

TOWN OF FORT FRANCES

Planning & Development Executive Committee

AGENDA - October 5, 2020 at 8:30 AM

MEETING - VIRTUAL MEETING

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Conference ID: 592 263 218#

Page

1. **Call to Order**
Session #27.
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
 - 3.1 Approval of Previous Meeting Minutes. 2 - 3
 - 3.2 Approval of Amended Meeting Minutes - September 8, 2020. 4 - 5
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**
5. **In-Camera**
6. **Items Referred from Council**
7. **New Business**
 - 7.1 814 Scott Street – Site Plan Control Agreement (SPC02-2020). 6 - 55
 - 7.2 Site Plan Control Discussion. 56 - 93
8. **Outstanding Items**
 - 8.1 Draft Municipal Cannabis Policy. 94 - 102
9. **Information**
10. **Non-agenda Items**
11. **Adjourn / Next Meeting Date**
Monday October 19th, 2020.

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #26

September 21, 2020

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the VIRTUAL MEETING on September 21, 2020 from 8:30 a.m. to 9:11 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 - 8:30am

Session #26.

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

3.1 Approval of Previous Meeting Minutes.

- Amend item 9.2 title from Sight to Site. Request addition of verbiage regarding mill property to item 9.2

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

None.

5. In-Camera

None.

6. Items Referred from Council

None.

7. New Business

None.

8. Outstanding Items

8.1 Municipal Cannabis Policy Statement.

- Councillor Judson do we want to exclude schools from our policy? AGCO has final authority, and can decide within 150m. Reach out to RRDSB to see if UNFC is a stand alone school. Specify that school are provincial regulation.
- Councillor Brunetta would like to keep school 150m in policy. Okay to remove day care does not want to restrict downtown. Stick with provincial regs and keep rest open.
- Councillor McTaggart is UNFC adult learning or kids?
- Cody 150m to schools, anything else is optional. To clarify UNFC school board stance.
- Doug Brown consider MSC and town facilities, may get backlash. Up to council.
- June 4th paragraph second line - residents

8.2 Draft Zoning By-Law Amendments - Tenting.

- An overview on this item was provided to the Committee. The Committee requested minor adjustments to the proposal and subsequently asked that the proposal be sent to the Town's solicitor for review prior to proceeding. It was mentioned that upon future approval that administration will seek "short form" wording for enforcement.

- 9. **Information**
None.
- 10. **Non-agenda Items**
None.
- 11. **Adjourn / Next Meeting Date - 9:11am**
Monday October 5th, 2020.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #25

September 8, 2020

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the VIRTUAL MEETING on September 8, 2020 from 8:30 a.m. to 9:56 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, P. Briere, Committee Secretary, R. Larson, Representative for Syncor.

1. Call to Order - 0830am

Session #25.

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

3.1 Approval of Previous Meeting Minutes.

- A spelling error on the word recommend was found. Correction made and minutes reprinted and signed by the Chair and Secretary.

3.2 Approval of Amended Meeting Minutes - July 6th 2020.

- Approved as presented.

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

None.

5. In-Camera

None.

6. Items Referred from Council

6.1 Reg Consent letter from residents near Volunteer Bureau. Re: issues with use.

- A review of the letter was completed by the Committee and a discussion followed. The direction from the Committee is to continue with a draft tenting by-law to be created and a report brought back to the Committee to advise the residents of the area with an update.

7. New Business

7.1 Syncor Request to Retract SPCA From Title.

- An overview of the item was provided by the CBO/Planner and a discussion was had with the Committee and Mr Rene Larson (representative for Syncor). The Planning & Development Executive Committee is recommending to approve the request by Syncor Contracting to retract the site plan agreement from the title of PINs 56018-0199 and 56018-2279 and that all costs associated be borne by Syncor Contracting.

7.2 B4-2020 Zoning Exception - 840 Sixth Street West.

- An overview was provided by the CBO/Planner on this item and following a discussion by the Planning & Development Executive Committee it is recommended that the report be approved as presented.

