

TOWN OF FORT FRANCES

Planning & Development Executive Committee

AGENDA - August 4, 2020 at 8:30 AM

MEETING - VIRTUAL MEETING

[Join Microsoft Teams Meeting](#)

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

Conference ID: 300 774 592#

	Page
1. <u>Call to Order</u> Session #24.	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
3.1 Approval of Previous Meeting Minutes.	3 - 4
4. <u>In-Camera</u>	
5. <u>Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.</u>	
6. <u>Items Referred from Council</u>	
6.1 REG CONSENT R. Lundy - Lot 19 Eighth Street East Services Letter.	5 - 10
7. <u>New Business</u>	
7.1 Application to Remove Holding Provision (B3-2020) – Ryan Lundy – Eighth Street East.	11 - 32
7.2 SPC06-2019 - Site Plan Control Application - 737 Scott Street.	33 - 72
7.3 SPC01-2020 Mill Demolition - Site Plan Control.	73
8. <u>Outstanding Items</u>	
8.1 TOFF-Aazhogan Renewal Planning Committee - Verbal Update & Discussion.	
9. <u>Information</u>	
9.1 By-Law Enforcement.	
10. <u>Non-agenda Items</u>	

11. **Adjourn / Next Meeting Date**
Tuesday September 8th, 2020.

TOWN OF FORT FRANCES

MINUTES

SESSION NO.

July 6, 2020

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre and virtually for attendees off site on July 6, 2020 from 8:30 a.m. to 9:15 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, D. Judson - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner.

1. Call to Order

Session #23

2. Disclosure of pecuniary interest and the general nature thereof - None identified

3. Approval of Previous Committee Minutes

3.1 Approval of Previous Meeting Minutes.
approved as presented.

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

5. In-Camera - no items identified

6. Items Referred from Council - No items identified

7. New Business

7.1 Fort Frances/Aazhogan Renewal Planning Committee – Draft Terms of Reference. Cody and Doug spoke about recent meetings with Riversedge to discuss planning opportunities for the pulp and paper mill properties. Cody provided an overview respecting the draft terms of reference for the renewal planning committee. Cody advised that the draft has been reviewed by administration members, RRFDC representative and Jeff Port, planning consultant. Mayor Caul suggested that Council should be involved and have representation on this Committee. Doug and Cody will speak to Riversedge and request same. Councillor Brunetta expressed concerns about the Town taking on 100% of the costs. Cody advised that RRFDC has applied for Federal and Provincial funding for the land use and economic development development feasibility study.

8. Outstanding Items

8.1 Site Plan Control Discussion.

Cody Vangel provided an overview of recent discussions he had with Jeff Port, Planning Consultant with respect to the information requested by P&D Executive Committee. Mr Port advised that he was not aware of specific land use planning tools that provide the municipality with the control over a project that a Site Plan Control Agreement provides. He further advised that Site Plan Control should be utilized only when necessary and that each Site Plan Control application or development should be considered on its own merit and decided upon on a case by case basis. He was also unaware of any alternatives that may be utilized to enforce stormwater management. A discussion was had respecting stormwater management in the matter of development. Committee recommended that Cody bring an information report forward to Council.

- 9. Information - No matters identified
- 10. Non-agenda Items - No items identified
- 11. Adjourn / Next Meeting Date
Monday August 4th, 2020.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

Date: July 28, 2020

Report To: Planning and Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Ryan Lundy – Request for Private Well and Septic Services – Eighth Street East

A request has come forward from Ryan Lundy, who is acting as an authorized agent for the property owners, to request permission from Mayor and Council to install private well (water) and septic (sewage) services on a property along Eighth Street East (PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES).

The property is not currently serviced by municipal water or sewer and is zoned Residential Type One with a holding provision (R1-H). Mr. Lundy has subsequently applied to remove the holding provision from the zoning designation on the subject land, which will be considered alongside but separately from this matter.

The Town of Fort Frances Zoning By-Law 03/14 states the following regarding municipal services:

3.3 ADEQUATE MUNICIPAL SERVICES

No land shall be used or the intensity of any **use** of land expanded or any **building** placed, **erected** or altered, enlarged or used within the **Town** of Fort Frances unless the land is serviced by municipal water and sewer systems that have adequate capacity, except under the following conditions:

- a) in the Resource¹ Development (RD) **Zone**, the Seasonal Residential (SR) **Zone**, or where municipal water and/or sewage systems are not available, private services approved by the Northwestern Health Unit may be permitted; or
- b) where the lands are subject to unique servicing constraints or restricted connection privileges through separate municipal by-laws and through legal and servicing agreement with the **Town** of Fort Frances, such lands are considered to be in compliance with this **By-Law**.

The Town of Fort Frances Official Plan also speaks to servicing requirements and the supporting information has been attached with this report.

The Planning and Development Executive Committee may recall that in 2017 administration contacted several property owners in the area to determine if there was interest for residents to connect to municipal water and sewer. The information contained on file indicates that a unanimous decision was relayed from the residents that the cost of installation was too significant.

If the Planning and Development Executive Committee wishes to make recommendation to approve the installation of private well and septic, they may wish to recommend the following conditions:

- That permission be granted to service one single detached dwelling only
- That prior to any development in, on, or with respect to the property, the owner shall have executed an agreement in form and substance satisfactory to the municipality as to or in respect of existing and future water and septic services in, on, and to the property including, without limitation, provisions confirming responsibility and liability of the owner(s) for and in respect of services whether past, current or future
- That the above stated agreement provide verbiage relating to mandatory connection to municipal water and sewer in the event they are ever extended to the property in the future
- That approval of well and septic be conditional to successfully removing the holding provision from the zoning designation

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Cody Vangel', with a stylized flourish at the end.

Cody Vangel, EIT
Chief Building Official & Municipal Planner





Ryan Lundy

905 Phair Avenue
Fort Frances, ON P9A 2M6
rlundy20@gmail.com

6th July 2020

Mayor and Members of Council

The Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Madam Mayor and Members of Council,

This proposal is to request permission from the Town of Fort Frances to service Lot 19 on 8th Street East, Fort Frances, ON with a well and septic field as municipal sewer and water services are not extended to the property. I have an accepted offer of sale on the property with the condition that I receive town approval for servicing and rezoning.

The lot is currently vacant land and zoned R-1(H). An application is being submitted to the CBO/Municipal Planner, Cody Vangel, to remove the hold concurrently with this proposal as it is our opinion that the two issues go hand in hand. I am proposing to have the hold removed and to service the lot with well and septic in order to be able to build a single detached dwelling, possibly with a garage, on the property in the future.

I have discussed the property and the current town by-laws with Cody Vangel. I believe this area of land will fall under section 3.3 b) of the by-laws as the area is subject to unique servicing constraints, which is why the option of well and septic are being considered. If this proposal were approved and well and septic are chosen to service the lot, I understand that as the owner, I would be liable for these services. I also understand that approval is also required from the Health Unit, but would like to start by getting permission from Council.

Thank you for your consideration.

Sincerely,



Ryan Lundy

Administration & Finance Division
Planning & Development Division
Phone: 807-274-5323
Fax: 807-274-8479

Mailing Address for All Divisions:
Civic Centre
320 Portage Avenue
Fort Frances, ON
P9A 3P9



Operations & Facilities Division
Phone: 807-274-9893
Fax: 807-274-7360

Community Services Division
Phone 807-274-4561
Fax: 807-274-3799

email: town@fortfrances.com
www.fort-frances.com

July 15, 2020

Ryan Lundy
905 Phair Avenue
Fort Frances, ON P9A 2M5
Via e-mail rlundy20@gmail.com

Dear Mr. Lundy:

At their meeting July 13, 2020, Council referred your letter re: Request Permission for Well and Septic Services to the Planning & Development Executive Committee for recommendation.

By copy of this letter, your request has been referred as directed.

Please direct any questions you may have to C. Vangel, CBO/Municipal Planner, at 274-5323, ext 1216.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION

Elizabeth (Lisa) Slomke, Clerk

/es

c.c. C. Vangel, CBO/Municipal Planner
P. Briere, By-law Enforcement Officer and Secretary to Planning & Development Executive Committee

Date: July 28, 2020

Report To: Planning and Development executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Application to Remove Holding Provision (B3-2020) – Ryan Lundy – Eighth Street East

Background

An application has been submitted by authorized agent for the subject lands, Ryan Lundy, requesting to remove the holding provision from the zoning designation to permit the construction of a single detached dwelling. The subject land is located on Eighth Street East and legally described as PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES. The holding provision on the land halts any development from taking place unless mayor and council agree to pass a by-law to remove said holding provision.

It is believed that the holding provision has been assigned to this property and many others in the area due to the lack of fire protection via municipal fire hydrant as well as lack of municipal sewer and water services.

Two other properties within the area have successfully removed the holding provision from their properties. One of which was approved to use both well and septic, where the other was approved for well as they do have access to a municipal sewer tie in.

It should also be noted that there are multiple properties along Frog Creek Road and McIrvine Road, albeit zoned Resource Development (RD), which do not contain holding provisions on their zoning designation which subsequently do not have access to municipal sewer, water or fire hydrants.

Property History

The property is located on Eighth Street East between Williams Avenue and Mill Road. The subject land is bound by railway to the south, residential type one with a holding provision to the east, residential type one with a holding provision to the west, and residential type one with a holding provision to the north. The property to the north of the subject land is sometimes locally referred to as an old air strip.

The property does not have any existing structures and it is not serviced by municipal water or sewer.

Official Plan

The property is designated as a **Living Area** which supports the use a residential in the form of a single detached dwelling.

The Official Plan States the following regarding holding provisions:

5.4.3 Holding Provisions

5.4.3.1 Purpose of Holding

The Zoning By-law will incorporate provisions for Holding Zoning which may be applied on lands where the lands are pre-zoned for a use, but presently there exist a number of conditions which must be satisfied prior to development. Lands subject to Holding Zoning will be identified with an "H" symbol beside the land use symbol on the Zoning map.

5.4.3.2 Application of the Holding Provision

Holding provisions will be applied where there is a need for additional conditions which cannot be applied on a pre-zoning basis or through the Site Plan Approval process.

5.4.3.3 Interim Uses for Lands Subject to Holding

The Zoning By-law may specify interim uses which may be deemed compatible and/or permissible, even though lands are subject to a Holding Provision.

5.4.3.4 Lifting of the Holding Provision

The Zoning By-law will be amended to remove the Holding symbol when it has been determined that the conditions requiring the Holding have been satisfied. Such conditions may include, but are not limited to:

- a) Completion of special studies related to the area, or site's opportunities or constraints, or the impact of development and mitigation thereof;
- b) The grading of the site;
- c) The provision of road infrastructure, including, but not limited to, the road base, streetlights, signage and traffic control signals;
- d) The provision of water, wastewater, or stormwater servicing for the lands;
- e) Satisfying certain financial requirements of the municipality;
- f) Any other matter provided for by the provisions of the Planning Act.

5.4.3.5 Stakeholder Consultation

Consultation related to lifting of the Holding provision will be done in accordance with the Planning Act.

Zoning

The property is currently zoned **Residential Type One with a holding provision (R1-H)**. The holding provision is required to be removed to facilitate any development on the lands and to achieve a zoning designation as **Residential Type One (R1)** where the following uses are permitted:

- a) single detached dwelling
- b) home occupation
- c) group home
- d) community garden

The zoning by-law 03/14 states the following regarding the holding provision:

3.10 HOLDING PROVISIONS

Where the zone symbol on Schedule 'A' is followed by an 'H', the lands shall be deemed to be in a special Holding Zone. Council may pass a By-law to remove the Holding provision when Council has approved a Site Plan or a Subdivision Agreement has been registered against the title of the lands. No new buildings or structures may be constructed on the lands until the Holding Provision (H) has been removed. Until such time as the Holding Provision has been removed by a By-law passed by Council, the lands may be used for existing uses in accordance with the provisions of the applicable zone.

Provincial Policy Statements

The Planning Act requires that zoning by-law amendments including removal of holding provisions be consistent with provincial policy statements as identified in the 2020 Provincial Policy Statements (PPS). Applicable PPS 2020 statements have been attached with this report.

Divisional Comments

Fort Frances Power Corporation – awaiting comments

Fort Frances Fire Rescue – awaiting comments

Fort Frances Public Works – awaiting comments

Fort Frances Recreation & Culture – awaiting comments

Fort Frances Planning & Development: In the event of approval the below conditions are recommended. This proposal would allow the municipality to generate a greater tax assessment rather than a vacant lot. Other properties towards the airport are serviced by well and septic.

Committee of Adjustment

The Committee of Adjustment will make recommendation on this application Wednesday August 12, 2020.

Public Meeting

To be determined

Summary/Recommendation:

If the Planning and Development Executive Committee decides to recommend in favour of removing the holding provision, they may wish to recommend the following conditions:

- a) That permission be granted to service one single detached dwelling only
- b) That prior to any development in, on, or with respect to the property, the owner shall have executed an agreement in form and substance satisfactory to the municipality as to or in respect of existing and future water and septic services in, on, and to the property including, without limitation, provisions confirming responsibility and liability of the owner(s) for and in respect of services whether past, current or future
- c) That the above stated agreement provide verbiage relating to mandatory connection to municipal water and sewer in the event they are ever extended to the property in the future
- d) That approval of well and septic be conditional to successfully removing the holding provision from the zoning designation
- e) That the by-law, if approved with conditions, be registered against the title to the property

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Cody Vangel', with a stylized flourish at the end.

Cody Vangel, EIT
Chief Building Official & Municipal Planner



Town of Fort Frances
 320 Portage Avenue
 Fort Frances, On P9A 3P9
 T: 807-274-5323
 F: 807-274-8479

www.fort-frances.com

APPLICATION FOR ZONING BY-LAW AMENDMENT

The Planning Act, RSO 1990, as amended (O'Reg. 545/06)

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:	
Ryan Lundy 905 Phair Ave, Fort Frances, ON (807)271-0479 rlundy20@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:	
N/A	
3. The current Official Plan designation of subject land:	LIVING AREA
4. Describe how the application conforms to the official plan of the municipality?	
The application is to continue to use the land as residential, and to have the area be used for a single family home in the future.	
5. The current zoning of the subject land:	R-1 (H)
6. The nature and extent of the rezoning requested:	
Requesting the property be rezoned to R-1, removing the current "hold" on the property.	

