

TOWN OF FORT FRANCES

AGENDA - May 25, 2020

[Join Microsoft Teams Meeting](#)

[+1 807-701-5975](#) Canada, Thunder Bay (Toll)

Conference ID: 448 465 071#

COMMITTEE OF THE WHOLE MEETING

Held Virtually

(Session No. 042) 5:30 PM

Page

1. **Call to Order**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
3. **Disclosure of pecuniary interest and the general nature thereof.**
4. **Council Reports on Board & Committee Activity:**
 - 4.1 Mayor June Caul - Verbal Update
Councillor Douglas Judson - Verbal Update
Councillor John McTaggart - Verbal Update
Councillor Rick Wiedenhoeft - Verbal Update
5. **Consent Agenda:**
 - 5.1 Chief Building Official request for Delegation of Authority to enter into Agreements - Contractual Building Permits 3 - 18
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to authorize the Chief Building Official to enter into the attached agreements in order to issue conditional building permits as a protective measure for the municipality in the event restrictions are in place on the construction sector related to the COVID-19 pandemic.
 - 5.2 814/820 Scott Street - Zoning By-law Amendment (B2-2020) and Official Plan Amendment (C1-2020) 19 - 40
- approval of this report will agree with the recommendation of the Committee of Adjustment and the Planning & Development Executive Committee to approve the application for site specific Official Plan Amendment to change the designation from Employment to Living and further that the application for site specific Zoning By-law Amendment to change the zoning from General Commercial to Residential Type

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Two.	
5.3 814/820 Scott Street - Site Plan Control Agreement (SPC02-2020)	41 - 42
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee that the municipality enter into a site plan control agreement with Friesen Five Inc. with regard to the proposed development at 814/820 Scott Street, subject to the condition that the rezoning and official plan amendment applications are approved.	
6. <u>Operations and Facilities Division:</u>	
6.1 Verbal Update on Capital Projects	
7. <u>General:</u>	
7.1 COVID-19 Update - Standing Item	
8. <u>Information:</u>	
8.1 April 2020 Building Statistics	43
8.2 2019 Remuneration FFPC Board Member	44
8.3 April 2020 Complaint Register	
9. <u>Non-agenda items:</u>	
10. <u>ADJOURNMENT</u>	

Date: May 20, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Chief Building Official Request for Delegation of Authority to Enter into Agreements – Conditional Building Permits

In a recent Ontario Building Officials Association (OBOA) local chapter meeting on April 29, 2020 it was made aware through discussion that the Ontario Government wants the municipalities of Ontario to continue issuing building permits during the COVID-19 pandemic. This discussion was formalized in an amendment to the Building Code Act and the Ontario Building Code on May 11, 2020 where the ministry provided clarification on the issuance of building permits and the conduction of inspections during the pandemic. The formalized amendments are attached to this report. These amendments provide clarification that permits are to be issued/rejected within the prescribed timelines and that inspections are to take place within the prescribed timelines.

The Ontario Government has outlined a list of essential and non-essential businesses under O. Reg 82/20 which is attached to this report. However, at this time Building Officials have not received direction nor confirmation that we are to enforce this regulation. To the contrary, the Provincial Government still wants us to issue building permits and put the onus on the permit applicant, contractor, and/or homeowners to abide by the regulations.

Through discussion with the Town's Solicitor it was recommended that we issue Conditional Building Permits under section 8.(3) of the Building Code Act rather than the conventional Building Permit. By issuing a Conditional Building Permit it will allow for the Town to enter into an agreement with applicants and others as necessary and to impose conditions on the Building Permit. The intent of the proposed agreement is to protect the municipality from liabilities in the event that non-essential construction takes place, as well as in the future if enforcement of the Emergency Management related regulations falls upon the municipality we have said agreements in place for protection. Two of four templates of the proposed agreements are attached.

Section 3.1 of the Building Code Act states the following:

(3.1) A principal authority may, in writing, delegate to the chief building official the power to enter into agreements described in clause (3) (c) and may impose conditions or restrictions with respect to the delegation. 2002, c. 9, s. 14 (3).

In order to maintain the regulated permit issuance timelines in the Building Code, it is requested that the Chief Building Official be delegated the authority to enter into the specific Emergency Management related Conditional Building Permit Agreements (as attached and to be configured) to mitigate the delay of bringing each individual agreement through Mayor & Council for approval, especially with regard to the summer meeting schedule. And such that, any agreements entered with this regard will be provided to the Clerk on a Monthly basis to be included onto the appropriate Council and/or Committee agendas. Additionally, it will be noted that these conditional permits relate to demolition activities as well.

This matter was considered by the Planning and Development Executive Committee at their May 19, 2020 session where recommendation was made to:

- Provide the Chief Building Official authority to enter into agreements for the purpose of issuing Conditional Building Permits under section 8.(3) and 8.(3.1) of the Building Code Act, and that such agreements are those attached to this report or amended from time to time as required, and such that entrance of these agreements be conducted until the emergency declared by the provincial government under and pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9 and regulations thereunder, as may be amended, be lifted.

Since this matter was considered by the Planning and Development Executive Committee on the morning of May 19, 2020 the Provincial Government has since lifted the restrictions on construction activities. With this latest information these agreements will not be entered into at this time, however, in preparedness for a potential future change in reapplying restrictions to the construction sector this report will continue forward.

Respectfully submitted



Cody Vangel, EIT
Chief Building Official & Municipal Planner

Council approval of this report will agree to the recommendation of the Planning and Development Executive Committee to authorize the Chief Building Official with authority to enter into the attached agreements in order to issue conditional building permits as a protective measure for the municipality in the event restrictions are in place on the construction sector related to the COVID-19 pandemic.

Multiple Owner Applicant

CONDITIONAL BUILDING PERMIT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

The Corporation of the Town of Fort Frances
(the "Municipality")

-and-

_____ and _____
(collectively, the "Owner")

WHEREAS:

A. An emergency (the "State of Emergency") has been declared under and pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9 and regulations thereunder, as may be amended (collectively, the "Act");

B. The Act and orders pursuant thereto, as well as other laws of authorities having jurisdiction and otherwise, set out and provide for, among other things, conditions, restrictions, requirements, and limitations (collectively, the "Restrictions and Requirements") with respect to construction, maintenance, repair, businesses, the operation of businesses, and otherwise;

C. The Owner is the owner of the lands and premises (the "Property"):

(i) municipally described as _____, and

(ii) legally described as _____;

and has made application to the Municipality for the issuance of a building permit; and

D. The Municipality has, subject to and upon the terms and conditions set out in this conditional building permit agreement (the "Agreement"), agreed to issue to the Owner a conditional building permit (the "Conditional Building Permit") attached to and forming part of this Agreement as **Schedule A**.

NOW THEREFORE the Municipality and the Owner (collectively the "Parties", individually a "Party") agree as follows:

1. The Municipality, subject to and upon the terms, conditions, confirmations, acknowledgments, and covenants, of and by the Owner as set out and provided in this Agreement, agrees to issue to the Owner, the Conditional Building Permit.

2. The Owner:

(a) confirms, acknowledges, and agrees that the Owner is aware of, and understands, the Act and the Restrictions and Requirements;

(b) confirms, acknowledges, and agrees that the Owner shall follow and abide by any and all applicable laws and Restrictions and Requirements, in respect of or in relation to construction and/or repair and/or maintenance and/or otherwise, and whether imposed as at the date of the issuance of the Conditional Building Permit or in the future ;

(c) shall ensure that any person or other entity (collectively, “Any Entity”) hired or otherwise engaged by the Owner for the purposes of construction and/or repair and/or maintenance and/or otherwise follows and abides by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(d) shall and does hereby assume all risk in commencing and/or proceeding with, construction and/or repair and/or maintenance and/or otherwise;

(e) confirms, acknowledges, and agrees that the Conditional Building Permit may, without prejudice to and without limiting any other right or remedy the Municipality may have in law or equity, be revoked by the Municipality at any time and from time to time if the Owner and/or Any Entity fails to follow or abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future, and, upon and notwithstanding any such revocation, the Owner shall be solely responsible and liable for any costs and expenses whatsoever due to, resulting from, or occasioned by, any such revocation without recourse and/or right whatsoever against the Municipality;

(f) shall, if so ordered by the Chief Building Official of the Municipality (the “Chief Building Official”), remove, at the Owner’s sole expense, the building and/or any other improvements constructed and/or repaired and/or maintained and/or otherwise in or on the Property pursuant or in relation to the Conditional Building Permit and restore the site in the manner specified by the Chief Building Official if the Owner and/or Any Entity is in default of any obligation on the Owner and/or Any Entity’s part to be observed and performed under or pursuant to this Agreement;

(g) shall and does hereby agree to indemnify and save the Municipality harmless from any and all claims, demands, costs, suits, actions, causes of action, proceedings, loss, damage, expense, and/or liability or injury, of any nature or kind whatsoever, made and/or incurred by the Owner and/or the Municipality and/or any other person or entity or thing or otherwise and whether for property damage, personal injury, or death, or otherwise, arising out of, resulting from, caused by, or in any manner connected and/or related to, the issuance of this Conditional Building Permit to the Owner, and/or the Owner commencing and proceeding with construction and/or repair and/or maintenance and/or otherwise, and/or the Owner and/or Any Entity refusing, failing, or neglecting to follow or abide by all applicable laws and/or Restrictions and Requirements; and

(h) confirms, acknowledges, and agrees that the Municipality, by issuing the Conditional Building Permit as provided for herein to the Owner or otherwise, does not acknowledge or approve of any of the terms of any agreement made between the Owner and Any Entity, or otherwise, with respect to any construction, maintenance, and/or repair done or to be done in or on the Property or otherwise.