7.3 Ryan Lundy – Request for Private Well and Septic Services – Eighth Street East.

- An overview of the item was provided to the Committee and after a short discussion. The Planning & Development Executive Committee is recommending to approve the report as presented with the added wording of "with limited fire services provided".

- 7.4 B3-2020: Application to Remove Holding Provision – Ryan Lundy – Eighth Street East.
- An overview of the item was provided to the Committee. After a discussion was had on this item, the Planning & Development Executive Committee is recommending to approve the report as presented.

8. Outstanding Items

- 8.1 Municipal Cannabis Policy Statement.
- An overview of the item was provided to the Committee. After a discussion was had on the item the Planning & Development Executive Committee is asking to bring the item back to the next meeting to further discuss the buffer map and have 75m buffers placed around the properties of concern and have a couple different renderings developed for the Committee to consider.

9. Information

- 9.1 Signs West Entrance to Town.
- A update/discussion was had with the Committee on this item.
- 9.2 Site Plan Control Demolition Discussion (Verbal Report from CBO/Planner).
- A discussion/update with the Committee regarding site plan control demolitions was had with Administration. An email will be sent to members of Council providing further information.

10. Non-agenda Items

None.

- 11. Adjourn / Next Meeting Date - 0956am**
September 21st, 2020.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

Date: October 5, 2020

Report To: Planning and Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

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

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

Earlier this year the developer successfully rezoned the property and amended the official plan in preparation for the development. The developer is currently in the process of demolishing the existing facility in preparation for the new project.

Attached with this report are the draft construction drawings which include the stormwater management plan. These drawings have been submitted to the internal divisions within the Town to collect comment and feedback. The final stamped drawings will come at a future date upon collection of remaining data and comments. These drawings may be subject to change upon final engineer approval.

Earlier this year a report was brought through PDEC and Council to determine if Site Plan Control would be required, and it was subsequently voted to enact the agreement. A draft copy of the agreement has been included with this report. This agreement may be subject to change upon final solicitor review.

Recommendation of this report will authorize a by-law to be passed to designate 814 Scott Street as a site plan control area and subsequently authorize the entering of the Site Plan Agreement and to allow Mayor and Clerk execute said agreement on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted



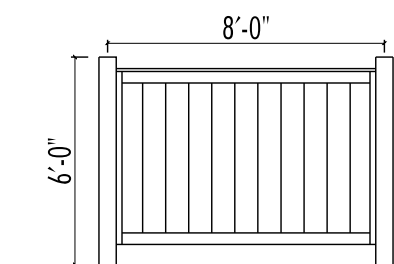
Cody Vangel
Chief Building Official & Municipal Planner

NEW MULTI-FAMILY CONSTRUCTION (814 SCOTT STREET)

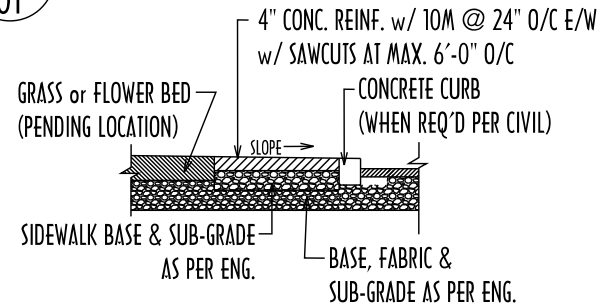
3x6=18 PLEX
16 RESIDENTIAL

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

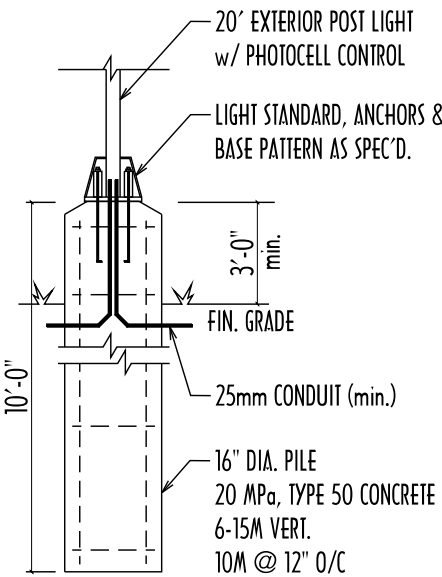
LOT = 22,400 SQ FT
BLDG FOOTPRINT = 5,358 +- SQ FT (24%)
PARKING LOT = 7,600 SQ FT (34%)
GREENSPACE = 42%