7. The reason why the rezoning is requested.					
To allow the land to be serviced with well, septic, etc. to be able to be used in the future to build a single detached dwelling.					
8. Is the subject land within an area where the municipality has predetermined minimum & maximum density requirements or minimum or maximum height requirements?					
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide information relative to these requirements.					
If the hold were to be removed the land would fall under the R-1 zone. The requirements would be as follows: Minimum Lot Area = 460 m ² Minimum Lot Frontage = 15 m Minimum Yard Requirements: Front Yard = 7.5 m Interior Side Yard = 1.5 m Exterior Side Yard = 3 m Rear Yard = 7.5 m Maximum Lot Coverage = 40% Minimum Landscaped Open Space = 20% Maximum Height of Building = 12m Minimum Floor Area = 79 m ²					
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:					
Lot 19, 8th Street East, Fort Frances, ON P9A 1X7 Legally described as: PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES O PIN#56017006					
10. The frontage, depth and area of the subject land (in metric):					
Frontage:	100.88 m	Depth:	87.43 - 114.76 m (irregular)	Area:	10,191.99 m (2.52 acres)
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					
N/A					
12. Is the application to remove land from an area of employment?					
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, provide details of the official plan that deals with the matter.					
N/A					
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	
N/A	
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?	
Access is by a municipal road that is maintained all year.	
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:	
- vacant land	
17. Are there any buildings or structures on the subject land: Yes <input type="checkbox"/> No <input checked="" 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:	
N/A	
19. The proposed uses of the subject land:	
To have serviced to build a single detached dwelling in the future.	
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:	
Single Detached Dwelling - 140-280 m ² (1500-3000 sqft) floor area, setback/lines/height to be determined (will comply with all minimum and maximum requirements).	
22. If known,	
a. the date the subject land was acquired by the current owner:	Unknown
b. the date existing buildings or structures on the subject land were constructed:	

N/A	
c. the length of time that the existing uses of the subject land have continued:	
N/A	
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:	
None, but currently proposing permission from Council for an individual well.	
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:	
None, but currently proposing permission from Council for a privately owned and operated septic system.	
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? N/A	
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:	
Storm drainage is provided by ditches. It may also be provided by man-made swales in the future.	
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:	N/A
N/A	
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:	N/A
N/A	
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:	N/A
28. A sketch showing, in metric units, the following:	
a. the boundaries and dimensions of the subject land.	
b. 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.	

- c. 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*).
- d. The current uses on land that is adjacent to the subject land.
- e. 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.
- f. If access to the subject land is by water only, the location of the parking and docking facilities to be used.
- g. 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 ☒

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

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, Ryan Lundy 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 22nd

day of July 2020

)
)
)
)
)
)
)


Signature of Applicant or
Authorized Agent

 Elizabeth Slomke, a Commissioner, etc.,
District of Rainy River, for the Corporation
of the Town of Fort Frances.

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, _____, 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.

Date

Signature of Owner

COMPLETE IF APPLICANT IS NOT THE OWNER**AUTHORIZATION OF OWNER**

Roslyn N Broman Bonny C Montgomery Elizabeth J. Guenette

I, Janet Eldret Lydia D Harris _____, 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 _____ Ryan Lundy _____ 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

7/13/2020 | 5:40 PM CDT

DocuSigned by:

Bonny C Montgomery

Date

7/14/2020 | 1:04 PM CDT

DocuSigned by:

Ed Bonarath

B589789B124A403...

Signature of Owner

7/14/2020 | 9:25 PM CDT

DocuSigned by:

Janet P. Dorst

CA19A81CDC25430...

7/13/2020 | 8:14 PM PDT

DocuSigned by:

Lydia Dianne Harris

638ADADAE89C4E3...

7/13/2020 | 6:57 PM CDT

DocuSigned by:

Roslyn N Broman

33CC7D16676B4E8...

[Back](#)[Overview](#)[Property Details](#)[Site & Structure](#)[Valuation & Sales](#)[PDF & Survey Print](#)[Demographic Comparables](#)[Tools](#)[Close](#)

Fort Frances

[Suggest an address correction](#)**Owner Name**ELDRET, JANET; HARRIS,
LYDIA DIANNE;
GUENETTE, ELI...Multiple Owners
(See Property Details)**Last Sale****\$0**

Jan 10, 2012

**Lot Size****333.83 ft N/A**

Frontage

Depth

Measurements Available
(See Site & Structure)**Assessed Value****\$34,000**

Based on Jan 1, 2016

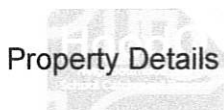
Phased-In Value**\$34,000**

2020 Tax Year

Legal Description

PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES

Property Details



Google

© Google

GeoWarehouse Address

FORT FRANCES

Land Registry Office

Rainy River (48)

Owner Names

ELDRET, JANET; HARRIS, LYDIA DIANNE; GUENETTE, ELIZABETH JOHANN; MONTGOMERY, BONNY CHRISTINE; BROMAN, ROSLYN NAN

Ownership Type

Freehold

Land Registry Status

Active

Registration Type

Certified (Land Titles)

PIN

560170006

Site & Structure



ARN 591203000714500

PIN 560170006

Map data ©2020 Google

Lot Size Area: 109,705.67 ft² (2.518 ac) Perimeter: 1,335.30 ft
 Measurements: 286.85 ft x 343.09 ft x 376.50 ft x 330.96 ft
 Lot Measurement Accuracy: LOW

Assessment 1 ARN : 591203000714500

Site Frontage: 333.83 ft Depth: 0.00 ft

Structure Property Description: Vacant residential land not on water Property Code: 100

Phased-In Value Click to purchase the 4-year Phase-in Report	Assessed Value
\$34,000	\$34,000
2020 Tax Year	Based on Jan 1, 2016

Valuation & Sales

Sales History

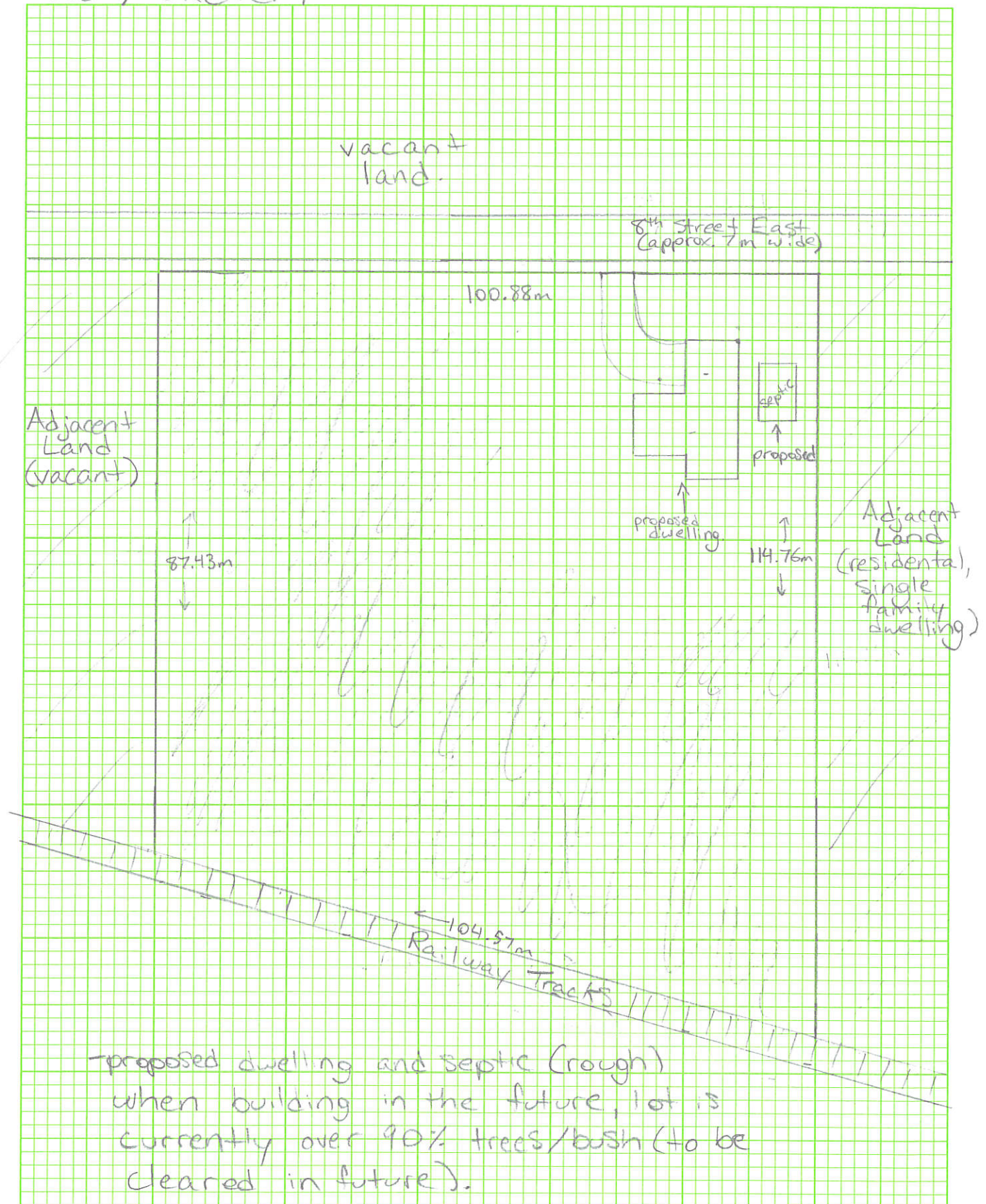
Sale Date	Sale Amount	Type	Party To	Notes
Jan 10, 2012	\$0	Transfer by Personal Representative	ELDRET, JANET; HARRIS, LYDIA DIANNE; GUENETTE, ELIZABETH JOHANN; MONTGOMERY, BONNY CHRISTINE; BROMAN, ROSLYN NAN;	
Jan 10, 2012	\$0	Transmission by Personal Representative (Land)	ELDRET, JANET;	
Aug 27, 2004	\$1	Transfer	ELDRET, JANET; HARRIS, LYDIA DIANNE; GUENETTE, ELIZABETH JOHANN; MONTGOMERY, BONNY CHRISTINE; BROMAN, ROSLYN NAN; LEATHERDALE, LYDIA CHRISTINA;	
May 04, 1995	\$1	Transfer	LEATHERDALE, LYDIA CHRISTINA;	

Assessed Value



Zoning By-Law Amendment.

28) Sketch







1.4 Housing

1.4.1 To provide for an appropriate range and mix of *housing options* and densities required to meet projected requirements of current and future residents of the *regional market area*, planning authorities shall:

- a) maintain at all times the ability to accommodate residential growth for a minimum of 15 years through *residential intensification* and *redevelopment* and, if necessary, lands which are *designated and available* for residential development; and
- b) maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned to facilitate *residential intensification* and *redevelopment*, and land in draft approved and registered plans.

Upper-tier and single-tier municipalities may choose to maintain land with servicing capacity sufficient to provide at least a five-year supply of residential units available through lands suitably zoned to facilitate *residential intensification* and *redevelopment*, and land in draft approved and registered plans.

1.4.2 Where planning is conducted by an upper-tier municipality:

- a) the land and unit supply maintained by the lower-tier municipality identified in policy 1.4.1 shall be based on and reflect the allocation of population and units by the upper-tier municipality; and
- b) the allocation of population and units by the upper-tier municipality shall be based on and reflect *provincial plans* where these exist.

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.

1.5 Public Spaces, Recreation, Parks, Trails and Open Space

1.5.1 Healthy, active communities should be promoted by:

- a) planning public streets, spaces and facilities to be safe, meet the needs of pedestrians, foster social interaction and facilitate *active transportation* and community connectivity;
- b) planning and providing for a full range and equitable distribution of publicly-accessible built and natural settings for *recreation*, including facilities, parklands, public spaces, open space areas, trails and linkages, and, where practical, water-based resources;
- c) providing opportunities for public access to shorelines; and
- d) recognizing provincial parks, conservation reserves, and other protected areas, and minimizing negative impacts on these areas.

1.6 Infrastructure and Public Service Facilities

1.6.1 *Infrastructure* and *public service facilities* shall be provided in an efficient manner that prepares for the *impacts of a changing climate* while accommodating projected needs.

Planning for *infrastructure* and *public service facilities* shall be coordinated and integrated with land use planning and growth management so that they are:

- a) financially viable over their life cycle, which may be demonstrated through asset management planning; and
- b) available to meet current and projected needs.

1.6.2 Planning authorities should promote *green infrastructure* to complement *infrastructure*.

- 1.6.3 Before consideration is given to developing new *infrastructure* and *public service facilities*:
- a) the use of existing *infrastructure* and *public service facilities* should be optimized; and
 - b) opportunities for adaptive re-use should be considered, wherever feasible.
- 1.6.4 *Infrastructure* and *public service facilities* should be strategically located to support the effective and efficient delivery of emergency management services, and to ensure the protection of public health and safety in accordance with the policies in Section 3.0: Protecting Public Health and Safety.
- 1.6.5 *Public service facilities* should be co-located in community hubs, where appropriate, to promote cost-effectiveness and facilitate service integration, access to transit and *active transportation*.

1.6.6 Sewage, Water and Stormwater

- 1.6.6.1 Planning for *sewage and water services* shall:
- a) accommodate forecasted growth in a manner that promotes the efficient use and optimization of existing:
 - 1. *municipal sewage services* and *municipal water services*; and
 - 2. *private communal sewage services* and *private communal water services*, where *municipal sewage services* and *municipal water services* are not available or feasible;
 - b) ensure that these systems are provided in a manner that:
 - 1. can be sustained by the water resources upon which such services rely;
 - 2. prepares for the *impacts of a changing climate*;
 - 3. is feasible and financially viable over their lifecycle; and
 - 4. protects human health and safety, and the natural environment;
 - c) promote water conservation and water use efficiency;
 - d) integrate servicing and land use considerations at all stages of the planning process; and
 - e) be in accordance with the servicing hierarchy outlined through policies 1.6.6.2, 1.6.6.3, 1.6.6.4 and 1.6.6.5. For clarity, where *municipal sewage services* and *municipal water services* are not available, planned or feasible, planning authorities have the ability to consider the use of the servicing options set out through policies 1.6.6.3, 1.6.6.4, and 1.6.6.5 provided that the specified conditions are met.
- 1.6.6.2 *Municipal sewage services* and *municipal water services* are the preferred form of servicing for *settlement areas* to support protection of the environment and minimize potential risks to human health and safety. Within *settlement areas* with existing *municipal sewage services* and *municipal water services*, *intensification* and *redevelopment* shall be promoted wherever feasible to optimize the use of the services.

1.6.6.3 Where *municipal sewage services* and *municipal water services* are not available, planned or feasible, *private communal sewage services* and *private communal water services* are the preferred form of servicing for multi-unit/lot *development* to support protection of the environment and minimize potential risks to human health and safety.

1.6.6.4 Where *municipal sewage services* and *municipal water services* or *private communal sewage services* and *private communal water services* are not available, planned or feasible, *individual on-site sewage services* and *individual on-site water services* may be used provided that site conditions are suitable for the long-term provision of such services with no *negative impacts*. In *settlement areas*, *individual on-site sewage services* and *individual on-site water services* may be used for infilling and minor rounding out of existing development.