3. The Owner shall at all times hereafter execute and deliver all such further documents and instruments do such further acts and things necessary or desirable to give effect to this Agreement.
4. If the Owner is constituted by more than one person or entity, the obligations of each such person and/or entity hereunder shall be joint and several.
5. This Agreement may be registered against title to the Property and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any person or entity acquiring any interest in the Property subsequent to the registration of the Agreement.
6. There is no representation, warranty, collateral agreement, or condition, which affects this Agreement other than as expressed herein.
7. This Agreement shall be read with all changes of gender or number required by the context.
8. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.
9. This Agreement may be executed by the Municipality and the Owner in separate counterparts (by original, facsimile, or scanned email transmission, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same document.
10. This Agreement and everything contained in it shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement.

Witness

Owner

Witness

Owner

The Corporation of the Town of Fort Frances

per: _____
Chief Building Official

Multiple Owner Non-Owner Applicant

CONDITIONAL BUILDING PERMIT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

The Corporation of the Town of Fort Frances
(the "Municipality")

-and-

(the "Applicant")

-and-

_____ and _____
(collectively, the "Owner")

WHEREAS:

A. An emergency (the "State of Emergency") has been declared under and pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9 and regulations thereunder, as may be amended (collectively, the "Act");

B. The Act and orders pursuant thereto, as well as other laws of authorities having jurisdiction and otherwise, set out and provide for, among other things, conditions, restrictions, requirements, and limitations (collectively, the "Restrictions and Requirements") with respect to construction, maintenance, repair, businesses, the operation of businesses, and otherwise;

C. The Owner is the owner of the lands and premises (the "Property"):

(i) municipally described as _____, and

(ii) legally described as _____;

D. The Applicant has, by and on behalf of the Owner, made application to the Municipality for the issuance of a building permit for and in respect of the Property; and

E. The Municipality has, subject to and upon the terms and conditions set out in this conditional building permit agreement (the "Agreement"), agreed to issue to the Applicant a conditional building permit (the "Conditional Building Permit") attached to and forming part of this Agreement as **Schedule A**.

NOW THEREFORE the Municipality, the Applicant, and the Owner (collectively the “Parties”, individually a “Party”) agree as follows:

1. The Municipality, subject to and upon the terms, conditions, confirmations, acknowledgments, and covenants, of and by the Applicant and the Owner as set out and provided in this Agreement, agrees to issue to the Applicant, the Conditional Building Permit.

2. The Applicant and the Owner:

(a) confirm, acknowledge, and agree that the Applicant and the Owner are aware of, and understand, the Act and the Restrictions and Requirements;

(b) confirm, acknowledge, and agree that the Applicant and the Owner shall follow and abide by any and all applicable laws and Restrictions and Requirements in respect of or in relation to construction and/or repair and/or maintenance and/or otherwise, and whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(c) shall ensure that any person or other entity (collectively, “Any Entity”) hired or otherwise engaged by the Applicant and/or the Owner for the purposes of construction and/or repair and/or maintenance and/or otherwise follow and abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(d) shall and do hereby assume all risk in commencing and/or proceeding with, construction and/or repair and/or maintenance and/or otherwise;

(e) confirm, acknowledge, and agree that the Conditional Building Permit may, without prejudice to and without limiting any other right or remedy the Municipality may have in law or equity, be revoked by the Municipality at any time and from time to time if the Applicant and/or the Owner and/or Any Entity fails to follow or abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future, and, upon and notwithstanding any such revocation, the Applicant and the Owner shall be solely responsible and liable for any costs and expenses whatsoever due to, resulting from, or occasioned by, any such revocation without recourse and/or right whatsoever against the Municipality;

(f) shall, if so ordered by the Chief Building Official of the Municipality (the “Chief Building Official”), remove, at the Applicant and the Owner’s sole expense, the building and/or any other improvements constructed and/or repaired and/or maintained and/or otherwise in or on the Property pursuant or in relation to the Conditional Building Permit and restore the site in the manner specified by the Chief Building Official if the Applicant and/or the Owner and/or Any Entity is in default of any obligation on the Applicant and/or the Owner and/or Any Entity’s part to be observed and performed under or pursuant to this Agreement;

(g) shall and do hereby agree to indemnify and save the Municipality harmless from any and all claims, demands, costs, suits, actions, causes of action, proceedings, loss, damage, expense, and/or liability or injury, of any nature or kind whatsoever, made and/or incurred by the Applicant and/or the Owner and/or the Municipality and/or any other person or entity or thing or otherwise and whether for property damage, personal injury, or death, or otherwise, arising out of, resulting from, caused by, or in any manner connected and/or related to, the issuance of this Conditional Building Permit to the

Applicant, and/or the Applicant and/or the Owner commencing and proceeding with construction and/or repair and/or maintenance and/or otherwise, and/or the Applicant and/or the Owner and/or Any Entity refusing, failing, or neglecting to follow or abide by all applicable laws and/or Restrictions and Requirements; and

(h) confirm, acknowledge, and agree that the Municipality, by issuing the Conditional Building Permit as provided for herein to the Applicant or otherwise, does not acknowledge or approve of any of the terms of any agreement made between the Applicant and/or the Owner and Any Entity, or otherwise, with respect to any construction and/or repair and/or maintenance and/or otherwise done or to be done in or on the Property or otherwise.

3. The Applicant and the Owner shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things necessary or desirable to give effect to this Agreement.

4. If the Applicant and/or the Owner is constituted by more than one person or entity, the obligations of each such person and/or entity hereunder shall be joint and several.

5. This Agreement may be registered against title to the Property and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any person or entity acquiring any interest in the Property subsequent to the registration of the Agreement.

6. The Owner of the Property represents, confirms, and acknowledges that the Applicant is the authorized agent and representative of the Owner for all purposes of the application for the Conditional Building Permit and/or any matter or thing related to or in respect thereof, and that the Applicant has authority to bind the Owner.

7. There is no representation, warranty, collateral agreement, or condition, which affects this Agreement other than as expressed herein.

8. This Agreement shall be read with all changes of gender or number required by the context.

9. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

10. This Agreement may be executed by the Municipality, the Applicant, and/or the Owner in separate counterparts by original, facsimile, or scanned email transmission, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same document.

11. This Agreement and everything contained in it shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement.

Witness

Applicant

Witness

Owner

Witness

Owner

The Corporation of the Town of Fort Frances

per: _____

Chief Building Official

Single Owner Applicant

CONDITIONAL BUILDING PERMIT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

The Corporation of the Town of Fort Frances
(the "Municipality")

-and-

(the "Owner")

WHEREAS:

A. An emergency (the "State of Emergency") has been declared under and pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9 and regulations thereunder, as may be amended (collectively, the "Act");

B. The Act and orders pursuant thereto, as well as other laws of authorities having jurisdiction and otherwise, set out and provide for, among other things, conditions, restrictions, requirements, and limitations (collectively, the "Restrictions and Requirements") with respect to construction, maintenance, repair, businesses, the operation of businesses, and otherwise;

C. The Owner is the owner of the lands and premises (the "Property"):

(i) municipally described as _____, and

(ii) legally described as _____;

and has made application to the Municipality for the issuance of a building permit; and

D. The Municipality has, subject to and upon the terms and conditions set out in this conditional building permit agreement (the "Agreement"), agreed to issue to the Owner a conditional building permit (the "Conditional Building Permit") attached to and forming part of this Agreement as **Schedule A**.

NOW THEREFORE the Municipality and the Owner (collectively the "Parties", individually a "Party") agree as follows:

1. The Municipality, subject to and upon the terms, conditions, confirmations, acknowledgments, and covenants of and by the Owner as set out and provided in this Agreement, agrees to issue to the Owner, the Conditional Building Permit.