1
01 WOOD FENCE PANEL

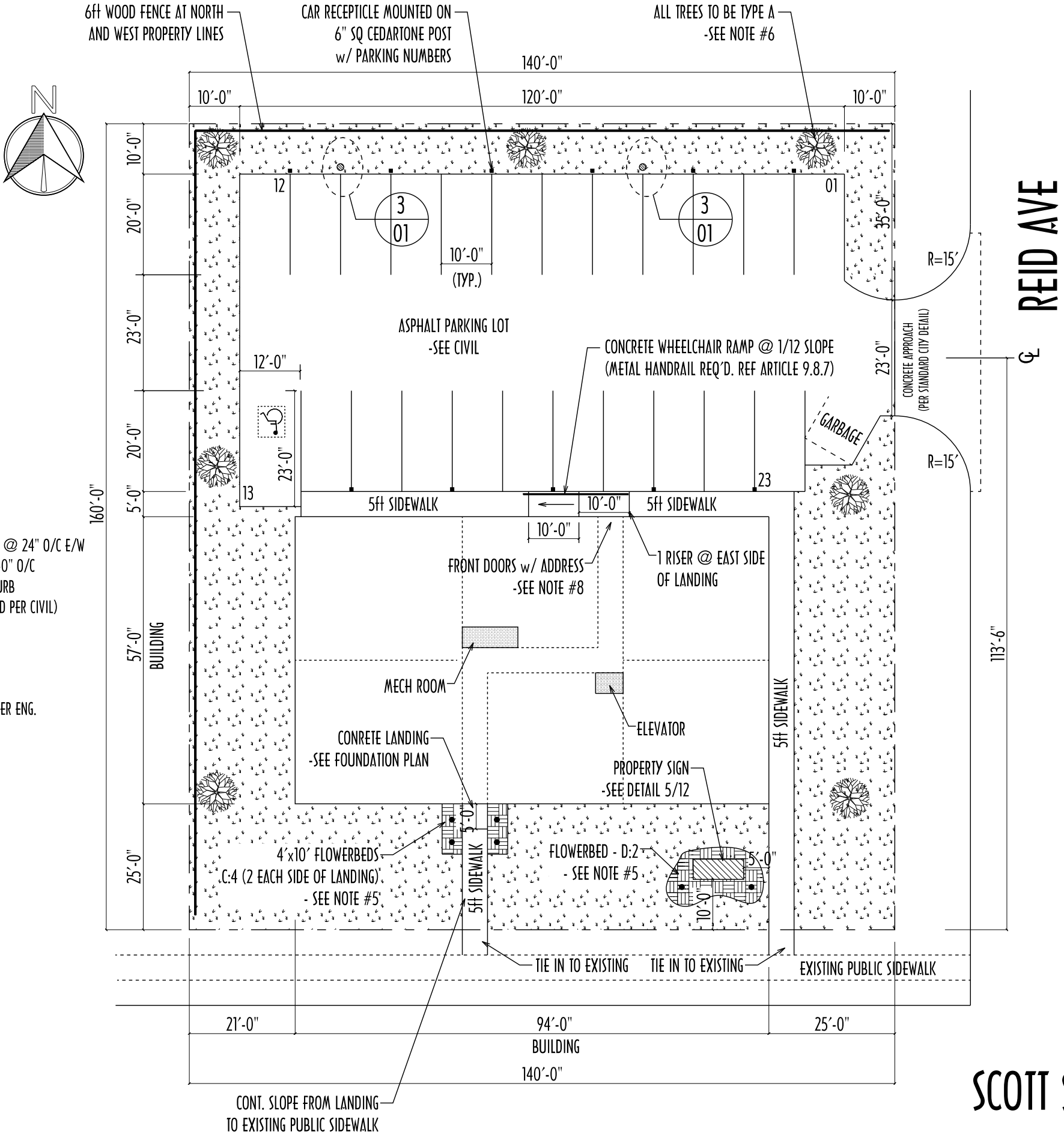


2
01 SIDEWALK DETAIL (TYP.)