At the time of the official plan review or update, planning authorities should assess the long-term impacts of *individual on-site sewage services* and *individual on-site water services* on the environmental health and the character of rural *settlement areas*. Where planning is conducted by an upper-tier municipality, the upper-tier municipality should work with lower-tier municipalities at the time of the official plan review or update to assess the long-term impacts of *individual on-site sewage services* and *individual on-site water services* on the environmental health and the desired character of rural *settlement areas* and the feasibility of other forms of servicing set out in policies 1.6.6.2 and 1.6.6.3.

1.6.6.5 *Partial services* shall only be permitted in the following circumstances:

- a) where they are necessary to address failed *individual on-site sewage services* and *individual on-site water services* in existing development; or
- b) within *settlement areas*, to allow for infilling and minor rounding out of existing development on *partial services* provided that site conditions are suitable for the long-term provision of such services with no *negative impacts*.

Where *partial services* have been provided to address failed services in accordance with subsection (a), infilling on existing lots of record in *rural areas* in municipalities may be permitted where this would represent a logical and financially viable connection to the existing *partial service* and provided that site conditions are suitable for the long-term provision of such services with no *negative impacts*. In accordance with subsection (a), the extension of *partial services* into *rural areas* is only permitted to address failed *individual on-site sewage* and *individual on-site water services* for existing development.

1.6.6.6 Subject to the hierarchy of services provided in policies 1.6.6.2, 1.6.6.3, 1.6.6.4 and 1.6.6.5, planning authorities may allow lot creation only if there is confirmation of sufficient *reserve sewage system capacity* and *reserve water system capacity* within *municipal sewage services* and *municipal water services* or *private communal sewage services* and *private communal water services*. The determination of

sufficient *reserve sewage system capacity* shall include treatment capacity for hauled sewage from *private communal sewage services* and *individual on-site sewage services*.

1.6.6.7 Planning for stormwater management shall:

- a) be integrated with planning for *sewage and water services* and ensure that systems are optimized, feasible and financially viable over the long term;
- b) minimize, or, where possible, prevent increases in contaminant loads;
- c) minimize erosion and changes in water balance, and prepare for the *impacts of a changing climate* through the effective management of stormwater, including the use of *green infrastructure*;
- d) mitigate risks to human health, safety, property and the environment;
- e) maximize the extent and function of vegetative and pervious surfaces; and
- f) promote stormwater management best practices, including stormwater attenuation and re-use, water conservation and efficiency, and low impact development.

1.6.7 Transportation Systems

1.6.7.1 *Transportation systems* should be provided which are safe, energy efficient, facilitate the movement of people and goods, and are appropriate to address projected needs.

1.6.7.2 Efficient use should be made of existing and planned *infrastructure*, including through the use of *transportation demand management* strategies, where feasible.

1.6.7.3 As part of a *multimodal transportation system*, connectivity within and among *transportation systems* and modes should be maintained and, where possible, improved including connections which cross jurisdictional boundaries.

1.6.7.4 A land use pattern, density and mix of uses should be promoted that minimize the length and number of vehicle trips and support current and future use of transit and *active transportation*.

1.6.8 Transportation and Infrastructure Corridors

1.6.8.1 Planning authorities shall plan for and protect corridors and rights-of-way for *infrastructure*, including transportation, transit and electricity generation facilities and transmission systems to meet current and projected needs.

1.6.8.2 *Major goods movement facilities and corridors* shall be protected for the long term.

1.6.8.3 Planning authorities shall not permit *development* in *planned corridors* that could preclude or negatively affect the use of the corridor for the purpose(s) for which it was identified.

Date: July 29, 2020

Report To: Planning & Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: SPC06-2019 – Site Plan Control - 737 Scott Street

The Rainy River District Social Services Administration Board (RRDSSAB) is constructing a 28' by 48' storage garage with future plans to construct 12-stall parking lot at 737 Scott Street. The proposed development is intended to provide storage and parking support for the Ambulance Station which is situated directly across the street at 801 Scott Street.

In the fall of 2019, a building permit was issued to construct the foundation of the structure in attempt to get ahead of the cold weather, while the remaining site plan agreement works were finalized. The contractor was unable to beat the weather and construction ceased over the winter. The contractor has recently resumed works on the foundation and will be seeking the remaining permitting for the primary structure soon. It should be noted that the formal site plan control application and payment were submitted in July 2020.

In recent discussions with the applicant the following was made aware:

- The stormwater management plan is underway though not finalized at this time
- The construction of the commercial parking lot may not take place for 1-3 years

A draft of the site plan agreement has been attached with this report.

Historically, one of the key components to site plan control agreements is controlling stormwater from developments. Given that a stormwater management plan is still to come, the Planning and Development Executive Committee may wish to consider the following options:

1. Not to recommend approval of the site plan application until the appropriate stormwater management plan is submitted inclusive of the parking lot.
2. If the parking lot is removed from the current scope of work the committee may recommend the site plan agreement be configured around the storage garage construction, and that the applicant make future application to amend the site plan agreement with proper documentation on the parking lot including stormwater management plan.
3. That the storage garage is not subject to site plan control, and that the formal application take place when preparing for construction of the parking lot.

Respectfully submitted



Cody Vangel, EIT
Chief Building Official & Municipal Planner

APPLICATION FOR SITE PLAN CONTROL APPROVAL

Section 41 of the Planning Act, R.S.O., 1990 (as amended)

Notice of Public Record: All information and materials required in support of your application shall be made available to the public, as indicated by Section 1.0.1 of The Planning Act, R.S.O. 1990, C.P.13.

Municipal Freedom of Information and Protection of Personal Privacy: Personal information on this form is collected under the Authority of The Planning Act and will be used to process this application.

1. APPLICATION TYPE						
a) New Site Plan Control Agreement: <input checked="" type="checkbox"/> b) Amendment to existing Agreement: <input type="checkbox"/> Authorizing By-Law Number						
2. PROPERTY INFORMATION						
a) Address	737 Scott Street					
b) Tax Roll No.	5 9 - 1 2 - 0 3 0 - 0 0 1 - 11299 - 0000					
c) Legal Description	PAL B PT lot 403E PT lot 404 PLL 126010385					
d) Dimensions	Frontage	83	Depth	132	Area	10,956 sq ft
3. APPLICANT INFORMATION						
a) Applicant	Daniel McCormick				Phone 807-274-5349 ext 238	
b) Mailing Address	450 Scott Street, Fort Frances, ON				Postal Code P9A 1H2	
c) Email	dan.mccormick@rrdssab.on.ca					
4. AGENT INFORMATION (if applicable)						
a) Agent Name					Phone	
b) Mailing Address					Postal Code	
c) Email						
5. OWNER (If different from 3 above)						
a) Owner	Rainy River District Social Services Administration Board				Phone 807-274-5349	
b) Mailing Address	450 Scott Street, Fort Frances, ON				Postal Code P9A 1H2	
c) Email	dan.mccormick@rrdssab.on.ca					
Note – All communication will be sent to Application Contact unless otherwise requested						

6. MORTGAGEES, HOLDERS OF CHARGES OR OTHER ENCUMBRANCES			
a) Institution	Nil		
b) Contact/Reference	Phone		
c) Mailing Address	Postal Code		
d) Email			
7. OTHER APPLICATIONS (Complete if applicable)			
a) File Type & No.			
Details			
b) File Type & No.			
Details			
8. LAND USE			
a) Official Plan	Living Area		
b) Current Zoning	C2		
c) Current Land Use	Vacant		
9. BUILDINGS & STRUCTURES			
	Existing	Proposed	Required
a) Width		28.46 ft	
b) Length		48.46 ft	
c) Ground Floor Area		1379.17 sq ft	
d) Gross Floor Area		1379.17 sq ft	
e) Storeys (#)		1	
f) Dwelling Units(#)		0	
g) Building Height		18 ft	
h) Lot Coverage (%)		~13%	
i) Landscaped Area (%)		~ 35%	
j) Parking Spaces(#)		12	

10. APPLICANT DECLARATION

The undersigned hereby applies for Site Plan Control Approval pursuant to section 41 of the Planning Act, and hereby certifies that the information provided, together with any attachments, are true to the best of my/our knowledge, and acknowledge that all information contained herein is collected for the purpose of creating a record that is available to the general public.

July

Dated at Fort Frances this 13 day of ~~August~~ August 2020



(Signature of Owner or Agent)

(Signature of Owner or Agent)

11. APPLICANT'S AUTHORIZATION IF AGENT SUBMITTING THIS APPLICATION

I/We authorize _____ (name of agent)
to act on m/our behalf in submitting this application. This application has been submitted with my/our full
knowledge and endorsement

(Signature of Owner or Applicant)

NOTE

**APPROVAL OF A SITE PLAN DOES NOT RELIEVE THE
OWNER TO SATISFY REQUIREMENTS OF THE ZONING BY-LAW OR
BUILDING CODE. THE OWNER MUST APPLY FOR ALL OTHER APPLICABLE
PERMITS.**

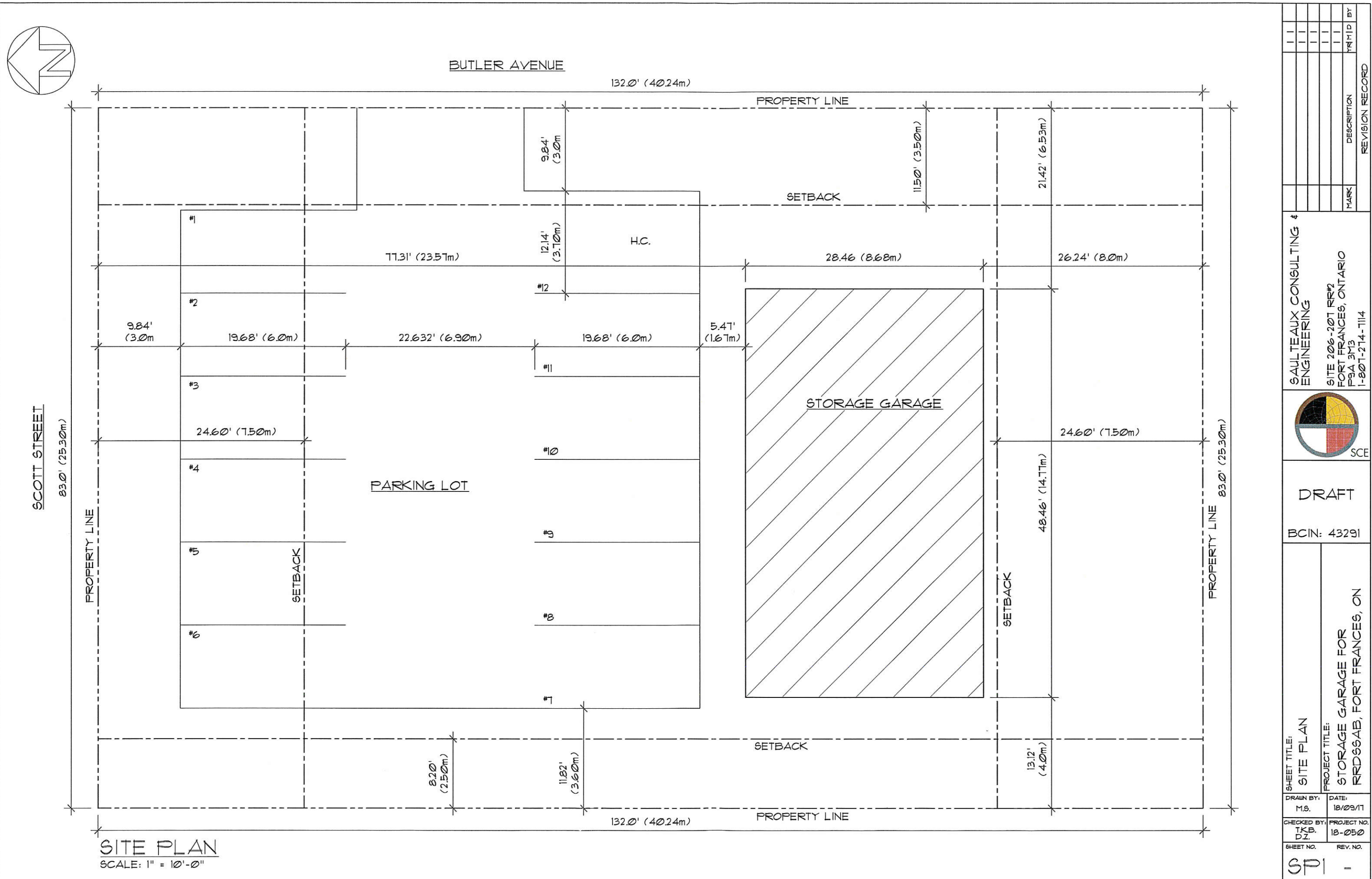
ATTACHMENT # 1
SUBMISSION REQUIREMENTS CHECKLIST

A. 1 copy of completed application with fee:

- ☐ New Site Plan Control Agreement (\$_____)
- ☐ Amendment to Site Plan Control Agreement (\$_____)

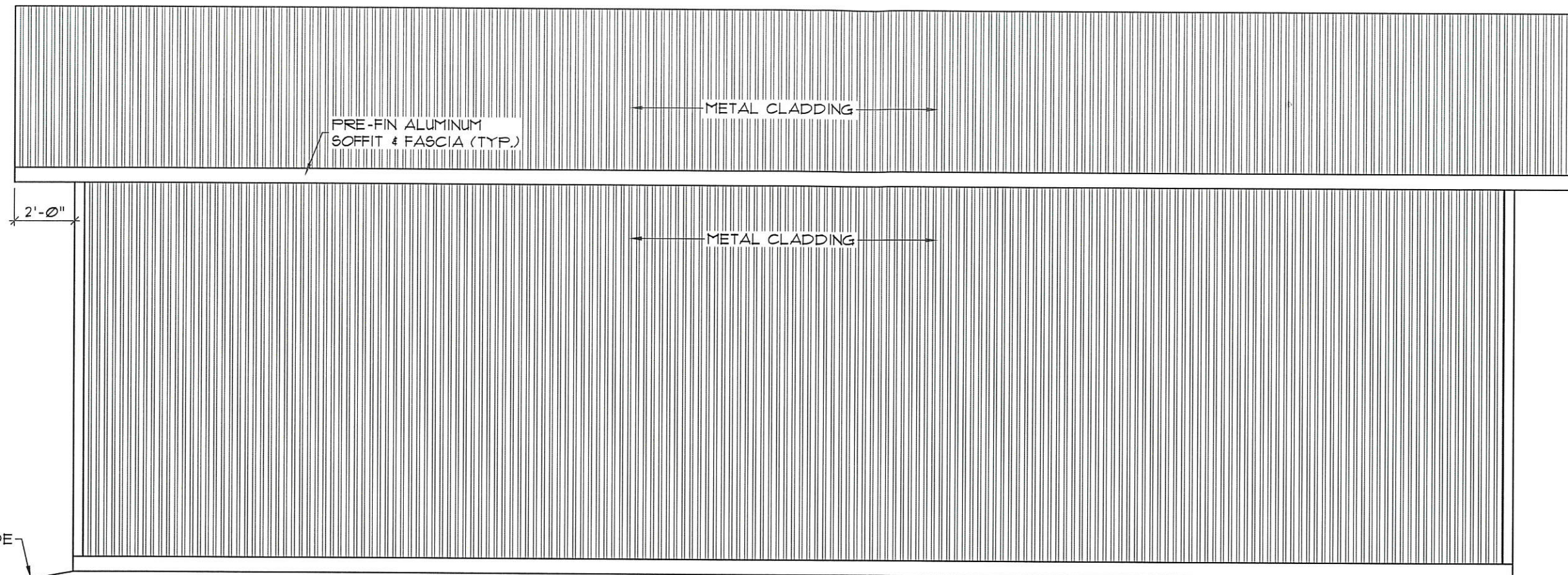
B. Site Plan prepared by professional architect or engineer with following information

- ☐ The boundaries and dimensions of the subject land.
- ☐ North arrow, scale and legend.
- ☐ Buildings to be erected or enlarged labelled with # of storeys, the size, height and location of entrances, uses, etc.
- ☐ Setbacks and separation distances between buildings/structures and lot lines
- ☐ All Parking area, spaces and aisles, loading areas and access to loading areas including number of spaces, dimensions, surface treatment, etc.
- ☐ Distance from parking areas to buildings and lot lines
- ☐ Walkways, sidewalks and curbing
- ☐ Driveways and aisles including direction of ingress and egress with dimensions
- ☐ Fire Access Route
- ☐ Lighting and orientation of lighting
- ☐ Outdoor equipment and storage (ie garbage, air conditioning, etc.)
- ☐ Location of fencing and/or screening features and details for existing or proposed
- ☐ All signs, including height and orientation
- ☐ Landscaped areas including existing landscaping features such as trees, shrubs, etc. and any landscaping proposed.
- ☐ Conceptual drainage plan indicating storm drainage routes, storm water retention areas, snow storage area(s), storm water management facilities, catch basins, swales, etc.
- ☐ Existing municipal infrastructure immediately adjacent to the site (roads, lanes, sidewalks, existing entrances, boulevard trees, fire hydrants, hydro poles, easements, etc.)