2. The Owner:

(a) confirms, acknowledges, and agrees that the Owner is aware of, and understands, the Act and the Restrictions and Requirements;

(b) confirms, acknowledges, and agrees that the Owner shall follow and abide by any and all applicable laws and Restrictions and Requirements, in respect of or in relation to construction and/or repair and/or maintenance and/or otherwise, and whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(c) shall ensure that any person or other entity (collectively, "Any Entity") hired or otherwise engaged by the Owner for the purposes of construction and/or repair and/or maintenance and/or otherwise follows and abides by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(d) shall and does hereby assume all risk in commencing and/or proceeding with, construction and/or repair and/or maintenance and/or otherwise;

(e) confirms, acknowledges, and agrees that the Conditional Building Permit may, without prejudice to and without limiting any other right or remedy the Municipality may have in law or equity, be revoked by the Municipality at any time and from time to time if the Owner and/or Any Entity fails to follow or abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future, and, upon and notwithstanding any such revocation, the Owner shall be solely responsible and liable for any costs and expenses whatsoever due to, resulting from, or occasioned by, any such revocation without recourse and/or right whatsoever against the Municipality;

(f) shall, if so ordered by the Chief Building Official of the Municipality (the "Chief Building Official"), remove, at the Owner's sole expense, the building and/or any other improvements constructed and/or repaired and/or maintained and/or otherwise in or on the Property pursuant or in relation to the Conditional Building Permit and restore the site in the manner specified by the Chief Building Official if the Owner and/or Any Entity is in default of any obligation on the Owner and/or Any Entity's part to be observed and performed under or pursuant to this Agreement;

(g) shall and does hereby agree to indemnify and save the Municipality harmless from any and all claims, demands, costs, suits, actions, causes of action, proceedings, loss, damage, expense, and/or liability or injury, of any nature or kind whatsoever, made and/or incurred by the Owner and/or the Municipality and/or any other person or entity or thing or otherwise and whether for property damage, personal injury, or death, or otherwise, arising out of, resulting from, caused by, or in any manner connected and/or related to, the issuance of this Conditional Building Permit to the Owner, and/or the Owner commencing and proceeding with construction and/or repair and/or maintenance and/or otherwise, and/or the Owner and/or Any Entity refusing, failing, or neglecting to follow or abide by all applicable laws and/or Restrictions and Requirements; and

(h) confirms, acknowledges, and agrees that the Municipality, by issuing the Conditional Building Permit as provided for herein to the Owner or otherwise, does not acknowledge or approve of any of the terms of any agreement made between the Owner and Any Entity, or otherwise, with respect to any construction, maintenance, and/or repair done or to be done in or on the Property or otherwise.

3. The Owner shall at all times hereafter execute and deliver all such further documents and instruments and do such further acts and things necessary or desirable to give effect to this Agreement.
4. This Agreement may be registered against title to the Property and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any person or entity acquiring any interest in the Property subsequent to the registration of the Agreement.
5. There is no representation, warranty, collateral agreement, or condition, which affects this Agreement other than as expressed herein.
6. This Agreement shall be read with all changes of gender or number required by the context.
7. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.
8. This Agreement may be executed by the Municipality and the Owner in separate counterparts (by original, facsimile, or scanned email transmission, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same document.
9. This Agreement and everything contained in it shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement.

Witness

Owner

The Corporation of the Town of Fort Frances

per: _____
Chief Building Official

Single Owner Non-Owner Applicant

CONDITIONAL BUILDING PERMIT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

The Corporation of the Town of Fort Frances
(the "Municipality")

-and-

(the "Applicant")

-and-

(the "Owner")

WHEREAS:

A. An emergency (the "State of Emergency") has been declared under and pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9 and regulations thereunder, as may be amended (collectively, the "Act");

B. The Act and orders pursuant thereto, as well as other laws of authorities having jurisdiction and otherwise, set out and provide for, among other things, conditions, restrictions, requirements, and limitations (collectively, the "Restrictions and Requirements") with respect to construction, maintenance, repair, businesses, the operation of businesses, and otherwise;

C. The Owner is the owner of the lands and premises (the "Property"):

(i) municipally described as _____, and

(ii) legally described as _____;

D. The Applicant has, by and on behalf of the Owner, made application to the Municipality for the issuance of a building permit for and in respect of the Property; and

E. The Municipality has, subject to and upon the terms and conditions set out in this conditional building permit agreement (the "Agreement"), agreed to issue to the Applicant a conditional building permit (the "Conditional Building Permit") attached to and forming part of this Agreement as **Schedule A**.

NOW THEREFORE the Municipality, the Applicant, and the Owner (collectively the “Parties”, individually a “Party”) agree as follows:

1. The Municipality, subject to and upon the terms, conditions, confirmations, acknowledgments, and covenants, of and by the Applicant and the Owner as set out and provided in this Agreement, agrees to issue to the Applicant, the Conditional Building Permit.

2. The Applicant and the Owner:

(a) confirm, acknowledge, and agree that the Applicant and the Owner are aware of, and understand, the Act and the Restrictions and Requirements;

(b) confirm, acknowledge, and agree that the Applicant and the Owner shall follow and abide by any and all applicable laws and Restrictions and Requirements in respect of or in relation to construction and/or repair and/or maintenance and/or otherwise, and whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(c) shall ensure that any person or other entity (collectively, “Any Entity”) hired or otherwise engaged by the Applicant and/or the Owner for the purposes of construction and/or repair and/or maintenance and/or otherwise follow and abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(d) shall and do hereby assume all risk in commencing and/or proceeding with, construction and/or repair and/or maintenance and/or otherwise;

(e) confirm, acknowledge, and agree that the Conditional Building Permit may, without prejudice to and without limiting any other right or remedy the Municipality may have in law or equity, be revoked by the Municipality at any time and from time to time if the Applicant and/or the Owner and/or Any Entity fails to follow or abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future, and, upon and notwithstanding any such revocation, the Applicant and the Owner shall be solely responsible and liable for any costs and expenses whatsoever due to, resulting from, or occasioned by, any such revocation without recourse and/or right whatsoever against the Municipality;

(f) shall, if so ordered by the Chief Building Official of the Municipality (the “Chief Building Official”), remove, at the Applicant and the Owner’s sole expense, the building and/or any other improvements constructed and/or repaired and/or maintained and/or otherwise in or on the Property pursuant or in relation to the Conditional Building Permit and restore the site in the manner specified by the Chief Building Official if the Applicant and/or the Owner and/or Any Entity is in default of any obligation on the Applicant and/or the Owner and/or Any Entity’s part to be observed and performed under or pursuant to this Agreement;

(g) shall and do hereby agree to indemnify and save the Municipality harmless from any and all claims, demands, costs, suits, actions, causes of action, proceedings, loss, damage, expense, and/or liability or injury, of any nature or kind whatsoever, made and/or incurred by the Applicant and/or the Owner and/or the Municipality and/or any other person or entity or thing or otherwise and whether for property damage, personal injury, or death, or otherwise, arising out of, resulting from, caused by, or in any manner connected and/or related to, the issuance of this Conditional Building Permit to the

Applicant, and/or the Applicant and/or the Owner commencing and proceeding with construction and/or repair and/or maintenance and/or otherwise, and/or the Applicant and/or the Owner and/or Any Entity refusing, failing, or neglecting to follow or abide by all applicable laws and/or Restrictions and Requirements; and

(h) confirm, acknowledge, and agree that the Municipality, by issuing the Conditional Building Permit as provided for herein to the Applicant or otherwise, does not acknowledge or approve of any of the terms of any agreement made between the Applicant and/or the Owner and Any Entity, or otherwise, with respect to any construction and/or repair and/or maintenance and/or otherwise done or to be done in or on the Property or otherwise.

3. The Applicant and the Owner shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things necessary or desirable to give effect to this Agreement.

4. If the Applicant and/or the Owner is constituted by more than one person or entity, the obligations of each such person and/or entity hereunder shall be joint and several.

5. This Agreement may be registered against title to the Property and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any person or entity acquiring any interest in the Property subsequent to the registration of the Agreement.

6. The Owner of the Property represents, confirms, and acknowledges that the Applicant is the authorized agent and representative of the Owner for all purposes of the application for the Conditional Building Permit and/or any matter or thing related to or in respect thereof, and that the Applicant has authority to bind the Owner.

7. There is no representation, warranty, collateral agreement, or condition, which affects this Agreement other than as expressed herein.

8. This Agreement shall be read with all changes of gender or number required by the context.

9. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

10. This Agreement may be executed by the Municipality, the Applicant, and/or the Owner in separate counterparts by original, facsimile, or scanned email transmission, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same document.

11. This Agreement and everything contained in it shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement.

Witness

Applicant

Witness

Owner

The Corporation of the Town of Fort Frances

per: _____

Chief Building Official

Date: May 20, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: 814/820 Scott Street – Zoning By-Law Amendment (B2-2020) & Official Plan Amendment (C1-2020)

Background

An application was submitted by Friesen Five Inc. to request a site-specific zoning amendment from General Commercial (C2) to Residential Type Two (R2) along with site specific Official Plan designation change from Employment to Living for 814/820 Scott Street.

The requested Zoning By-Law amendment and Official Plan amendment are necessary steps required to facilitate the proposed three storey 18-unit residential apartment building on behalf of Friesen Five Inc.

Property History

The property is located on the corner of Reid Avenue and Scott Street, and is home to the former Dough and Deli Bakery. The bakery has been closed for many years now, though there are existing residential suites within the rear and upper floor of the building. The building which MPAC states was constructed in 1945 is in dire need of repair, such that Friesen Five Inc. is proposing to demolish the existing facility and reconstruct a modern three storey residential apartment building.

Information on file shows that in the 1980's the property was subject to a consent application to create two separate parcels known as 814 Scott Street and 820 Scott Street. Friesen Five Inc. has taken the recommended steps to consolidate the parcels with the Land Registrar and subsequently deemed the consolidated parcel not to be on a registered plan of subdivision to facilitate the development on the now consolidated single parcel.