3
01 LIGHT POST DETAIL (QTY:2)

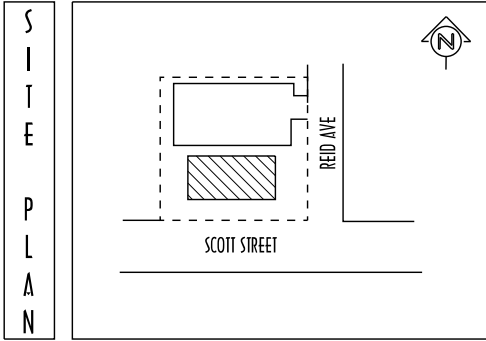
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- GENERAL NOTES:
- 1) GREENSPACE TOTALS APPROX. 8,500 SQ. FT
SIDEWALKS TOTAL APPROX. 935 SQ. FT.
PARKING LOT TOTALS APPROX. 7,600 SQ. FT.
 - 2) FINAL ENTRANCE SIGNAGE DESIGN TO BE SHOWN ON MANUFACTURER DRAWING.
 - 3) SEE PG 03 FOR FOUNDATION PLAN.
 - 4) SIDEWALKS TO BE 5'-0" WIDE AND 4" THK (TYP.) UNLESS OTHERWISE DIMENSIONED.
 - 5) FLOWER BEDS TO BE FILLED WITH 3" MULCH AND SURROUNDED BY PLASTIC EDGING. TO BE SHAPED IN A VISUALLY PLEASING DESIGN.
 - 6) ALL TREES TO BE SURROUNDED BY APPROX. 30" DIA. OF MULCH (3" THICK) AND PLASTIC EDGING.
 - 7) UNLESS INDICATED OTHERWISE, ALL AREAS TO RECIEVE LANDSCAPING AND GRASS EXCEPT FOR THE PARKING LOT, FLOWERBEDS, & SIDEWALKS.
 - 8) BOTH EXTERIOR ENTRY DOORS TO HAVE DECAL WITH THE ADDRESS "814" CENTERED ON GLASS FONT TO BE "ARIAL BOLD", WHITE, AT 3.5" HIGH
 - 9) SIDEWALKS TO BE 4" THK w/ 32MPA CONCRETE

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

DRAWING REVISIONS		
Rev #	Date	Revision
1	mm/dd/yyyy	description here...
2		
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- This drawing not to be scaled
- This drawing is the exclusive property of Hillside Construction Inc. and shall not be reproduced without written permission.
- Hillside Construction Inc. will take no responsibility for errors, deviations, or omissions on any drawing. Any errors, deviations or omissions that may occur are to be reported.
- Subtrades shall verify drawings with Hillside Construction Inc. before commencing work.