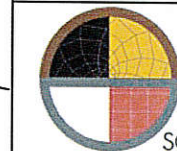
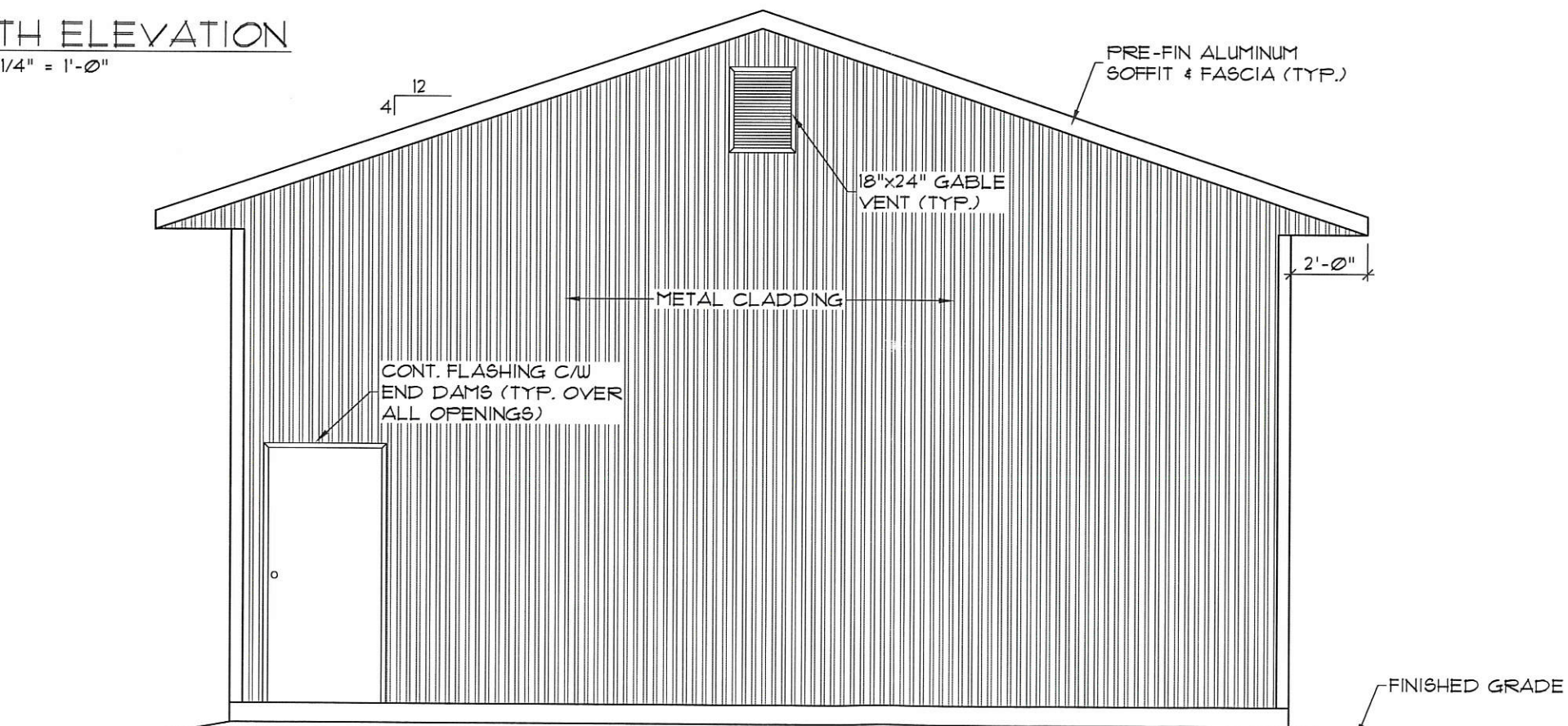


FINISHED GRADE

SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



SCE

SAUL TEAUX CONSULTING &
ENGINEERING

SITE 206-207 RR#2
FORT FRANCES, ONTARIO
P9A 3M3
1-807-274-1114

DRAFT

BCIN: 43291

SHEET TITLE:
SOUTH AND WEST ELEVATIONS

PROJECT TITLE:
STORAGE GARAGE FOR
RRDSSAB, FORT FRANCES, ON

DRAWN BY:
M.S.

DATE:
18/03/17

CHECKED BY:
T.K.B.
D.Z.

PROJECT NO.
18-050

SHEET NO.

REV. NO.

4

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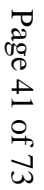
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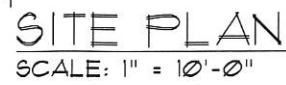
REVISION RECORD

BY


DATE



83.0' (25.30m)



REV. NO.



SITE 206-207 RR#2
FORT FRANCES, ONTARIO
P9A 3M3
1-807-274-7114

MARK	REVISION RECORD		
	ISSUED FOR TENDER/CONSTRUCTION DESCRIPTION	19 JAN 03 YR / MD	BY
			DZ

1. GENERAL NOTES:

- 1.1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 ONTARIO BUILDING CODE (AS AMENDED).
- 1.2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE THESE DRAWINGS.
- 1.3. DRAWINGS OF A LARGER SCALE SHALL TAKE PRECEDENCE OVER DRAWINGS OF A SMALLER SCALE.
- 1.4. THESE DRAWINGS ARE THE PROPERTY OF SAULTEAUX CONSULTING & ENGINEERING (SCE). UNAUTHORIZED REPRODUCTIONS OF THESE DRAWINGS IS PROHIBITED WITHOUT THE CONSENT OF SCE.

2. SOIL AND EXCAVATION:

- 2.1. EXCAVATION SHALL BE DOWN TO UNDISTURBED SOIL. REMOVE TOPSOIL AND ORGANIC MATERIAL.
- 2.2. WHERE ORGANIC MATERIAL IS ENCOUNTERED BELOW THE EXCAVATION LEVEL, EXCAVATE TO THE DEPTH OF THE MATERIAL AND REMOVE. REPLACE WITH GRANULAR "A" MATERIAL AND COMPACT TO 98% PROCTOR IN 6" LIFTS.
- 2.3. BEARING CAPACITY OF SOIL IS ASSUMED TO BE 75 KPa (1500 PSF) UNLESS OTHERWISE NOTED. FOOTINGS SHALL BEAR ON SIMILAR TYPE OF SOIL THROUGHOUT.

3. WOOD, FRAMING AND FASTENERS:

- 3.1. ALL STRUCTURAL FRAMING MEMBERS SHALL BE #1 OR #2 GRADE SPRUCE/PINE/FIR.
- 3.2. ALL WOOD IN CONTACT WITH CONCRETE SHALL EITHER BE PRESSURE TREATED OR PROTECTED BY 6 MIL CGSB VAPOUR BARRIER.
- 3.3. ALL WOOD IN CONTACT WITH THE GROUND SHALL BE PRESSURE TREATED.
- 3.4. ROOF TRUSSES SHALL BE DESIGNED AND APPROVED BY A PROFESSIONAL ENGINEER LICENSED IN ONTARIO, AND ACCOMPANIED BY STAMPED DRAWINGS. BRACING SHALL BE INSTALLED AS PER TRUSS SHOP DRAWINGS. SUBMIT SHOP DRAWINGS TO SCE FOR REVIEW PRIOR TO FABRICATION.
- 3.5. ANCHOR BOLTS SHALL BE MIN. 1/2" DIA. x 7" LONG SIMPSON WEDGE-ALL ANCHORS OR EQUIVALENT, SPACED AT 48" O/C.
- 3.6. ALL WINDOW AND DOOR LINTELS TO BE MIN. 2 PLY 2x10, C/W SINGLE 2x6 CRIPPLE STUD ON EITHER SIDE OF OPENING, UNLESS OTHERWISE NOTED. WHERE 3 PLY HEADERS OR ENGINEERED LINTELS ARE NOTED, THEY SHALL BEAR ON DOUBLE CRIPPLE STUDS ON EITHER SIDE OF THE OPENING.
- 3.7. USE SIMPSON STRONG TIE TRUSS CLIPS (OR EQUIVALENT) WHERE REQUIRED. INSTALL AS PER MANUFACTURERS REQUIREMENTS.

4. STEEL:

- 4.1. ALL REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 400 MPa. LAP ALL REINFORCING STEEL A MINIMUM 45 BAR DIAMETERS.
- 4.2. PROVIDE A MINIMUM OF 3" CONCRETE COVER OVER REINFORCING STEEL WHERE CONCRETE IS IN CONTACT WITH SOIL AND A MINIMUM 2" COVER ELSEWHERE.

5. CONCRETE:

- 5.1. ALL CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH OF 32 MPa.
- 5.2. WHEN THE AIR TEMPERATURE IS BELOW 5°C, CONCRETE SHALL BE KEPT AT A TEMPERATURE OF NOT LESS THAN 10°C OR MORE THAN 25°C WHILE BEING MIXED AND PLACED.
- 5.3. FOR THE FIRST 72 HOURS AFTER PLACING, CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE OF NOT LESS THAN 10°C.
- 5.4. WHEN MIXING CONCRETE, NO FROZEN MATERIAL OR ICE SHALL BE USED.

6. ENVIRONMENTAL SEPARATION:

- 6.1. INSTALL EXTERIOR WALL AND ROOF CLADDING AS PER MANUFACTURERS REQUIREMENTS.
- 6.2. WALL CLADDING TO BE WESTMAN STEEL 26 GAUGE TOUGH RIB PRE-FINISHED METAL (COLOUR TO BE SELECTED)
- 6.3. ROOF CLADDING TO BE WESTMAN 29 GAUGE TOUGH RIB METAL (GALVALUME).
- 6.4. EAVESTROUGH TO BE 5" CONTINUOUS ALUMINUM C/W DOWNSPOUTS AS SHOWN. (COLUR TO MATCH FASCIA)
- 6.5. EVERY VAPOUR BARRIER JOINT SHALL LAP NO LESS THAN 4" AND SHALL BE SEALED OR SUPPORTED BY FRAMING.
- 6.6. DRIP FLASHING SHALL BE APPLIED OVER EXTERIOR WALL OPENINGS WHERE THE VERTICAL DISTANCE FROM THE BOTTOM OF THE EAVE TO THE TOP OF THE TRIM IS MORE THAN 1/4 OF THE HORIZONTAL OVERHANG OF THE EAVE.
- 6.7. FLASHING SHALL BE INSTALLED SO THAT IT EXTENDS UPWARDS NOT LESS THAN 2" BEHIND THE AIR BARRIER AND FORMS A DRIP ON THE OUTSIDE EDGE, C/W END DAMS.


7. ENERGY EFFICIENCY REQUIREMENTS:

- 7.1. AS PER 1.1.1.1.(3)(d) OF SB-10, DIVISION 5, THE BUILDING IS NOT INTENDED FOR OCCUPANCY ON A CONTINUING BASIS DURING THE WINTER MONTHS. THEREFORE, IT IS EXEMPT FROM THE REQUIREMENTS OF SB-10 OF THE OBC (AS AMENDED).
- 7.2. RIGID INSULATION TO BE MIN. TYPE II, EXTRUDED POLYSTYRENE, WITH A MINIMUM COMPRESSIVE STRENGTH OF 15 PSI AND SHALL BE IN ACCORDANCE WITH CAN/ULC-S701 "THERMAL INSULATION, POLYSTYRENE, BOARDS AND PIPE COVERING".

8. OVERHEAD DOORS:

- 8.1. D1 AND D2 ARE TO BE OVERHEAD DOOR INSULATED SECTIONAL STEEL-BACK DOOR 470 C/W 2-24"x12" DOUBLE GLAZED WINDOWS.
- 8.2. D3 SHALL BE WAYNE DALTON GARAGE DOORS CLASSIC STEEL DOOR 9100 C/W 2-24"x12" DOUBLE GLAZED WINDOWS.

SAULTEAUX CONSULTING & ENGINEERING

SCE

BCIN: 43291

SHEET TITLE:
GENERAL NOTES

PROJECT TITLE:
STORAGE GARAGE FOR RRDSSAB
737 SCOTT ST., FORT FRANCES, ON

DRAWN BY:
M.S.

CHECKED BY:
TKB/
D.Z.