Official Plan

The property is designated as an **Employment Area** which typically hold Industrial, Commercial and Business uses.

The proposed use, that of an 18-unit Residential Apartment, requires a designation of **Living Area**.

Zoning

The property is currently **zoned General Commercial (C2)** which does not permit the proposed development. The property is required to be rezoned to **Residential Type Two (R2)** where the following uses are permitted:

- a) single detached dwelling
- b) semi-detached dwelling
- c) duplex dwelling
- d) townhouse dwelling
- e) triplex dwelling
- f) fourplex dwelling
- g) apartment dwelling
- h) group home
- i) home occupation
- j) boarding house
- k) community garden

Provincial Policy Statements

The Planning Act requires that official plan amendments and zoning by-law amendments be consistent with provincial policy statements as identified in the 2020 Provincial Policy Statements (PPS). The proposed re-development appears to be consistent with the 2020 PPS as follows:

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area by:

- a) establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate income households and which aligns with applicable housing and homelessness plans. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower tier municipalities;
- b) permitting and facilitating:
 - 1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including special needs requirements and needs arising from demographic changes and employment opportunities; and
 - 2. all types of residential intensification, including additional residential units, and redevelopment in accordance with policy 1.1.3.3;
- c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;

- d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed;
- e) requiring transit-supportive development and prioritizing intensification, including potential air rights development, in proximity to transit, including corridors and stations; and
- f) establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

Divisional Comments

Fort Frances Power Corporation

- Ensure applicant contacts FFPC prior to demolition so they can de-energize the services and remove metering and service connection.

Fort Frances Fire Rescue

- No concerns noted.

Fort Frances Public Works

- Water and sewer services to be verified on property
- Services may require upgrade as sizes and materials are not known nor is there any record of termination for services at 820 portion
- Site servicing plan to be provided
- Off street parking to be provided for all 18 units
- Storm water should be collected on property side of parking lot area and tied into existing storm sewer on south east corner of the property

Committee of Adjustment

The Committee of Adjustment heard this application at their May 14, 2020 session and made recommendation to approve applications for Zoning By-Law Amendment (B2-2020) & Official Plan Amendment (C1-2020).

Planning and Development Executive Committee

The Planning and Development Executive Committee heard this application at their May 19, 2020 session and made recommendation to approve applications for Zoning By-Law Amendment (B2-2020) & Official Plan Amendment (C1-2020).

Public Meeting

Scheduled for Monday May 25, 2020

Summary/Recommendation:

Based on the information provided above, it is the recommendation of the Committee of Adjustment and the Planning and Development Executive Committee that the following be recommended for approval:

1. The application (C1-2020) for site specific Official Plan Amendment to change the designation from Employment to Living at 814/820 Scott Street; and
2. The application (B2-2020) for site specific Zoning By-Law Amendment to change the zoning from General Commercial (C2) to Residential Type Two (R2) at 814/820 Scott Street

Respectfully submitted



Cody Vangel, EIT
Chief Building Official & Municipal Planner

Council Approval of This Report Will: Agree to the recommendation of the Planning and Development Executive Committee and the Committee of Adjustment to approve:

1. The application (C1-2020) for site specific Official Plan Amendment to change the designation from Employment to Living at 814/820 Scott Street; and
2. The application (B2-2020) for site specific Zoning By-Law Amendment to change the zoning from General Commercial (C2) to Residential Type Two (R2) at 814/820 Scott Street

Notice of Public Record:

In accordance with section 1.0.1 of the Planning Act, RSO, 1990, all information and materials required in support of your application shall be made available to the public.

Complete Application:

All applicable sections of the application form must be completed. An incomplete application will be returned. For assistance, contact the Planning Department by phone at 807-274-5323 ex. 1216 or by email at cvangel@fortfrances.ca.

APPLICATION TYPE (check one)

- ☒ Zoning By-Law Amendment (section 34) ☐ Removal of Holding Provision (section 36)
☐ Removal of Interim Control By-Law (section 38) ☐ Temporary Use By-Law (section 39)

1. The name, address, telephone number and email address (if any) of the Applicant:	
Kaleb Firth 276-7452 PO Box 15, Fort Frances ON P9A 3M5 Kaleb-firth@gmail.com	
2. If known the names and full addresses of the holders of any mortgages, charges or other encumbrances in respect of the subject land:	
attached	
3. The current Official Plan designation of subject land:	Employment
4. Describe how the application conforms to the official plan of the municipality?	
Requires rezoning to residential, however properties in North, East, and South-west are zoned residential will compliment the neighbourhood	
5. The current zoning of the subject land:	Commercial (C2)
6. The nature and extent of the rezoning requested:	
We need it to be R2 to facilitate an apartment building and remove the old, condemned existing building	

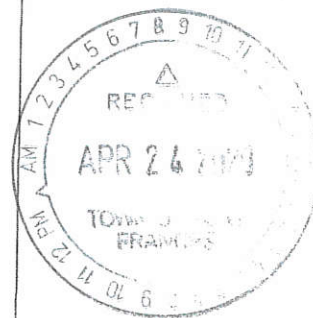
7. The reason why the rezoning is requested.			
<i>To put up a full residential multifamily building</i>			
8. Is the subject land within an area where the municipality has pre-determined minimum & maximum density requirements or minimum or maximum height requirements?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide information relative to these requirements.			
9. The description of the subject land, such as the municipality, concession and lot numbers, registered plan and lot numbers, reference plan and part numbers and name of street and number:			
<i>Please see attached</i>			
10. The frontage, depth and area of the subject land (in metric):			
Frontage:	<i>43.48 m</i>	Depth:	<i>49.64 m</i>
		Area:	<i>2158.35 sq.m</i>
11. Is the application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter			
12. Is the application to remove land from an area of employment?			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide details of the official plan that deals with the matter.			
<i>official plan land use is currently "employment area" - to be changed to living area for a multi-family residential apartment</i>			
13. Is the subject land within an area where zoning with conditions may apply?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide an explanation of how the application conforms to the official plan policies relating to zoning with conditions			
14. Is access to the subject land by provincial highway, a municipal road that is maintained all year or seasonally, another public road or a right of way or by water?			
<i>Yes</i>			

15. If access to the subject land is by water only, provide details of the parking and docking facilities used or to be used and the approximate distance of these facilities from the subject land and the nearest public land:	
N/A	
16. Existing uses of the subject land:	
Vacated, non - operational, aged Bakery with Residential apartment units above "retail" area	
17. Are there any buildings or structures on the subject land: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
18. If answer to question 17 is yes, provide, for each building or structure, the type of building or structure and the setback from the front lot lines, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure:	
Existing 2 storey (22ft high) 6.7m building to be demolished. Wood frame, shingles, crawlspace (concrete)	
19. The proposed uses of the subject land:	
Residential multifamily building	
20. Are any buildings or structures proposed for the subject land? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
21. If answer for question 20 is yes, provide, for each building or structure, the type of building or structure proposed, the setback from the front lot line, rear lot line and side lot lines, the height in metres of the building or structure and the dimensions or floor area of the building or structure:	
(Proposed site plan attached) - 3 storey wood frame building - elevator - shingle (asphalt) roof - concrete foundation - 11.8m high	
22. If known,	
a. the date the subject land was acquired by the current owner:	mid Nov 2019
b. the date existing buildings or structures on the subject land were constructed:	to old to keep
Main building = 1945 Garage = 1960	
c. the length of time that the existing uses of the subject land have continued:	unknown
23. Water is provided to the subject land by a publicly owned and operated piped water system, a privately owned and operated individual or communal well, a lake or other water body or by other means:	
Yes	

24. Whether sewage disposal is provided to the subject land by a publicly owned and operated piped sewage disposal system, a privately owned and operated individual or communal septic system, a privy or other means:	
Yes	
25. If the application permits development on privately owned and operated individual or communal septic systems, and more than 4500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report, and a hydrogeological report are required. Are these reports attached?	
a. a servicing options report,	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b. a hydrogeological report	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
26. Indicate whether storm drainage is provided by sewers, ditches, swales or other means:	
Yes	
27. If known,	
a. is the subject land the subject of an application under the Act for approval of a plan of subdivision or a consent: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	
b. has the subject land ever been the subject of an application under Section 34 of the Act: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide file number and status of the application:	
c. has the subject land ever been the subject of a Minister's Zoning Order? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, provide Ontario Regulation number of the Order:	

28. A sketch showing, in metric units, the following:

- the boundaries and dimensions of the subject land.
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the lot lines.
- The approximate location of all natural and artificial features on the subject land and on land that is adjacent to it, and that in the applicant's opinion, may affect the application (for examples buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks).
- The current uses on land that is adjacent to the subject land.
- The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right-of-way.
- If access to the subject land is by water only, the location of the parking and docking facilities to be used.
- The location and nature of any easement affecting the subject land.



