. M. Belanger Limited for the Hub Trail Construction – Fort Creek Area (Contract 2010-E).

A report from the City Solicitor is on the agenda.

6(6)(a)

465 Allen's Side Road
Sault Ste Marie, ON., P6A 6K4

February 15, 2010

City Council;

As a long-time resident of our city, I am writing to express my concern about Zoning Application No, A-4-10-Z.OP. I had a pleasant and informative meeting at the City Planning Department office, followed by a telephone conversation. I had asked whether any further information concerning McRain Developments Inc. zoning application was available. It appears to me that what I had been told by the Planning Department and what was reported to the Sault Star (Feb 16, 2010, page 1) by Mr. Rainone are not the same. Mr. Rainone saying construction will start in the spring sounds like a done deal.

What does open for business mean? A factory on every corner and in every neighborhood?

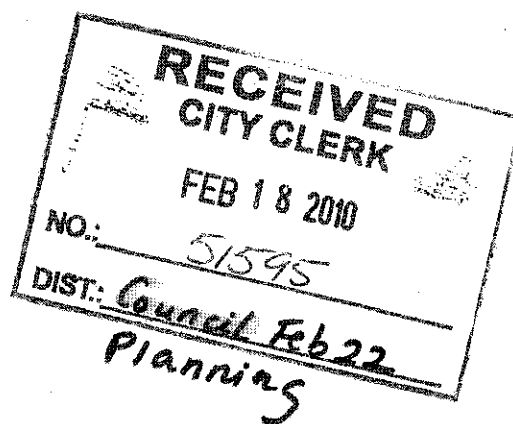
The City has industrial parks and areas all over ward 6, are they all so fully occupied that we need another one?

Can we accomodate alternative energy on the subject property without industrial zoning?

Sincerely,

Roland Laudadio

Roland R. Laudadio



Re: Zoning Application NO. A-4-10-Z.OP

I am not in favour of M2 zoning on the subject property.

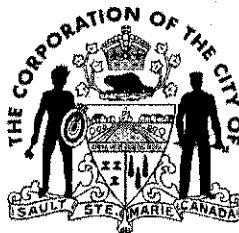
I am in favour to allow the 17,000 sq.ft. building on landscaped property for the manufacture and assembly of solar panels under the present zoning.

Roland R. Laudadio, Vicki Laudadio
465 Allen's Side Road

Scott A Jones, Darrin Jones
501 Allen's Side Road

Lina Romano
537 Allen Side Rd. P6A6K4

Antonio Romano
537 ALLEN Side Rd.



2010 02 22

REPORT OF THE ENGINEERING & PLANNING DEPARTMENT

PLANNING DIVISION

TO:

Mayor John Rowsell
and Members of City Council

SUBJECT:

Hub Trail Construction
Fort Creek Conservation Area
City Contract 2010-1E

This evening City Council has a report on their agenda recommending approval of the construction of the Hub Trail through the Fort Creek Conservation Area. This contract includes the supply and installation of two pedestrian bridges that are 90 meters and 135 meters in length. The low bidder, R. M. Belanger Limited has included a total cost of \$1,368,200 for the two bridges and foundations.

Both the bridges and the foundations are design-build components of the contract. The preliminary design was done by Kresin Engineering with the assistance of Sanchez Engineering, a Cobourg, Ontario based firm with experience in pedestrian bridge design. However, the contractor is responsible for retaining the services of a professional engineering firm to complete detail design and submit drawings to the Engineer for approval.

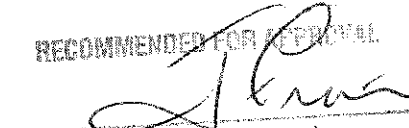
As part of the design-build process, the preliminary design of the two bridges and their foundations will be reviewed to confirm the material, design and alignment which may result in cost savings to the project.

Planning Director's Recommendation

That City Council award Contract 2010-1E (Hub Trail - Fort Creek Conservation Area) to R.M. Belanger Limited, in the amount of \$2,779,863.45 (including GST) subject to a further review of the bridge and foundation design.

DBM/pms

RECOMMENDED FOR APPROVAL


Joseph M. Fratesi
Chief Administrative Officer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2010-45

AGREEMENTS: (E.3.4.) A by-law to authorize a contract between the City and R.M. Bélanger Limited for the Hub Trail Construction – Fort Creek Area. (Contract 2010-1E)

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" hereto dated the 22nd day of February, 2010 and made between the City and R.M. Bélanger Limited for the Hub Trail Construction – Fort Creek Area. (Contract 2010-1E)

2. **SCHEDULE "A"**

Schedule "A" hereto 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 22nd day of February, 2010.

MAYOR – JOHN ROWSWELL

CITY CLERK – DONNA IRVING

NOTICE

THIS IS A DRAFT DOCUMENT. This document has not been enacted by City Council. It may not be enacted at all AND if enacted, it may not be in the form of the DRAFT copy.

CITY SOLICITOR

SCHEDULE "A"**CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT NO. 2010-1E
FORM OF AGREEMENT**

This Agreement made (in triplicate) this 22nd day of February in the year 2010 by and between

R.M. Bélanger Limited hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**HUB TRAIL CONSTRUCTION – FORT CREEK AREA
Contract No. 2010-1E**

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Owner.

2. The Contractor will do and fulfil everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation: The Corporation of the City of
Sault Ste. Marie
P. O. Box 580
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

The Contractor: R.M. Bélanger Limited
100 Radisson Avenue
Chelmsford, ON
P0M 1L0

The Engineer: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON
P6A 5K8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – John Rowswell

(seal)

City Clerk - Donna P. Irving

R.M. BÉLANGER LIMITED

Signing Officer

Signature

(seal)