SHEET NO.
1

DATE:
19/07/03

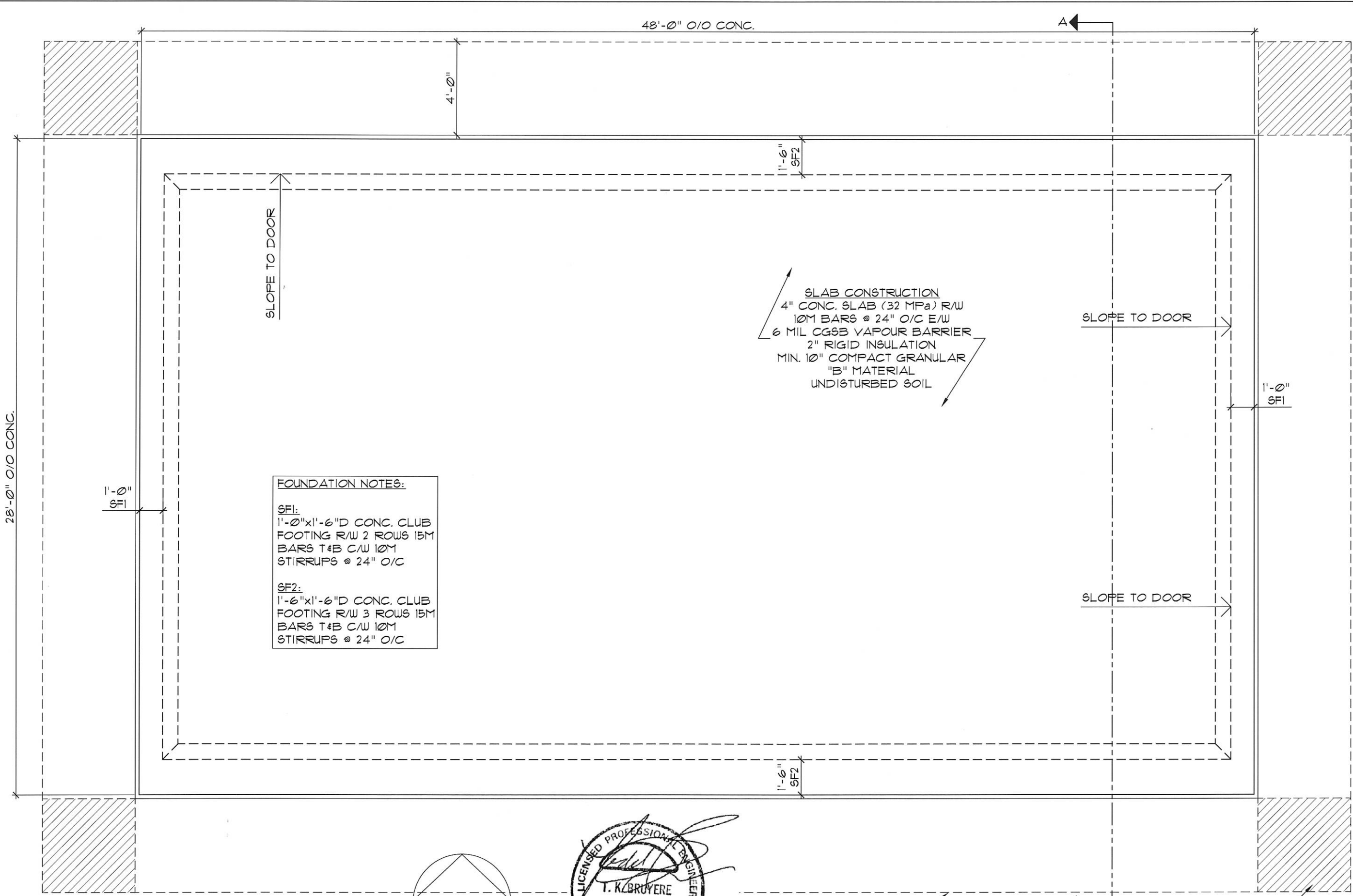
PROJECT NO.
18-050

REV. NO.
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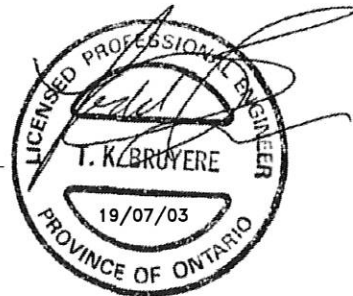
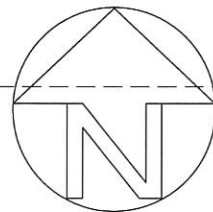
ISSUED FOR TENDER/CONSTRUCTION

DESCRIPTION

REVISION RECORD



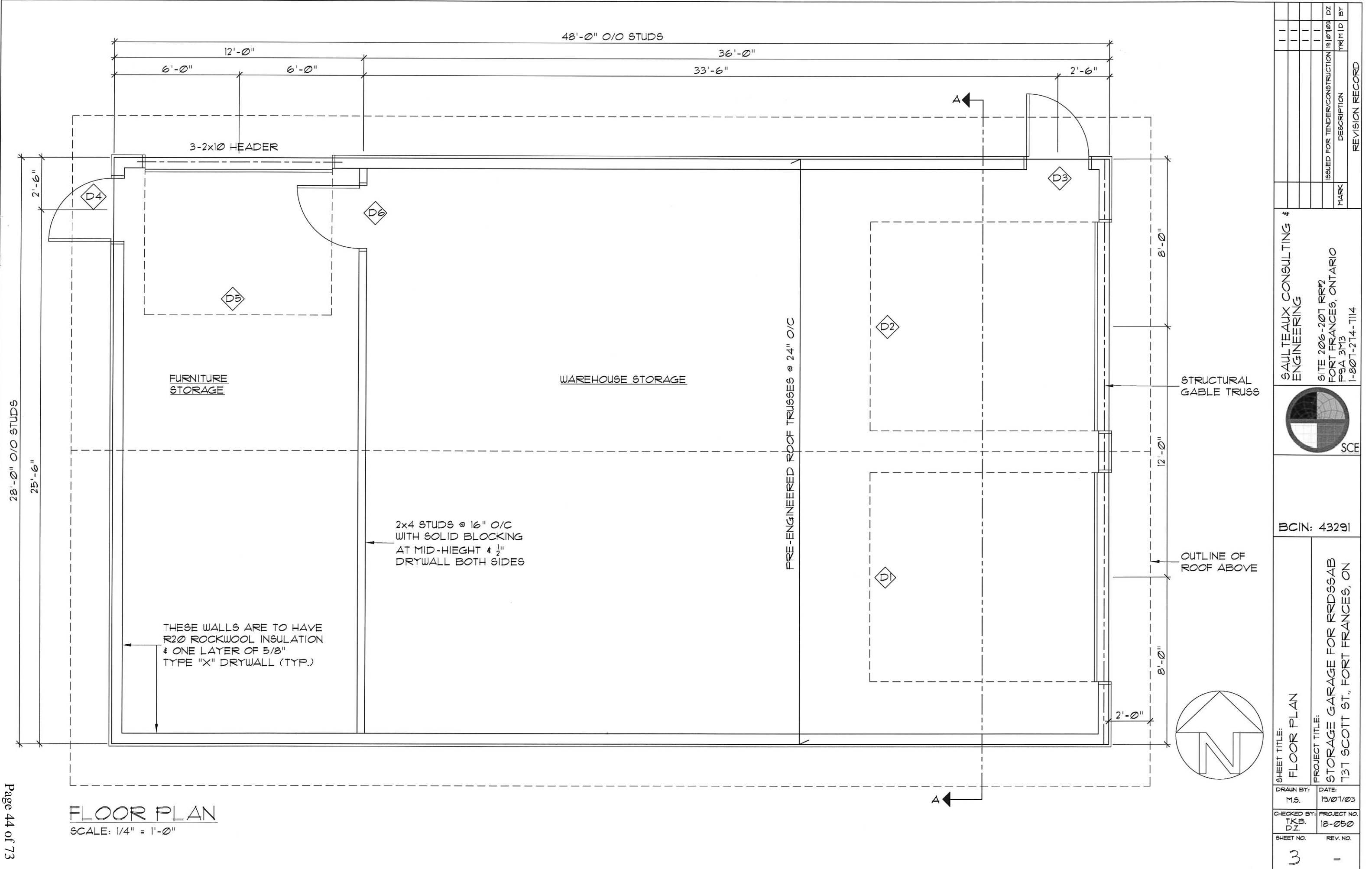
FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

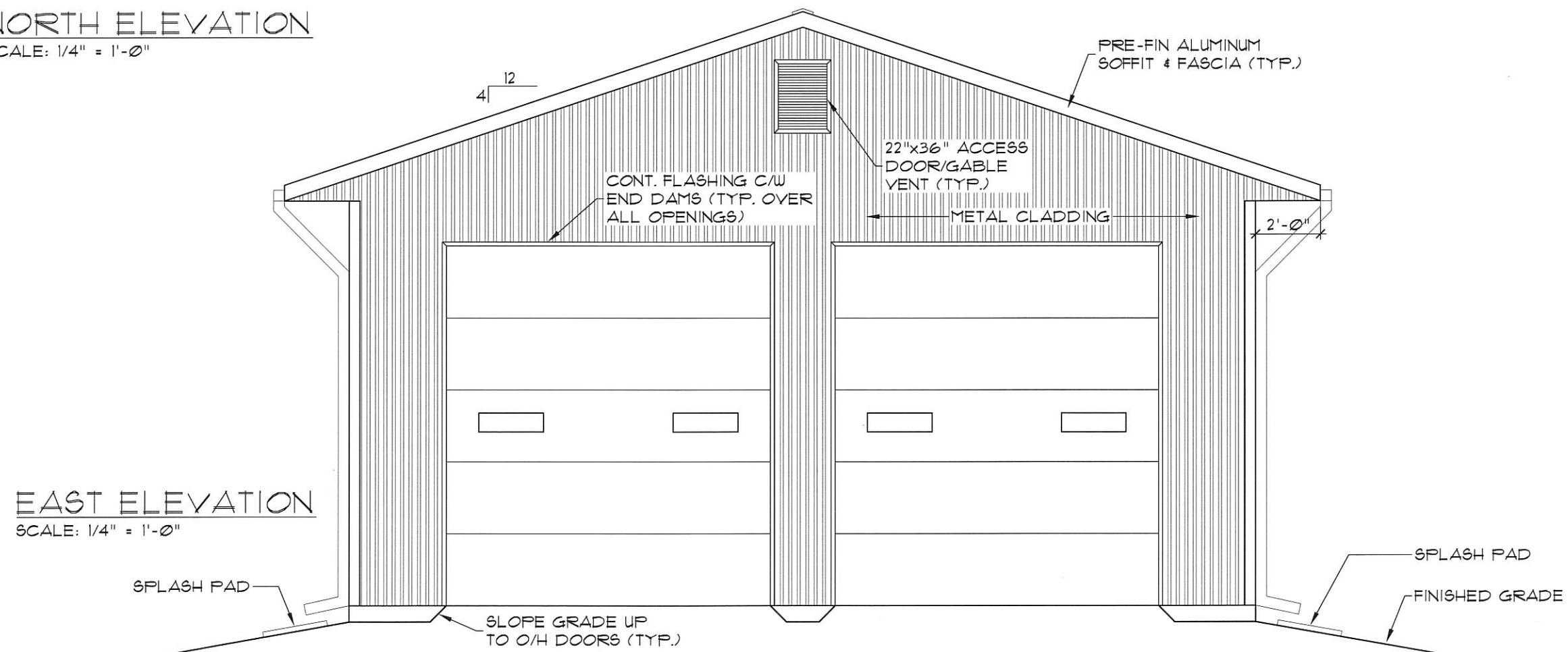
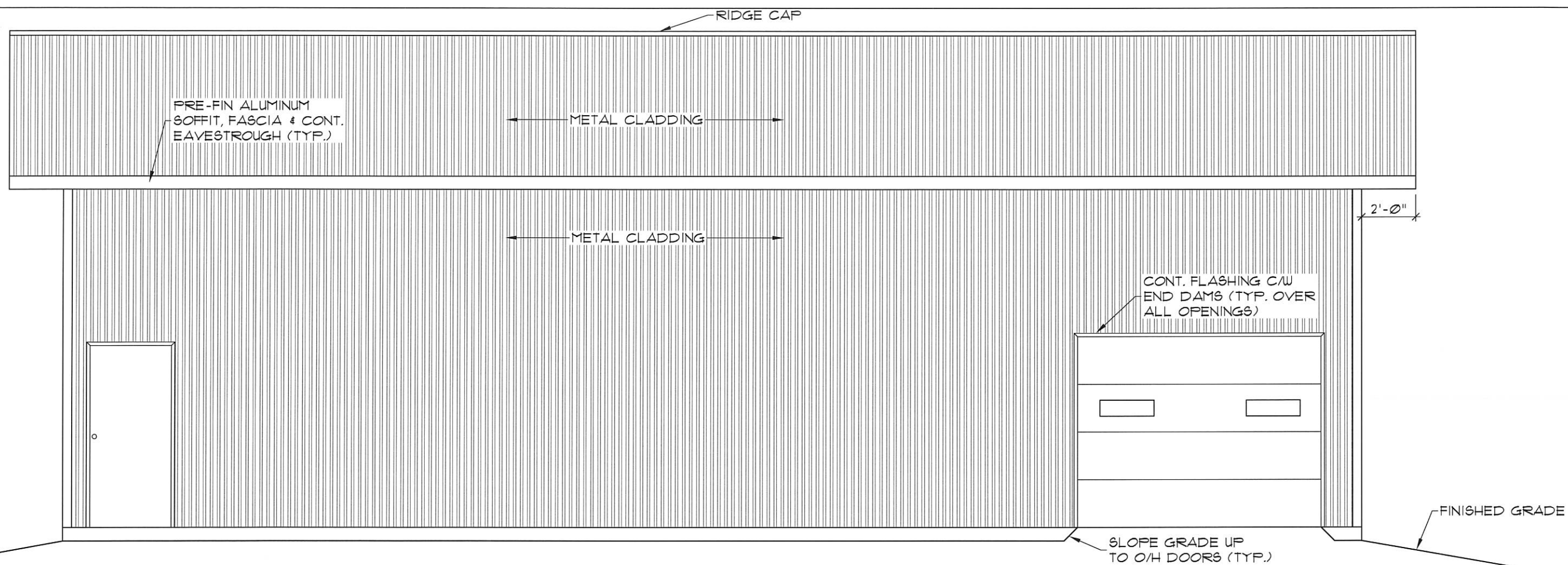


OUTLINE OF 2" THICK
RIGID INSULATION (TYP.
ALL AROUND)

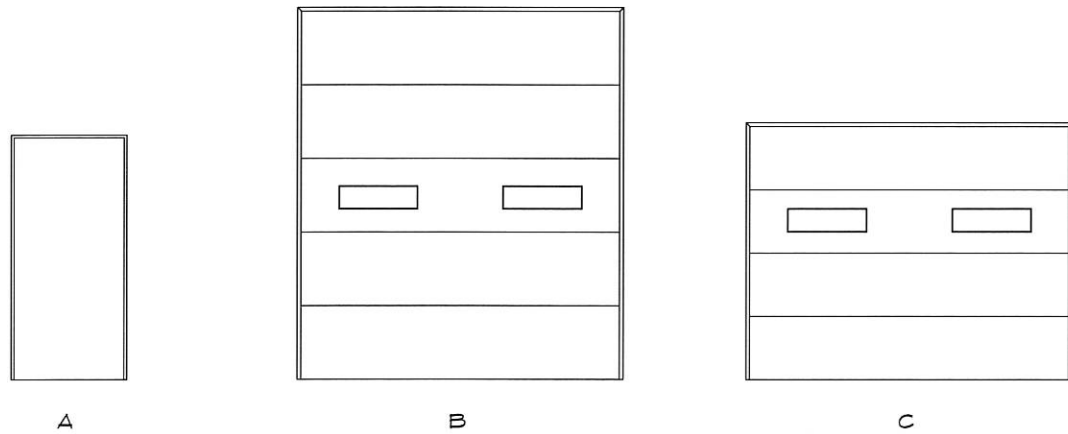
OVERLAP INSULATION
@ CORNERS (TYP.)