29. Is the application for an amendment to the zoning by-law consistent with the policy statements issued under subsection 3(1) of the Act. Yes ☒ No ☐

30. Is the subject land within an area of land designated under any provincial plan or plans? Yes ☒ No ☐ *Not a bush land*

31. If answer to question 30 is yes, does the application conform to the applicable provincial plan or plans? Yes ☒ No ☐

32. An affidavit or sworn declaration by the applicant that the information required under this Schedule and provided by the applicant is accurate.

DECLARATION
Of Applicant or Authorized Agent

I, George Friesen of the Town of Fort Frances, in the District of Rainy River solemnly declare that:

All the statements contained in this application are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the

Town of Fort Frances, in the

District of Rainy River, this 24th

day of April 2020

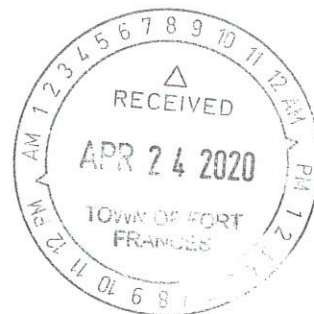
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Signature of Applicant or
Authorized Agent

Signature of Commissioner etc.

PLEASE NOTE:

1. The Owner must complete the Owner's Consent.
2. If the applicant is not the Owner, the application must be accompanied by an Authorization of Owner.
3. 12 copies of this application are required for processing accompanied by the required fee as outlined in current user fee by-law.
4. Application and fee to be filed with the Municipal Planner
5. It takes approximately 3 months to complete the process for a Zoning Amendment Application.
6. It is strongly recommended that you consult with the Municipal Planner to ensure the timelines of your application coincide with your development proposal.



COMPLETE IF APPLICANT IS THE OWNER

OWNER'S CONSENT

I, George Friesen, am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

April 24/2020
Date

[Signature]
Signature of Owner

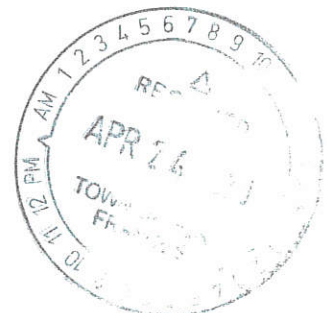
COMPLETE IF APPLICANT IS NOT THE OWNER

AUTHORIZATION OF OWNER

I, George Friesen, am the owner of the land that is the subject of this application for zoning amendment and, for the purpose of processing and the Freedom of Information and Protection of Privacy Act, I authorize Julia Korunnaya to act as my agent for this application and provide any of my personal information that will be included in this application or collected during the processing of the application and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application

Apr 24/2020
Date

[Signature]
Signature of Owner



LRO # 48 Application Consolidation Parcels
The applicant(s) hereby applies to the Land Registrar,

Received as RD39735 on 2020 04 03 at 09:32
yyyy mm dd Page 1 of 1

Properties

PIN 56018 - 0583 LT
Description PCL 411-1 SEC ALBTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679 EXCEPT
SLT19234 & SLT30028; FORT FRANCES
Address 814 SCOTT STREET
FORT FRANCES
PIN 56018 - 0584 LT
Description PCL 411-2 SEC ALBTP; PT LT 411 TOWN PLOT ALBERTON AS IN SLT19234,
SLT52154, SLT99405; FORT FRANCES.
Address 820 SCOTT STREET
FORT FRANCES

Applicant(s)

Name FRIESEN FIVE INC.
Address for Service Box 15
Fort Frances, ON
P9A 3M5

I, George Friesen, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

The registered owner applies to consolidate the selected PINs and the proposed description for the parcels to be consolidated is PCL 411-1 AND PCL 411-2 SEC ALBTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.

Signed By

Anne Kristine Barkman

355 Valerie Lane
Steinbach
R5G 2A1

acting for
Applicant(s)

Signed 2020 04 03

Tel 204-371-9359

Fax 204-326-8403

I have the authority to sign and register the document on behalf of the Applicant(s).

NEW Consolidation.

Submitted By

ANNE BARKMAN LAW CORPORATION

355 Valerie Lane
Steinbach
R5G 2A1

2020 04 03

Tel 204-371-9359

Fax 204-326-8403

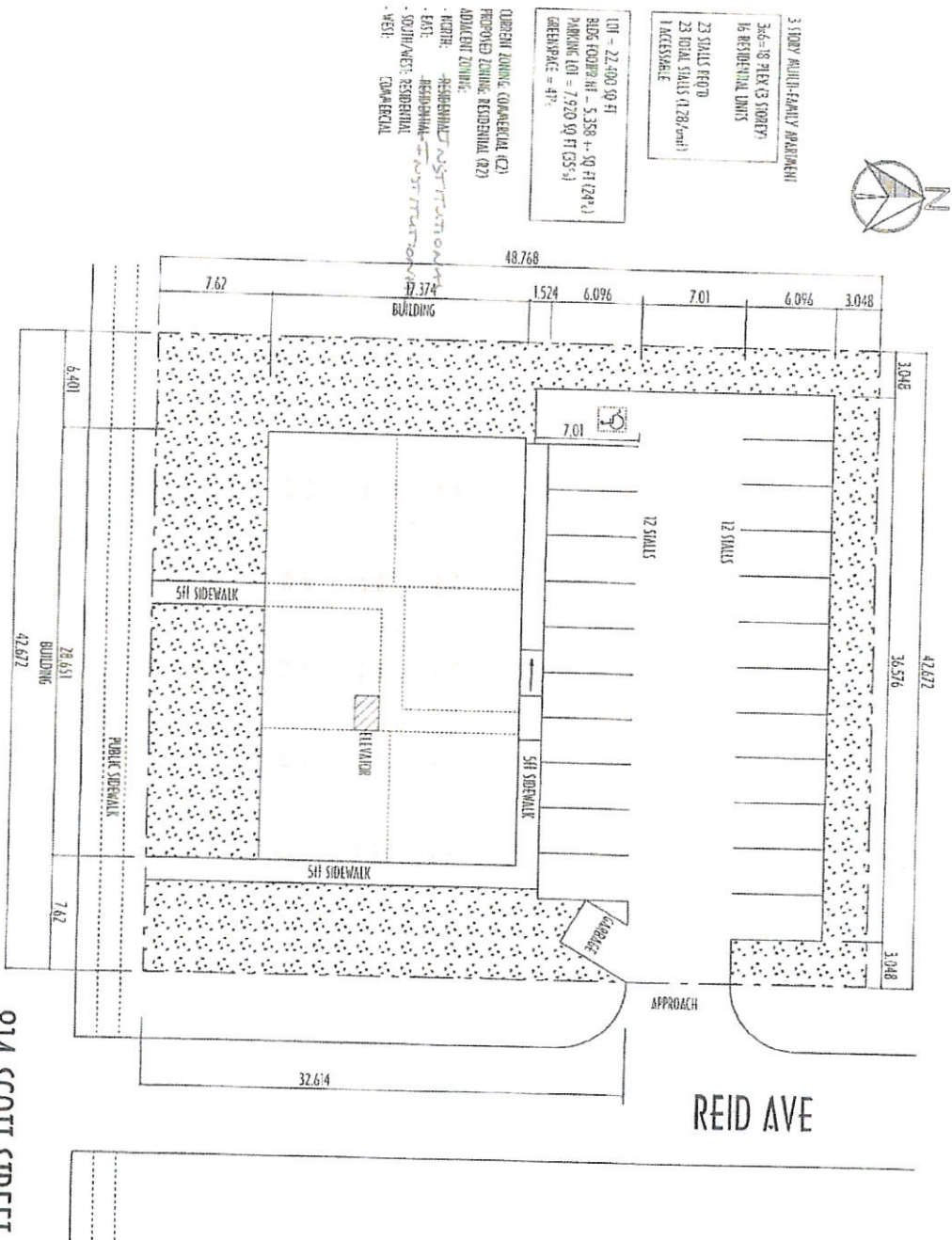
Fees/Taxes/Payment

Statutory Registration Fee \$65.05
Total Paid \$65.05

SITE PLAN

NOTE: MAY BE SUBJECT TO CHANGE UPON FURTHER REVIEW

814 SCOTT STREET



DRAWING REVISIONS			
Rev #	Date	Revised	Revised by
1	mm/dd/yyyy	Revised	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

HILL SIDE CONSTRUCTION

149 Thompson Rd, Lincoln, NE 68502
 Tel: 402.441.1111
 Email: info@hillsideconstruction.com

Issued by: **EFFIVE**

Drawn by: **RE & R**

Project: **814 Scott Street**

Sheet No: **01**

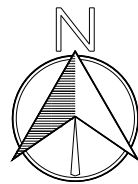
1 The drawing is to be used for the purpose of the project only. It is not to be used for any other purpose without the written consent of the architect.

2 The drawing is to be used for the purpose of the project only. It is not to be used for any other purpose without the written consent of the architect.

3 The drawing is to be used for the purpose of the project only. It is not to be used for any other purpose without the written consent of the architect.

4 The drawing is to be used for the purpose of the project only. It is not to be used for any other purpose without the written consent of the architect.

5 The drawing is to be used for the purpose of the project only. It is not to be used for any other purpose without the written consent of the architect.