SHEET TITLE: FOUNDATION PLAN		PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB 131 SCOTT ST., FORT FRANCES, ON	
DRAWN BY: M.S.	DATE: 19/07/03	CHECKED BY: T.K.B. D.Z.	PROJECT NO. 18-050
SHEET NO. 2		REV. NO. =	
SAUL TEAUX CONSULTING & ENGINEERING		SITE 206-207 RR#2 FORT FRANCES, ONTARIO P9A 3M3 1-800-274-1114	
ISSUED FOR TENDER/CONSTRUCTION 19/07/03 DZ		REVISION RECORD	
MARK		DESCRIPTION	
BY		DATE	



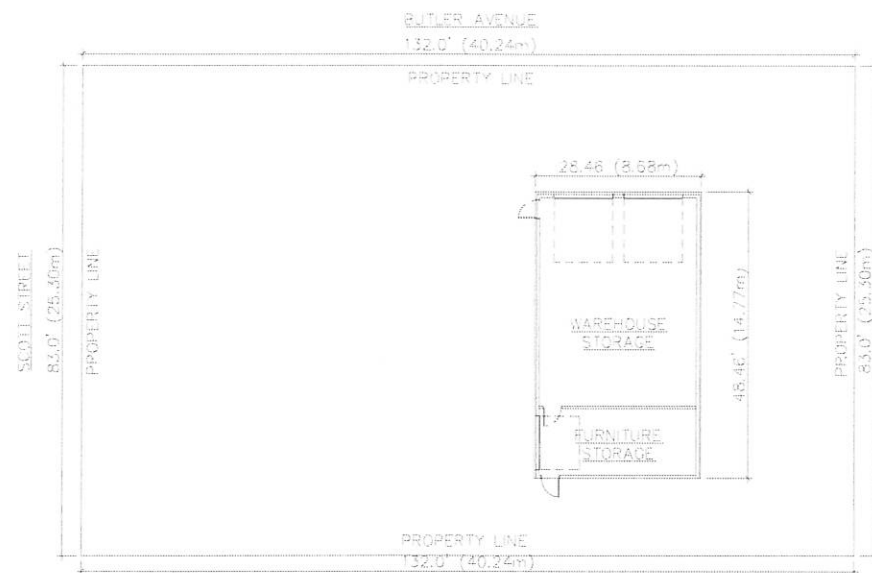
[illegible]

DOOR SCHEDULE										
DOOR								FRAME		
DOOR #	SIZE	THICKNESS	TYPE	MATERIAL	FINISH	GLAZING	DOOR HARDWARE	MATERIAL	FINISH	REMARKS
D1	10'-0"x11'-0" OVERHEAD	2"	B	INSULATED SECTIONAL STEEL	PRE-FINISHED	2-24"x12" SEALED GLASS	3" TRACK, STANDARD LIFT, 25,000 CYCLES, GALV. STEEL HINGES, BALL BEARING ROLLERS, WEATHERSTRIPPING, CHAIN HOIST, SLIDE LOCK W/ INTERLOCK SWITCH FOR OPERATOR	METAL CLAD WOOD	PRE-FINISHED	INSTALL LIFTMASTER MODEL RBH1511 3/4 HP. HEAVY DUTY JACKSHAFT OPERATOR C/W PHOTO EYES, SOLENOID BRAKE, CHAIN HOIST BACKUP AND TWO (2) REMOTES
D2	10'-0"x11'-0" OVERHEAD	2"	B	INSULATED SECTIONAL STEEL	PRE-FINISHED	2-24"x12" SEALED GLASS	3" TRACK, STANDARD LIFT, 25,000 CYCLES, GALV. STEEL HINGES, BALL BEARING ROLLERS, WEATHERSTRIPPING, CHAIN HOIST, SLIDE LOCK W/ INTERLOCK SWITCH FOR OPERATOR	METAL CLAD WOOD	PRE-FINISHED	INSTALL LIFTMASTER MODEL RBH1511 3/4 HP. HEAVY DUTY JACKSHAFT OPERATOR C/W PHOTO EYES, SOLENOID BRAKE, CHAIN HOIST BACKUP AND TWO (2) REMOTES
D3	3'-0"x7'-0"	1 3/4"	A	HOLLOW METAL INSULATED	PAINT		LOCKSET, 1 1/2 PR. NRP HINGES, DOOR CLOSER, WEATHERSTRIPPING, DOOR SWEEP, THRESHOLD	PRESSED STEEL FRAME	PAINT	
D4	3'-0"x7'-0"	1 3/4"	A	HOLLOW METAL INSULATED	PAINT		LOCKSET, 1 1/2 PR. NRP HINGES, DOOR CLOSER, WEATHERSTRIPPING, DOOR SWEEP, THRESHOLD	PRESSED STEEL FRAME	PAINT	
D5	9'-0"x7'-0" OVERHEAD	2"	C	INSULATED SECTIONAL STEEL	PRE-FINISHED	2-24"x12" SEALED GLASS	STANDARD GARAGE DOOR HARDWARE	METAL CLAD WOOD	PAINT	LIFTMASTER 8165W OVERHEAD DOOR OPERATOR
D6	3'-0"x6'-0"	1 3/4"	A	HOLLOW METAL	PAINT		PASSAGE SET, 1 1/2 PR. HINGES	PRESSED STEEL FRAME	PAINT	



Page 48 of 73

SHEET TITLE: DOOR SCHEDULE		PROJECT TITLE: STORAGE GARAGE FOR RRDSSAB T37 SCOTT ST., FORT FRANCES, ON	
DRAIN BY: M.S.	DATE: 13/07/03	PROJECT NO. 18-050	
CHECKED BY: T.K.B. D.Z.	SHEET NO. _____		
REV. NO. _____		REVISION RECORD	



SITE PLAN
1/32"=1'-0"

GENERAL NOTES:

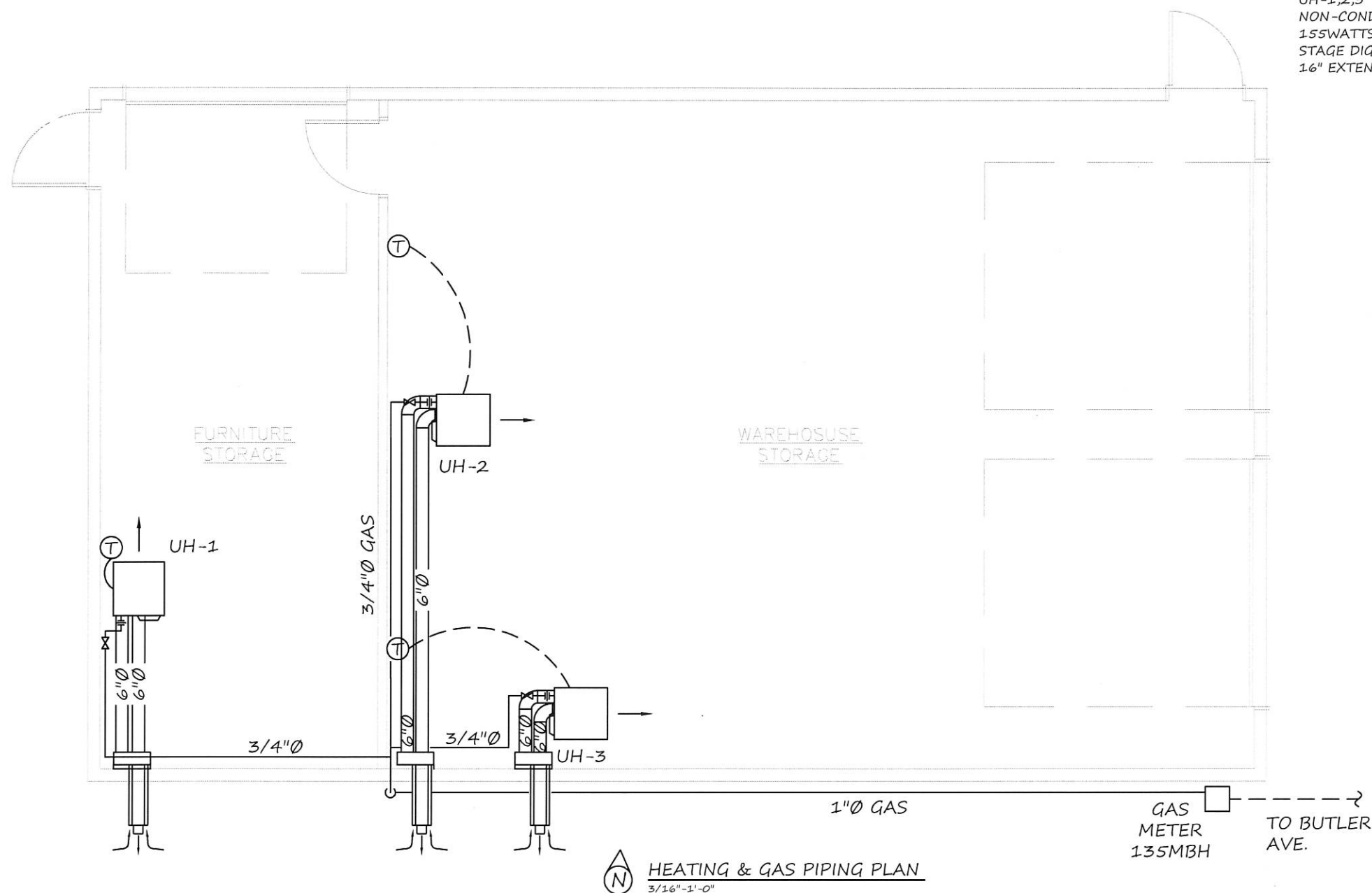
1. ALL MATERIAL SHALL BE NEW AND BE CSA APPROVED OR ULC LISTED.
2. THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS AND EQUIPMENT ARE INSTALLED IN FULL COMPLIANCE WITH THE CURRENT ONTARIO FIRE CODE AND ONTARIO BUILDING CODE.
3. PROVIDE ALL MATERIAL AND EQUIPMENT AND PERFORM ALL LABOUR REQUIRED TO INSTALL COMPLETE AND OPERABLE MECHANICAL SYSTEMS AS INDICATED ON THE DRAWINGS, AS SPECIFIED AND AS REQUIRED BY CODE.
4. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES AND INSPECTIONS.
5. INSTALL ALL MECHANICAL EQUIPMENT AND APPURTENANCES IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS, CONTRACT DOCUMENTS, AND APPLICABLE CODES AND REGULATIONS.
6. CONTRACTOR IS RESPONSIBLE FOR SEALING ALL PENETRATIONS THROUGH FIRE RATED WALLS AND ASSEMBLIES WITH RATED FIRE STOP RATED EQUAL TO THAT OF THE ADJACENT MATERIALS. ALL FIRE STOP MATERIALS AND INSTALLATION SHALL CONFORM TO UL 1479 AND ASTM E-814-10.
7. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL INSTALLED EQUIPMENT FOR APPROVAL BY ENGINEER PRIOR TO ORDERING ANY EQUIPMENT.
8. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY OR ALL DEFECTS IN WORKMANSHIP WHICH MAY ARISE FOR A PERIOD OF 12 MONTHS FROM SUBSTANTIAL COMPLETION.
9. CONTRACTOR SHALL PROVIDE 3 HARD COPIES (OR DIGITAL PDF FORMAT) OF OPERATION AND MAINTENANCE MANUALS TO THE OWNER PRIOR TO FINAL PAYMENT IS REQUESTED. THE MANUALS WILL BE APPROVED BY THE ENGINEER.

PIPING NOTES:

1. MECHANICAL CONTRACTOR TO SUBMIT REQUEST FOR ACTION TO ENBRIDGE (UNION GAS) FOR INCREASED GAS LOAD TO EXISTING METER.
2. SUPPLY & INSTALL NEW GAS PIPING SUPPORTS AT SPACING AS SPECIFIED IN TABLE 6.2 IN CSA B149.1.
3. STEEL GAS PIPE TO ASTM A53/A53M, SCHEDULE 40, SCREWED. COPPER PIPE: TO ASTM B75M.
4. INSTALL PIPING & IDENTIFICATION IN ACCORDANCE TO APPLICABLE PROVINCIAL CODES, CAN/CSA-B149.1, SUPPLEMENTED AS SPECIFIED.
5. SLOPE PIPING DOWN IN DIRECTION TO FLOW TO LOW POINTS.
6. INSTALL DRIP POINTS AT LOW POINTS IN PIPING SYSTEM. PROVIDE COMPLETE WITH BLOWDOWN VALVE I.E. MANUAL SHUT-OFF VALVE AS SPECIFIED ABOVE. MINIMUM 3" IN LENGTH FROM TEE CONNECTION IN RISER TO TOP OF VALVE. MIN. 3/4"Ø. PROVIDE COMPLETE WITH THREADED END CAP.
7. FIELD ENDING OF PIPING TO BE PROHIBITED. NESTING OF BUSHINGS TO BE PROHIBITED. UTILIZE PROPERLY SIZED REDUCING FITTINGS
8. ABOVE GROUND GAS PIPING TO BE PRIMED AND PAINTED YELLOW ALONG ITS ENTIRE LENGTH.

EQUIPMENT NOTES:

UH-1,2,3 REZNOR MODEL UDAP NATURAL-GAS FIRED UNIT HEATER. 83% EFF. NON-CONDENSING. TITANIUM-STABILIZED HEAT EXCHANGER, 629CFM, 115V, 155WATTS, 24V CONTROL. 25"Lx26"Wx12"H, 60LBS. C/W 24V TRANSFORMER, SINGLE STAGE DIGITAL WALL THERMOSTAT, SET AT 60F. HORIZONTAL DIRECT-VENT KIT, 6"Ø, 16" EXTENDED FLUE FROM WALL & THIMBLE.












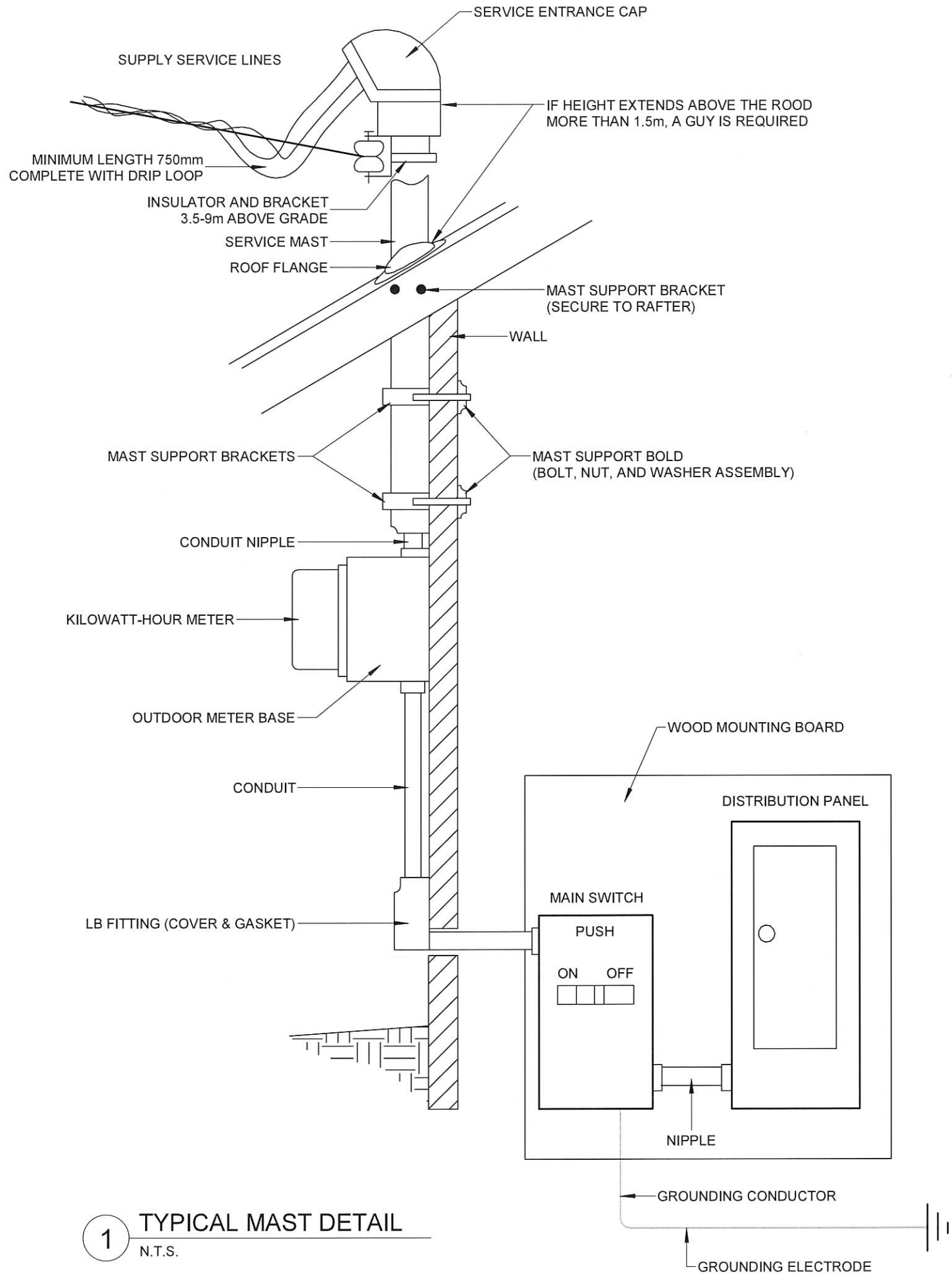
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ISSUED FOR PERMIT & TENDER	06/26/19					
Revision/Issue	MM/DD/YY					
<p>www.ableenergy.ca 807-627-4259 info@ableenergy.ca</p>						
<p>Drawing Description</p> <p>HEATING PLAN & GAS PIPING FOR NEW WAREHOUSE/STORAGE GARAGE</p>						
<p>Project Name and Address</p> <p>STORAGE GARAGE-RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD, FORT FRANCES, ON</p>						
Project	AE-1946	Sheet				
Date	JUNE 26, 2019	M-1				
Scale	AS SHOWN					

[illegible]

ELECTRICAL SYMBOLS LEGEND

NOTE: STRIKE THROUGH INDICATES MOUNTED AT COUNTER HEIGHT AT 150MM ABOVE COUNTER OR STANDARD COUNTER BACKSPLASH TO CENTERLINE.

- 
- ELECTRICAL PANEL
- 120 VAC, 15A, 1Φ, 2W + GROUND, DUPLEX RECEPTACLE. MOUNTED 450MM AFF TO CENTERLINE. LETTER DENOTES TYPE IF APPLICABLE. GFI = GROUND FAULT INTERRUPTING. H = HOSPITAL GRADE. AFI = ARC FAULT INTERRUPTING. USB = COMES WITH USB CHARGING PORTS X2. F= DEDICATED FOR REFRIGERATOR. MW = DEDICATED FOR MICROWAVE. WP = GROUND FAULT INTERRUPTING IN WEATHERPROOF WHILE IN USE ENCLOSURE. TR = TAMPER RESISTANT
- 
- 120 VAC, 15A, 1Φ, 2W + GROUND, SINGLE RECEPTACLE. MOUNTED IN CEILING
- 
- 120 VAC, 1Φ EQUIPMENT CONNECTION
- 
- 120 VAC, 1Φ EQUIPMENT CONNECTION c/w DISCONNECTION SWITCH
- 
- WALL MOUNTED "RUNNING MAN" STYLE EXIT SIGN WITH INTEGRAL BATTERY PACK AND TWO REMOTE HEADS. DARK QUADRANTS INDICATE LIT UP FACES. ARROWS INDICATE DIRECTIONAL ARROW ON SIGN FACE
- 
- CARBON MONOXIDE ALARM
- 
- WALL MOUNTED - OUTDOOR LUMINAIRE. LETTER DENOTES TYPE. SEE LUMINAIRE SCHEDULE FOR MODEL #
- 
- LED LUMINAIRE. LETTER DENOTES TYPE. SEE LUMINAIRE SCHEDULE FOR MODEL #
- 
- 120V, SINGLE POLE SWITCH



1 TYPICAL MAST DETAIL
N.T.S.

1. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED BY A PROFESSIONAL ENGINEER WITH THE LATEST APPROVED DRAWING SET MARKED "ISSUED FOR CONSTRUCTION".
2. ANY ERRORS OR OMISSIONS SHALL BE REPORTED IN WRITING TO C.D. MARTYN ENGINEERING LTD. PRIOR TO PROCEEDING.
3. DRAWINGS ARE THE PROPERTY OF THE ENGINEER OF RECORD. DO NOT REPRODUCE DRAWINGS WITHOUT PERMISSION OF THE ENGINEER OF RECORD.
4. DRAWINGS ARE NOT TO SCALE. DO NOT SCALE THE DRAWINGS. CONTRACTOR TO CHECK SITE DIMENSIONS PRIOR TO TENDER SUBMISSION AND CONSTRUCTION.

REVISION SCHEDULE		
No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26





C.D. Martyn
ENGINEERING LTD

739B Arlington Park Pl,
Kingston, Ontario K7M 8M8
O: 613 539-4199
F: 613 653-9424

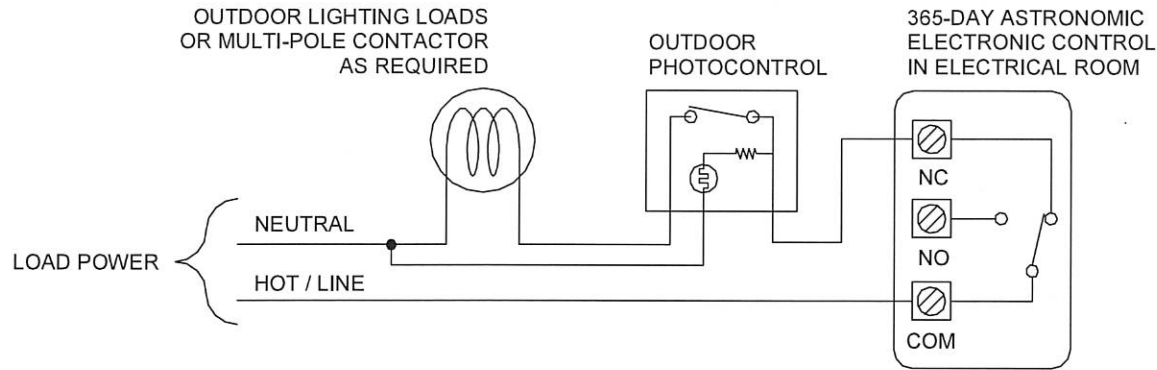
PROJECT:
STORAGE GARAGE FOR RAINY RIVER DISTRICT
SOCIAL SERVICES ADMINISTRATION BOARD
737 Scott Street, Fort Frances

PROJECT NO. 19-024

SHEET NAME:
LEGEND AND MAST DETAIL

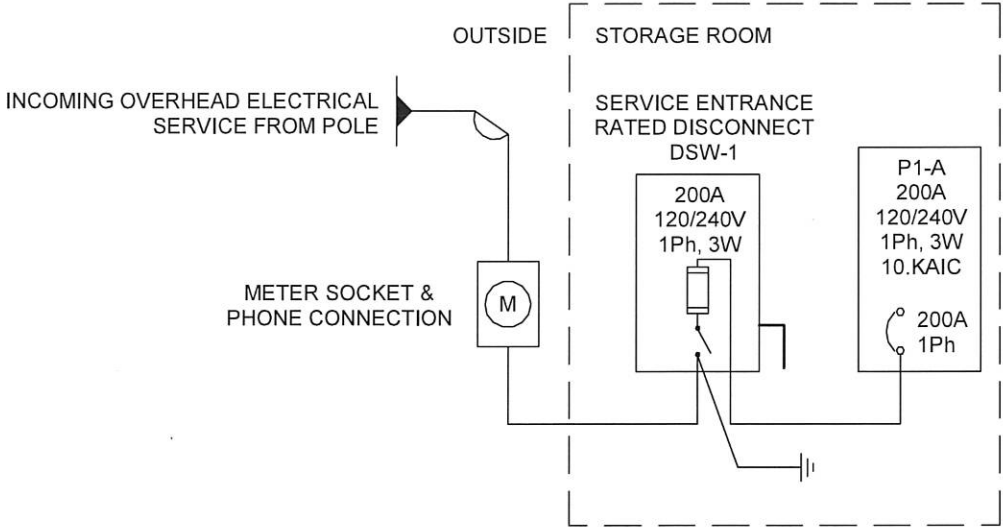
DRAWN BY: MJ	CHECKED BY: CDM
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REVISION: 0	2019-06-26	E001
SCALE: As indicated		



SEQUENCE OF OPERATION

EXTERIOR LIGHTING CONTROL TO BE AUTOMATICALLY CONTROLLED IN ACCORDANCE WITH THE LATEST APPLICABLE ASHRAE 90.1 FOR EXTERIOR LIGHTING CONTROL COMPLETE WITH **HAND-OFF-AUTO SWITCH**. PHOTO-CONTROL TO TURN LUNINAIRES ON DURING ALL LOW LIGHT CONDITIONS. 365-DAY ASTRONOMIC ELECTRONIC CONTROL TO TURN ALL OUTDOOR LIMINAIRES OFF BETWEEN MIDNIGHT OR BUSINESS CLOSING, WHICHEVER IS LATER, AND BACK ON AT 6AM OR BUSINESS OPENING, WHICHEVER IS EARLIER. THE ABILITY TO BE ADJUSTED FOR NECESSARY SECURITY MEASURES AND AHJ'S ESTABLISHED REQUIREMENTS IS REQUIRED.



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REVISION SCHEDULE		
No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

Panel: P1-A

Location: Storage

Mounting: Surface

Voltage: 120/240 Single

Phases: 1

Wires: 3

K.A.I.C. Rating: 10

Mains Type: Breaker

Minimum Mains Rating: 200 A

MCB Rating: 200 A

Wire Size	Circuit Description	Type	Trip	Pole	CCT#	A		B		CCT#	Pole	Trip	Type	Circuit Description	Wire Size
	Lighting & Exit Signs		15 A	1	1	66 VA	108 VA			2	1	15 A		Exterior Lighting	
	UH-1 - Furniture Storage		15 A	1	3			155 VA	360 VA	4	1	15 A		Receptacles - Furniture Storage	
	Receptacles - Furniture Storage		15 A	1	5	360 VA	1800 VA			6	1	20 A		Exterior Receptacle	
	Exterior Receptacle		20 A	1	7			1800 VA	1800 VA	8	1	20 A		Exterior Receptacle	
	Receptacles - Furniture Storage		15 A	1	9	360 VA	155 VA			10	1	15 A		UH-2 - Storage	
	UH-3 - Storage		15 A	1	11			155 VA	180 VA	12	1	15 A		Receptacles - Storage	
	Overhead Recept. - Furniture Storage		15 A	1	13	180 VA	0 VA			14	1	15 A		Other	
	OHD-2 - Storage		15 A	1	15			200 VA	360 VA	16	1	15 A		Receptacles - Storage	
	OHD-1 - Storage		15 A	1	17	200 VA				18					
	Receptacles - Storage		15 A	1	19			360 VA	360 VA	20	1	15 A		Receptacles - Storage	
	Receptacles - Storage		15 A	1	21	360 VA				22					
					23					24					
	Receptacles - Storage		15 A	1	25	360 VA				26					
					27					28					
	Receptacles - Storage		15 A	1	29	360 VA				30					
					31					32					
	Receptacles - Furniture Storage		15 A	1	33	360 VA				34					
					35					36					
					37		0 VA			38	1	15 A		Spare	--
--	Spare		15 A	1	39			0 VA	0 VA	40	1	15 A		Spare	--
--	Spare		15 A	1	41	0 VA	0 VA			42	1	15 A		Spare	--
						6469 VA		5730 VA							
						Total Amps: 54 A		48 A							
Minimum #12 Copper Wire U.N.O.						New Circuits - BLACK		Existing...		GFI = Ground Fault Protection AFI = Arc Fault Protection					

STAMP:



C.D. Martyn
ENGINEERING LTD

739B Arlington Park Pl,
Kingston, Ontario K7M 8M8
O: 613 539-4199
F: 613 653-9424

PROJECT:

STORAGE GARAGE FOR RAINY RIVER DISTRICT
SOCIAL SERVICES ADMINISTRATION BOARD

737 Scott Street, Fort Frances

PROJECT NO. 19-024

SHEET NAME:

SINGLE LINE DIAGRAM & PANEL SCHEDULE

DRAWN BY: MJ CHECKED BY: CDM

REVISION: 0 2019-06-26

SCALE: As indicated

E002

BUTLER AVENUE

EXISTING HYDRO POLE.
CONFIRM EXACT LOCATION.

NOTE: CONFIRM AND COORDINATE
OVERHEAD SERVICE CONNECTION WITH
FORT FRANCES POWER CORPORATION

OVERHEAD SERVICE
FROM BUTLER AVE.