3 STORY MULTI-FAMILY APARTMENT

3x6=18 PLEX (3 STOREY)
16 RESIDENTIAL UNITS

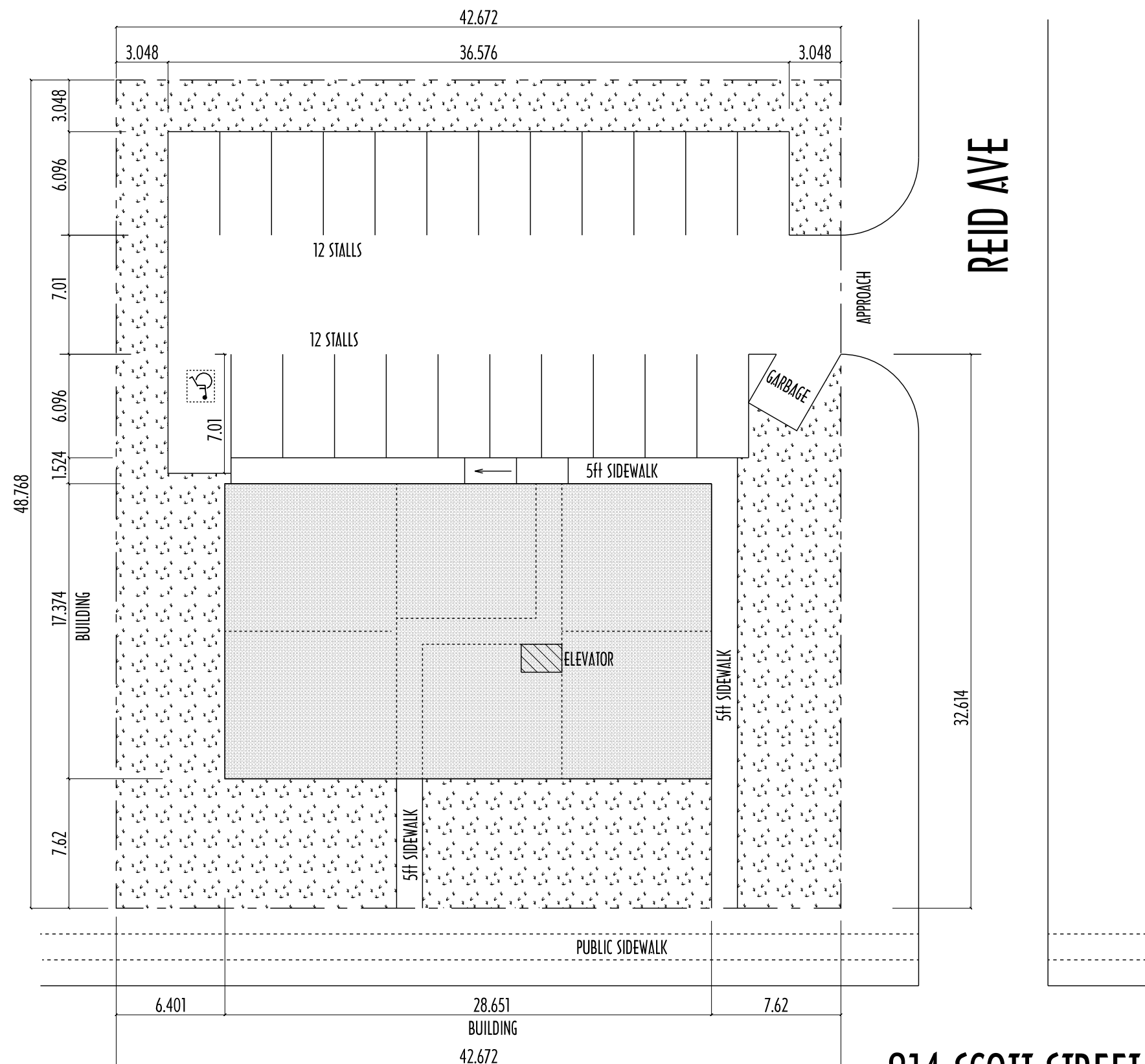
23 STALLS REQ'D
23 TOTAL STALLS (1.28/unit)
1 ACCESSIBLE

LOT = 22,400 SQ FT
BLDG FOOTPRINT = 5,358 +- SQ FT (24%)
PARKING LOT = 7,920 SQ FT (35%)
GREENSPACE = 41%

CURRENT ZONING: COMMERCIAL (C2)
PROPOSED ZONING: RESIDENTIAL (R2)

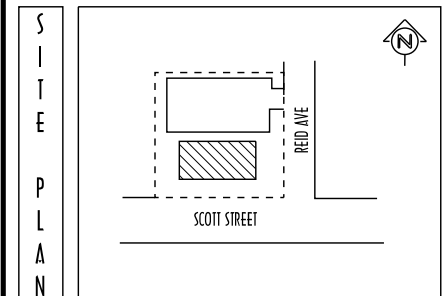
ADJACENT ZONING:

- NORTH: RESIDENTIAL
- EAST: RESIDENTIAL
- SOUTH/WEST: RESIDENTIAL
- WEST: COMMERCIAL



SITE PLAN

DRAWING REVISIONS		
Rev #	Date	Revision
1	mm/dd/yyyy	description here...
2		
3		
4		
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NOTES

- This drawing not to be scaled
- This drawing is the exclusive property of Hillside Construction Inc. and shall not be reproduced without written permission.
- Hillside Construction Inc. will take no responsibility for errors, deviations, or omissions on any drawing. Any errors, deviations or omissions that may occur are to be reported.
- Subtrades shall verify drawings with Hillside Construction Inc. before commencing work.

HILLSIDE CONSTRUCTION

1-49 Clearspring Rd. Steinbach, MB R5G 1V2
PH. 204.326.1582
E-mail: info@hillsideconstruction.ca

Location: 214 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: SITE PLAN	Page: 01



The Corporation of the Town of Fort Frances OFFICIAL PLAN AMENDMENT

Information and Material to be provided under Subsection 22(4) of the Planning Act

APPLICATION FOR AN AMENDMENT TO THE OFFICIAL PLAN

SECTION 17, PLANNING ACT, 1990, R.S.O.

(as per Regulation 543/06, SCHEDULE 1 – INFORMATION AND MATERIAL
TO BE PROVIDED WITH A REQUEST UNDER SUBSECTION 22(4) OF THE ACT)

Office Use Only	
File Number: <u>C1-2020</u>	Property Roll Number: <u>59-12-030-002-028-00</u>
Date Submitted: <u>April 9, 2020</u>	Date Deemed Complete: <u>April 28, 2020</u>
Application Fee: <u>\$3,000.00</u>	Related File Number(s): <u>B2-2020</u> <u>D1-2020</u>

APPLICANT INFORMATION:

1.0 Applicant Information

Name of Owner <u>Friesen Five Inc</u>	Name of Agent, if applicant is an agent by the owner
Mailing Address <u>PO Box 15, Fort Frances ON</u> <u>P9A 3M5</u>	Mailing Address
Telephone <u>(807) 276-7452 (Kaleb Firth)</u>	Telephone
Cell <u>(807) 275-5683 (Wade Friesen)</u>	Cell
Email <u>kaleb_firth@hotmail.com</u>	Email
Fax	Fax

Note – If this application is submitted by an agent on behalf of the property owner, written authorization must accompany application. If the applicant is a corporation acting without an agent, the application must be signed by an officer of the corporation and the corporation's seal (if any) must be affixed.

2.0 Property Information

Municipal Address 814/820 Scott Street, Fort Frances, ON P9A 1J2	
Lot/Block	Registered Plan
Part(s)	Reference Plan
Parcel No. (s)	PIN (If Known)
Property Roll No.	Frontage
Depth	Area (sq m)

Attached
new
consolidation

3.0 Other Applications

Is the subject land or any land within 120 meters of the subject land, the subject of an application made by the approval of an Official Plan amendment, Zoning By-Law amendment or minor variance?

Yes ☒ No ☐

If yes, and if known, please indicate the application file numbers, location, application status, purpose and the effect of the application on the Official Plan amendment proposed by this application.

737 Scott Street. B2-2019

Rezone from R2 to C2 for RRDSSAB Ambulatory Garage & parking lot.

4.0 Proposed Amendment

Name of Official Plan Designation TOWN OF FORT FRANCES OFFICIAL PLAN - <u>LIVING</u>	
Does the proposed Official Plan Amendment apply to lands subject to any aboriginal land claims or provincial/aboriginal co-management agreement?	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(If known, provide information you may have as an attachment to the application)	
Have you consulted with Aboriginal Peoples on this request for a Plan Amendment?	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

(If yes, provide any information you have on the consultation process and the outcome of the consultation. Please explain and attach on a separate page.)