METER SOCKET TO BE
LOCATED ON EXTERIOR

PROPOSED BUILDING

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REVISION SCHEDULE

No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

STAMP:



C.D. MartynTM
ENGINEERING LTD

739B Arlington Park Pl,
Kingston, Ontario K7M 8M8
O: 613 539-4199
F: 613 653-9424

PROJECT:

STORAGE GARAGE FOR RAINY RIVER DISTRICT
SOCIAL SERVICES ADMINISTRATION BOARD
737 Scott Street, Fort Frances

PROJECT NO. 19-024

SHEET NAME:
SITE PLAN

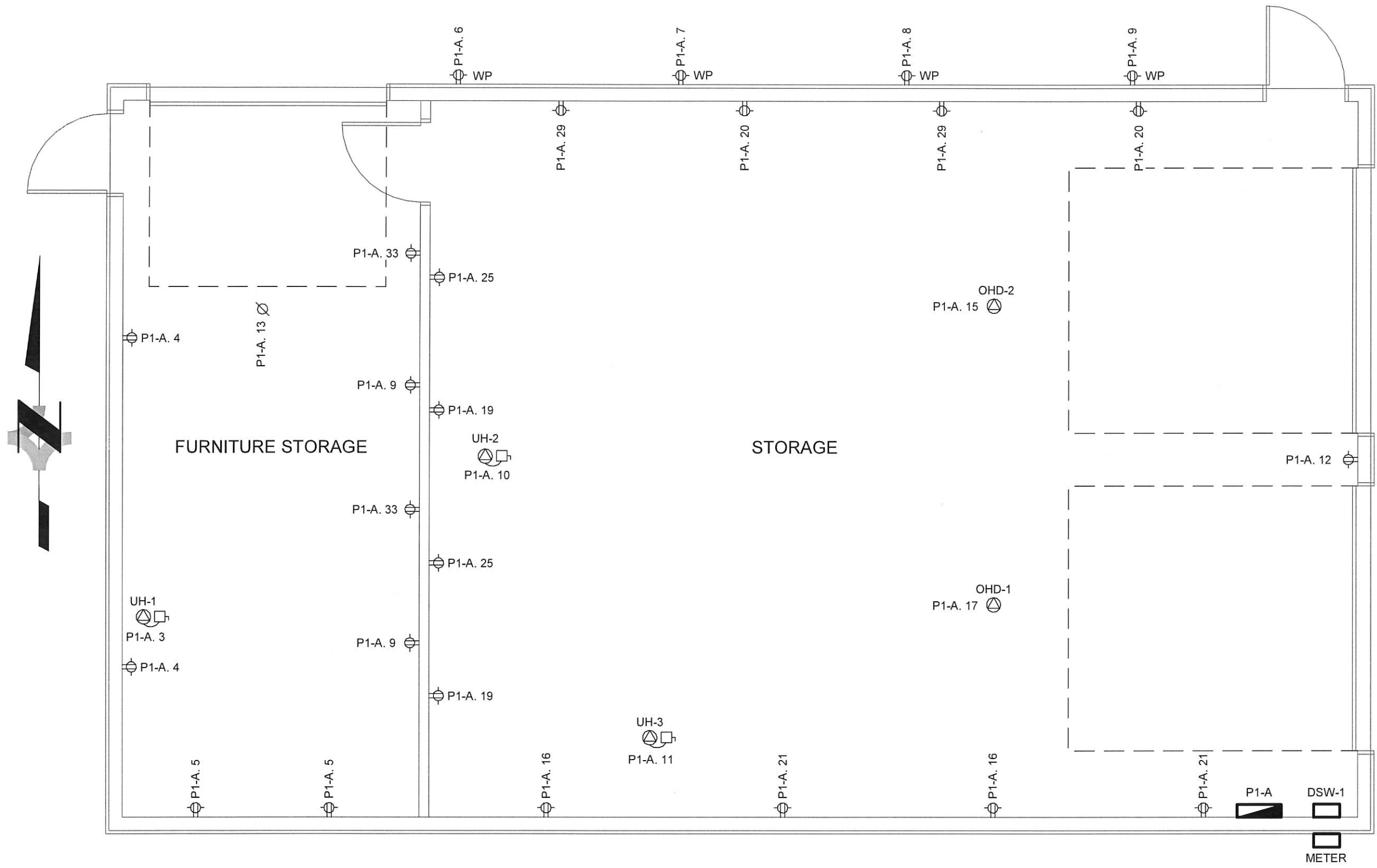
DRAWN BY: MJ CHECKED BY: C.D.M.

REVISION: 0 2019-06-26

SCALE: 3/32" = 1'-0"

E003

1 ELECTRICAL SITE PLAN
N.T.S.



1. DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS STAMPED BY A PROFESSIONAL ENGINEER WITH THE LATEST APPROVED DRAWING SET MARKED "ISSUED FOR CONSTRUCTION".
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REVISION SCHEDULE		
No.	DESCRIPTION	DATE
0	Issued for Permit & Tender	2019-06-26

STAMP:

LICENSED PROFESSIONAL ENGINEER
Jun 27, 2019
G.D.A. MARTYN
100222614
PROVINCE OF ONTARIO

C.D. Martyn
ENGINEERING LTD

739B Arlington Park Pl,
Kingston, Ontario K7M 8M8
O: 613 539-4199
F: 613 653-9424

PROJECT:
STORAGE GARAGE FOR RAINY RIVER DISTRICT
SOCIAL SERVICES ADMINISTRATION BOARD
737 Scott Street, Fort Frances

PROJECT NO. 19-024

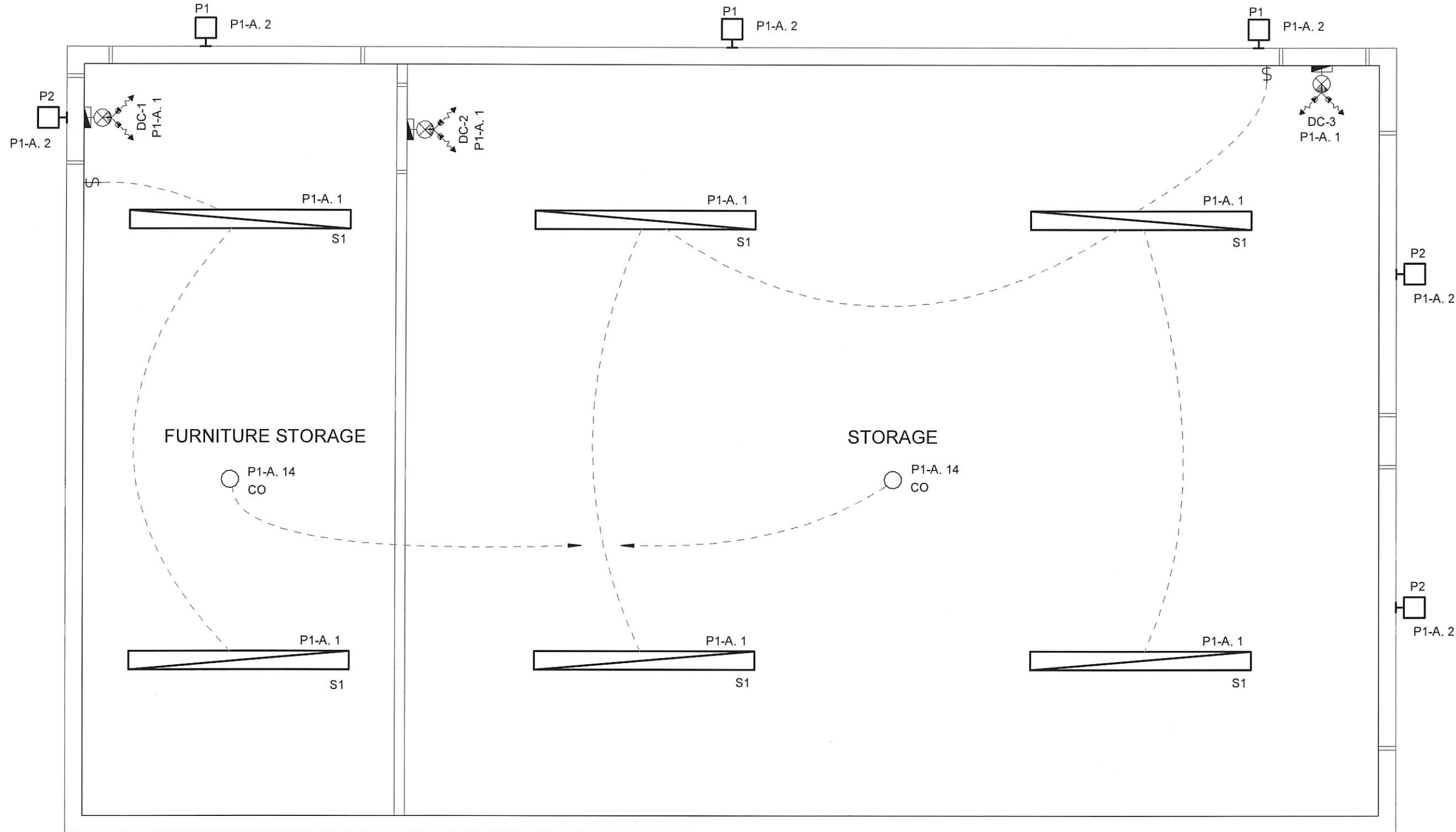
SHEET NAME:
GROUND FLOOR POWER & SYSTEMS PLAN

DRAWN BY: MJ CHECKED BY: CDM

REVISION: 0 2019-06-26
SCALE: 1/4" = 1'-0"

E100

1 GROUND FLOOR POWER AND SYSTEMS PLAN
Scale: 1/4" = 1'-0"



1 MAIN FLOOR REFLECTIVE CEILING PLAN
Scale: 1/4" = 1'-0"

LUMINAIRE SCHEDULE			
TYPE	MANUFACTURER	MODEL	COUNT
P1	COOPER LIGHTING	AXCS4ARL-GRF	3
P2	COOPER LIGHTING	XTOR1BW	3
S1	COOPER LIGHTING	8SLSTP11040DD-UNV	6

EXIT SIGN AND EMERGENCY LIGHT SCHEDULE						
DC CIRCUIT	FIXTURE TYPE	MANUFACTURER	MODEL	COUNT	WATTAGE	TOTAL
DC-1	COMBO BATTERY/ DUAL LIGHT HEAD	EMERGI-LITE	EAC1W1250 2 LJU	1	14.5 W	14.5 W
DC-2	COMBO BATTERY/ DUAL LIGHT HEAD	EMERGI-LITE	EAC1W1250 2 LJU	1	14.5 W	14.5 W
DC-3	COMBO BATTERY/ DUAL LIGHT HEAD	EMERGI-LITE	EAC1W1250 2 LJU	1	14.5 W	14.5 W

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2020.

B E T W E E N:

(the “Owner”)

- and -

The Corporation of the Town of Fort Frances
(the “Municipality”)

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a commercial parking lot and storage garage (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated _____, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the “Parties”, individually a “Party”) hereto agree one with the other as follows:

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 737 Scott Street more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor’s Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
 - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of a commercial parking lot and storage garage. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
 - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction; and
 - (ii) an occupancy permit has been issued.

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To provide fire access route signs, to locate such number of fire hydrants and size of watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (d) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (e) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (f) All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (g) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (h) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (i) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (j) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (k) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.
 - (l) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.
 - (m) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
 - (n) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
 - (o) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment,

successor branch or agency (herein, "MOE").

- (p) to file with and provide to the Municipality, forthwith upon:
- (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
- (q) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
- (r) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
- (s) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
- (t) To comply with all provisions of the Municipality's noise by-law.
- (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.

7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (a) require the Owner to comply with the terms of this Agreement; and
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action

non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and
- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the Guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

- (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
- (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
- (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.

13.
 - (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
 - (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
 - (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.

- (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

Dan McCormick, CAO
Rainy River District Social Services Administration Board
450 Scott Street
Fort Frances, Ontario
P9A 1H2

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Attention: Clerk

Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).

- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
- 22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 - 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 - 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 - 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 - 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 - 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 - 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 - 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 - 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 - 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 - 32. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

DRAFT

Schedule 1

Legal Description of Lands

PCL 403-4 SEC ALBTP; PT LT 403 TOWN PLOT ALBERTON; PT LT 404 TOWN PLOT
ALBERTON AS IN SLT46367; FORT FRANCES

PCL 403-3 SEC ALBTP; E 80 FT LT 403 TOWN PLOT ALBERTON MCIRVINE; E 80 FT LT
404 TOWN PLOT ALBERTON MCIRVINE EXCEPT SLT46367; FORT FRANCES

DRAFT

Schedule 2

Solicitor's Certificate of Ownership

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

I, _____, a Solicitor of Ontario, do hereby certify that _____ is the sole registered and beneficial owners in fee simple of the lands and premises legally described as _____

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all charges and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at _____, Ontario, this _____ day of _____, 2020.

Solicitor for the Owner

DRAFT

Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements;
 - (e) Engineer / engineering fees and disbursements;
 - (f) Planning / planner fees and disbursements;
 - (g) Municipal staff time;
 - (h) All Land title fees and charges;
 - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
 - (j) HST and any other taxes applicable on or to any of the above.

Schedule 4

List of Plans and Drawings
(Appendix 'A')

Site Plan
North and East Elevations
South and West Elevations
General Notes
Foundation Plan
Floor Plan
Building Section A, Foundation Detail
Door Schedule
Heating Plan & Gas Piping For New Warehouse/Storage Garage
Electrical Specification
Electrical Legend and Mast Detail
Electrical Single Line Diagram & Panel Schedule
Electrical Site Plan
Electrical Ground Floor Power & Systems Plan
Electrical Ground Floor Reflective Ceiling Plan

**Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.

Schedule 5
Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of \$210,000.00 = \$10,500.00
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** If project value changes, then Letter of Credit value will be amended accordingly.

DRAFT

Schedule 6

Reduction or Release of Security

Application for Reduction of Securities

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) satisfactory evidence of no construction liens filed;
 - (d) workplace safety certificate;
 - (e) statutory declaration as to accounts;
 - (f) surveyor's certificate and real property report(s); and
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.

Date: July 30, 2020

Report To: Planning & Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: SPC01-2020: Mill Demolition – Site Plan Control

2670568 Ontario Ltd. locally referred to as Riversedge Developments Inc. has made application for the demolition of multiple buildings and structures located on the locally known “Mill Property”. Demolition is intended to be conducted in three phases with completion in mid-2022. The applicant has been working closely with Town administration and other government agencies on deliverables for the demolition permits and is subsequently working towards a site plan control agreement with the Town. A formal application has yet to be submitted at this time until determination if required or not.

Historically, mayor and council have decided whether certain projects require a Site Plan Control Agreement as determined on a case by case basis. If Council chooses to act upon a Site Plan Control Agreement, a by-law will be passed, deeming the project under Site Plan Control. Plans for the project have been submitted.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Cody Vangel', with a stylized flourish at the end.

Cody Vangel, EIT
Chief Building Official & Municipal Planner