5.0 Nature of Proposed Amendment

Does the proposed amendment change, replace or delete a policy in the Official Plan?	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes indicate the policy(ies) proposed to be changed, replaced or deleted (list all relevant Section No.'s – attach a separate sheet if necessary)	
What is the existing Land Use Designation? <i>Employment</i>	
What is the current use of the Subject Land? <i>Residential with <u>closed</u> bakery</i>	
Does the proposed amendment add a policy to the Official Plan?	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, what is the purpose of the proposed amendment?	
Does the proposed amendment change or replace a land used designation in the Official Plan?	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, indicate the land used designation(s) proposed to be changed or replaced (attach a separate sheet if necessary)	
<i>Would like to change it <u>from</u> employment <u>to</u> LIVING</i>	
Describe the reason for the request to change the Land Use Designation?	
<i>It is an old building that we would like to demolish to build a new apartment building.</i>	
(attach an additional sheet if necessary)	
If the proposed amendment changes, replaces, deletes or adds a Policy (text) of the Official Plan, the text of the requested amendment <i>must be attached</i> :	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Does the requested amendment <i>alter</i> all or any part of the boundary of an <i>area of settlement*</i> or establish a new <i>area of settlement*</i> in the municipality?	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If, Yes, attach the current Official Plan policies (if any) dealing with the alteration or establishment of an area of settlement.

***area of settlement** under Section 1(1) of the Planning Act, R.S.O., 1990, means an area of land designated in an official plan for urban uses including urban areas, urban policy areas, towns, villages, hamlets, rural clusters, rural settlement areas, urban systems, rural service centres, or future urban use areas, or as otherwise prescribed by regulation.

Does the requested amendment remove the subject land from an **area of employment**** in the municipality?

Yes ☒ No ☐

If, Yes, attach the current Official Plan policies (if any) dealing with the removal of land from an area of employment.

**** area of employment** under Section 1(1) of the Planning Act, R.S.O., 1990, means an area of land designated in an official plan for clusters of business and economic uses including, without limitation, the uses listed in subsection (5) or as otherwise prescribed by regulation. Under subsection (5), the uses within an area of employment are:

- (a) manufacturing uses;
- (b) warehousing uses;
- (c) office uses;
- (d) retail uses that are associated with uses mentioned in clauses (a) to (c); and
- (e) facilities that are ancillary to uses mentioned in clauses (a) to (d).

6.0 Justification for the Amendment

Describe the suitability of the subject land in terms of both physical characteristics and location for the proposed change in land use designation in this area.

- It is right next to/within other ~~residential~~ ^{residential} areas (North, East & South West)
- There is more vacant employment areas
- The town of FF is in need for a new residential apartment building

Indicate the compatibility of the change in land use designation with the existing uses in the area.

- It would get rid of an old, contaminated building (eye sore) and new construction adds aesthetic value to town.
- The land would be more utilized.
- Intention to not require variances means the building will stay within the limits of existing by laws
- Increased density at a suitable location

Indicate why there is a need for a change in land use designation in this area.

- There is enough vacant commercial/employment spaces and not enough multifamily residential living areas
- Zoning is commercial "employment", apartments require new use designation (R2)

Describe why the proposed changes in policy is more appropriate than the relevant existing policy.

- The building has been sitting empty as others on the block for approximately 10 years. Having a new build in that area will help to revitalize the area.
- Increased density in a viable location is good.
- Keeping commercial use is a higher risk (potentially unsuccessful)
 ↳ R2 is less risk; creates a successful project for an eyesore it currently is.

7.0 Provincial Interests

Please comment as to whether the requested amendment is consistent with the policy statements issued under subsection 3(1) of the Planning Act, R.S.O., 1990.

Yes.

8.0 Declaration of Applicant or Authorized Agent

COMPLETE IF APPLICANT IS THE OWNER

OWNER'S CONSENT

I, Friesen Five Inc, am the owner of the land that is the subject of this application and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application.

mar 19 2020
Date

[Signature] president
Signature of Owner

COMPLETE IF APPLICANT IS NOT THE OWNER

AUTHORIZATION OF OWNER

I, _____, am the owner of the land that is the subject of this application for zoning amendment and, for the purpose of processing and the Freedom of Information and Protection of Privacy Act, I authorize _____ to act as my agent for this application and provide any of my personal information that will be included in this application or collected during the processing of the application and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purposes of processing this application

Date

Signature of Owner

LRO # 48 Application Consolidation Parcels
The applicant(s) hereby applies to the Land Registrar.

Received as RD39735 on 2020 04 03 at 09:32
yyyy mm dd Page 1 of 1

Properties

PIN 56018 - 0583 LT
Description PCL 411-1 SEC ALBTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679 EXCEPT
SLT19234 & SLT30028; FORT FRANCES
Address 814 SCOTT STREET
FORT FRANCES
PIN 56018 - 0584 LT
Description PCL 411-2 SEC ALBTP; PT LT 411 TOWN PLOT ALBERTON AS IN SLT19234,
SLT52154, SLT99405; FORT FRANCES.
Address 820 SCOTT STREET
FORT FRANCES

Applicant(s)

Name FRIESEN FIVE INC.
Address for Service Box 15
Fort Frances, ON
P9A 3M5

I, George Friesen, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

The registered owner applies to consolidate the selected PINs and the proposed description for the parcels to be consolidated is PCL 411-1 AND PCL 411-2 SEC ALBTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.

Signed By

Anne Kristine Barkman

355 Valerie Lane
Steinbach
R5G 2A1

acting for
Applicant(s)

Signed 2020 04 03

Tel 204-371-9359

Fax 204-326-6403

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

ANNE BARKMAN LAW CORPORATION

355 Valerie Lane
Steinbach
R5G 2A1

2020 04 03

Tel 204-371-9359

Fax 204-326-6403

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

NEW
Consolidation



Date: May 20, 2020

Report To: Mayor & Council

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: 814/820 Scott Street – Site Plan Control Agreement (SPC02-2020)

Friesen Five Inc. has been working closely with administration to facilitate the development of a three-storey 18-unit apartment complex at 814/820 Scott Street. The proposed structure will have an approximate footprint of 490m² with supplemental parking of approximately 700m², situated on approximately 2080m² property. Given the lot coverage it will be important that a storm water management plan be developed for the project.

Currently Friesen Five Inc. is in the stages of rezoning the subject land from General Commercial to Residential Type Two and amending the Official Plan designation from Employment Area to Living Area. These applications are subject to decision by Mayor & Council and are subsequently subject to an appeal period of 20 days upon passage of an approval by-law in the event they are approved.

Given that the above-mentioned applications are still subject to decision, it would not be proper to collect site plan control application fees for a project fate that is still to be decided at this time. However, this report is to act in supplementary fashion to the ongoing rezoning and official plan amending applications. To mitigate future delays clarification will be sought from Mayor and Council to determine if they wish to impose a site plan control agreement on said development.

By submitting this report now and determining Mayor & Councils future wishes, it will allow administration to work with the developer to prepare the expected deliverables that are asked for when entering into a Site Plan Control Agreement.

This matter was considered by the Planning and Development Executive Committee at their May 19, 2020 session with recommendation that the municipality enter into a site plan control agreement for the proposed development at 814/820 Scott Street, subject to the condition that the rezoning and official plan amendment applications are approved. If said pending planning applications are rejected, this report will be null and void. Approval of this report shall not be misconstrued as approval of the subject rezoning application or official plan amendment application.

Respectfully submitted



Cody Vangel, EIT
Chief Building Official & Municipal Planner

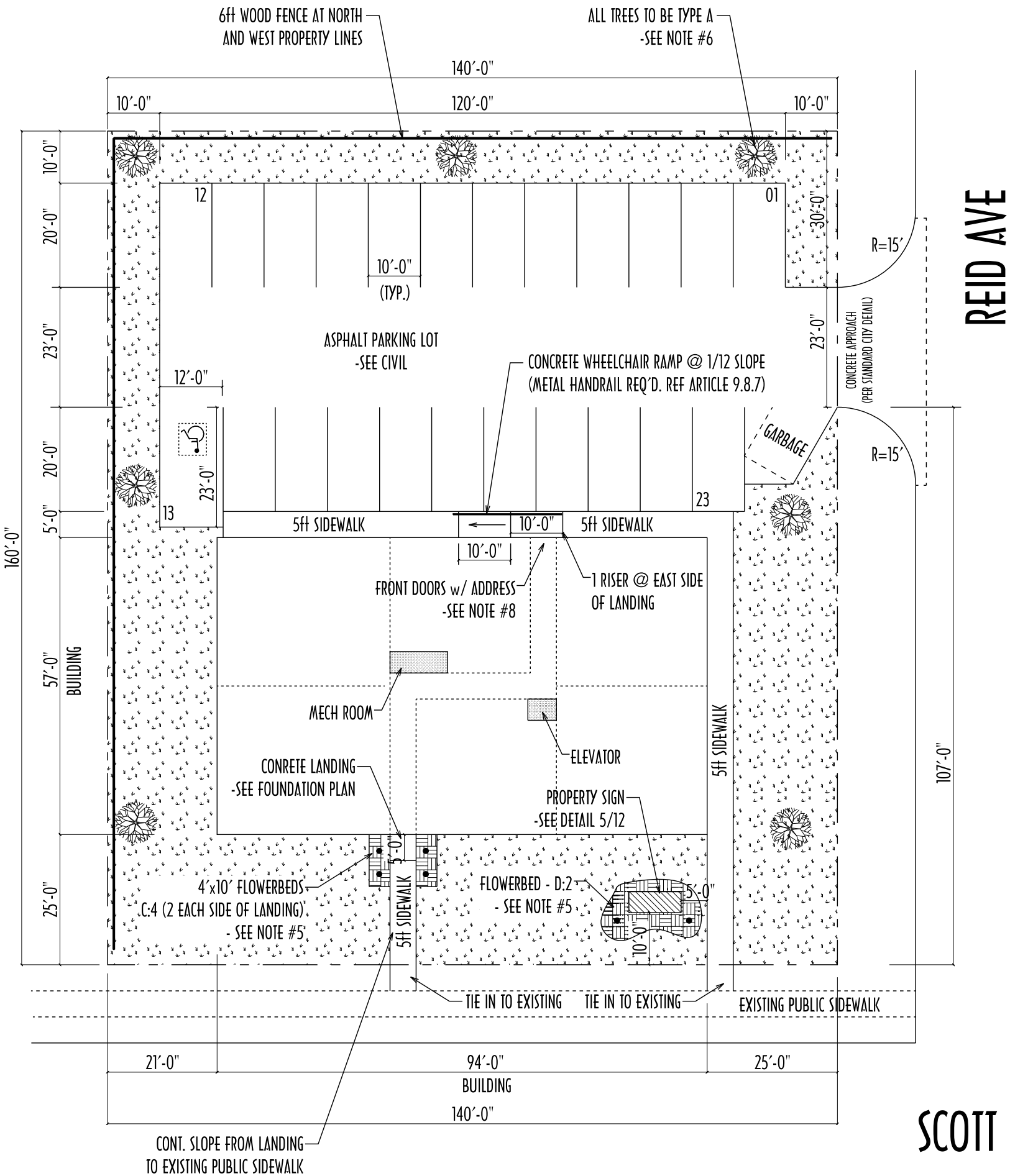
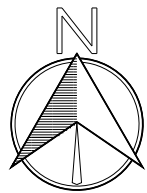
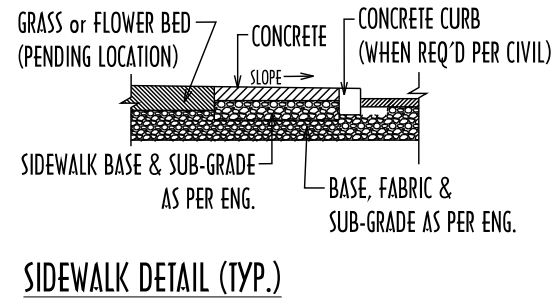
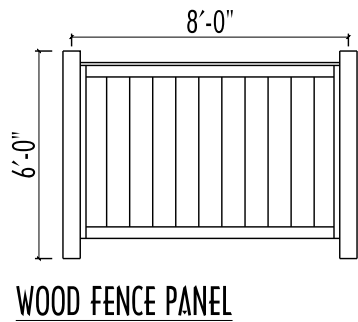
Council approval of this report will agree to the recommendation of the Planning and Development Executive Committee that the municipality enter into a site plan control agreement with Friesen Five Inc. with regard to the proposed development at 814/820 Scott Street, subject to the condition that the rezoning and official plan amendment applications are approved

NEW MULTI-FAMILY CONSTRUCTION (814 SCOTT STREET)

3x6=18 PLEX
16 RESIDENTIAL

23 STALLS REQ'D
23 TOTAL STALLS (1.28/unit)
1 ACCESSIBLE

LOT = 22,400 SQ FT
BLDG FOOTPRINT = 5,358 +- SQ FT (24%)
PARKING LOT = 7,600 SQ FT (34%)
GREENSPACE = 42%



REID AVE

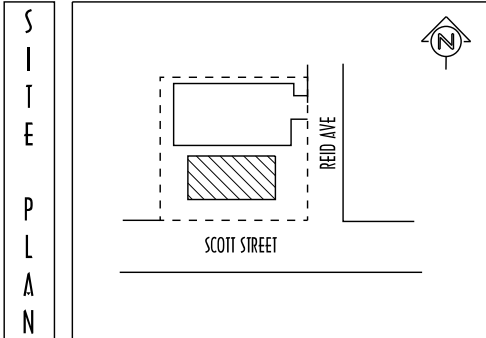
SCOTT STREET

- GENERAL NOTES:
- 1) GREENSPACE TOTALS APPROX. 8,500 SQ. FT
SIDEWALKS TOTAL APPROX. 935 SQ. FT.
PARKING LOT TOTALS APPROX. 7,600 SQ. FT.
 - 2) FINAL ENTRANCE SIGNAGE DESIGN TO BE SHOWN ON MANUFACTURER DRAWING.
 - 3) SEE PG 03 FOR FOUNDATION PLAN.
 - 4) SIDEWALKS TO BE 5'-0" WIDE AND 4" THK (TYP.) UNLESS OTHERWISE DIMENSIONED.
 - 5) FLOWER BEDS TO BE FILLED WITH 3" MULCH AND SURROUNDED BY PLASTIC EDGING. TO BE SHAPED IN A VISUALLY PLEASING DESIGN.
 - 6) ALL TREES TO BE SURROUNDED BY APPROX. 30" DIA. OF MULCH (3" THICK) AND PLASTIC EDGING.
 - 7) UNLESS INDICATED OTHERWISE, ALL AREAS TO RECEIVE LANDSCAPING AND GRASS EXCEPT FOR THE PARKING LOT, FLOWERBEDS, & SIDEWALKS.
 - 8) BOTH EXTERIOR ENTRY DOORS TO HAVE DECAL WITH THE ADDRESS "814" CENTERED ON GLASS FRONT TO BE "ARIAL BOLD", WHITE, AT 3.5" HIGH

LANDSCAPING LEGEND

- A (QTY 7) = SILVER MAPLE 2" CALIPER
B (QTY 0) = N/A
C (QTY 6) = KARL FOERSTER REED GRASS (OR SIMILAR)
D (QTY 2) = SPIRAEA GOLDCHARM (OR SIMILAR)

DRAWING REVISIONS		
Rev #	Date	Revision
1	mm/dd/yyyy	description here...
2		
3		
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NOTES:

- This drawing not to be scaled on any drawing. Any errors, deviations or omissions that may occur are to be reported.
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- Hillside Construction Inc. will take no responsibility for errors, deviations, or omissions that may occur are to be reported.
- Subtrades shall verify drawings with Hillside Construction Inc. before commencing work.

HILLSIDE CONSTRUCTION

1-49 Clearspring Rd. Steinbach, MB R5G 1V2
PH. 204.326.1582
E-mail: info@hillsideconstruction.ca

Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: SITE & LANDSCAPING PLAN	Page: 01

April 2020 Building Statistics

Permit #	Owner Address	Owner City	Owner Pro	Owner Pos	Contractor	Property Address	Legal Description	Work Description	Value
								STRUCTURAL STEEL BUILDING for Gardewine Addition (45' by 50')	
PRM-2020-0003	60 Eagle Drive	Winnipeg	MB	R2R 1V5		1000 MCIRVINE RD N	PLAN SM211 PT LOT 38 & 39;PLAN 48R1765 PARTS 24 & 26;PCL 39-1	Structural work as part of foundation work from Permit 2019-0089	\$170,000.00
PRM-2020-0010	517 FIRST ST E	Fort Frances				517 FIRST ST E	PLAN M73 BLK 3 LOT 7 PCL BLK;3-7-1	Damp proof perimeter of exterior foundation walls, install weeping tile and sump pit	\$9,500.00
PRM-2020-0011	1025 SECOND ST E	Fort Frances			HOUSE KEVIN THOMAS	1025 SECOND ST E	PLAN SM48 LOT 46 PT LOT 47;RP 48R1588 PART 1 PCL 47-4	Remove shingles and install metal roof - existing sheathing, underlay, 1" rigid foam, strapping, metal roofing	\$12,000.00
PRM-2020-0012		Fort Frances	ON	P9A 3W6	BALL RANDY DONALD	701 SIXTH ST W	PLAN SM211 LOT 29 PLAN;48M353 LOTS 35 TO 37 AND RP;48R3554 PARTS 1 AND 2 PCLS;29-1 37-1 37-2 35-1 35-2	Repair fire damaged southwest wall	\$2,500.00
PRM-2020-0014	216 SECOND ST E	Fort Frances			SUNSET DYNASTY CONSTRUCTION LTD	216 SECOND ST E	PLAN M68 BLK 3 LOT 6 PCL BLK;3-6-2	Material Change - install metal roofing with strapping and rigid insulation over existing roof	\$11,871.78 205871.78



May 11, 2020

Ms. Dawn Galusha
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Re: 2019 Remuneration of Board Member

Please find below an itemized Statement of Remuneration and Expenses for the board member representing your Municipality on the Fort Frances Power Corporation's Board:

Board Member:	June Caul
Total Remuneration	\$4,986.90

If you have any questions regarding this statement, please do not hesitate to contact me at 807-274-9291 extension 1242 or by email mtrivers@fortfrances.ca.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Trivers', is written over a faint, larger blue signature.

Marah Trivers
Finance and Regulatory Officer