HILLSIDE CONSTRUCTION

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

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

BUILDING CLASSIFICATION CODE: 2011 BUILDING CODE (INCLUDING THE ENERGY CODE AMENDMENT) MAJOR OCCUPANCY PART 9 - HOUSING & SMALL BUILDINGS ARTICLE 1.3.3.2 1) c) NEW CONSTRUCTION: TOTAL FLOORS ABOVE GRADE: 3 TOTAL AREA: 15,040 SQ. FT L1 FLOOR AREA: 5,070 SQ. FT L2 FLOOR AREA: 5,070 SQ. FT L3 FLOOR AREA: 4,900 SQ. FT SOUND CONTROL: EVERY DWELLING UNIT SHALL BE SEPERATED FROM THE OTHER BY A CONSTRUCTION PROVIDING A SOUND TRANSMISSION CLASS (STC) RATING OF AT LEAST 50 ARTICLE 9.11.2.1 FIRE RESISTANT RATING REQUIREMENTS: 2 HOUR FIRE WALL DIVIDING THE BUILDING ARTICLE 3.1.10.2	SEPERATION OF EXITS SHALL BE 45 MIN. ARTICLE 9.9.4.2 LOAD BEARING WALLS, COLUMNS AND ARCHES: 45 MIN. RATING ROOF ASSEMBLY: NO RATING FLOOR ASSEMBLY: 45 MIN. RATING ARTICLE 9.10.8.1 & 9.10.8.3 SEPERATION OF RESIDENTIAL OCCUPANCIES IS 1 HOUR ARTICLE 9.10.9.11 SEPERATION OF PUBLIC CORRIDORS IS 45 MIN. ARTICLE 9.10.9.15 SEPERATION OF STORAGE/UTILITY ROOMS SHALL BE 45 MIN. ARTICLE 9.10.10.6 A SMOKE ALARM SHALL BE INSTALLED IN EACH UNIT SO THAT EACH BEDROOM IS PROTECTED BY A SMOKE ALARM EITHER INSIDE THE BEDROOM OR, IF OUTSIDE, WITHIN 5m, MEASURED FOLLOWING CORRIDORS AND DOORWAYS, OF THE BEDROOM DOOR. ARTICLE 9.10.19.1 & 9.10.19.2 FULLY SPRINKLERED: NO LOADBEARING STRUCTURES: FRR NOT LESS THAN SUPPORTED ASSEMBLY
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GENERAL NOTES 1) CONTRACTORS TO REVIEW ALL DRAWINGS, WITH ANY DESCREPANCIES BROUGHT TO THE ATTENTION OF HILLSIDE PRIOR TO TENDER CLOSING. THIS SHALL INCLUDE STRUCTURAL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND CIVIL DRAWINGS. 2) TRADES REQUIRED TO SEAL ALL PENETRATIONS THROUGH RATED ASSEMBLIES w/ A ULC LISTED FIRE STOP SYSTEM THROUGH ALL VERTICAL PARTITIONS AND FLOOR FIRE SEPERATIONS TO MAINTAIN THE INTEGRITY OF THE REQ'D FIRE SEPERATION TO ALL AREAS. 3) ALL WORK TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF APPLICABLE CODES AND REGULATIONS IN EFFECT IN THE PLACE OF WORK.
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DOOR SCHEDULE									
GENERAL NOTES: 1) THE DOOR SCHEDULE IS TO BE READ IN CONDUCTION WITH THE DRAWINGS. DISCREPANCIES ARE TO BE BROUGHT TO HILLSIDE CONSTRUCTION PRIOR TO TENDER CLOSING. 2) CONFIRM ALL OPENING SIZES ON SITE. 3) INTERIOR SUITE DOORS ARE SIZED AT EACH LOCATION ON FLOORPLANS. TO BE PAINTED HOLLOW CORE WOOD, STYLE PER CUSTOMER SELECTION 4) HARDWARE GROUPS ARE CONSIDERED TO BE ONE PER DOOR (U.N.O.) DOUBLE DOORS REQUIRE TWO SETS. 5) DOOR FRAME THROAT DEPTH TO BE WIDE ENOUGH TO ENCASE THE ENTIRE WALL UNLESS DETAILED OTHERWISE. 6) CALUK ALL DOOR FRAMES PRIOR TO PAINTING 7) ALL LOCKSETS TO BE KEYED TO BUILDING MASTER KEY. (2 KEYS PER LOCKSET) 8) ALL METAL DOORS TO BE PAINTED (U.N.O.)									
DOOR						FRAME		FIRE LABEL	REMARK NOTES
DOORS ARE SUGGESTED SIZES. OWNER/CONTRACTOR TO VERIFY STYLES, OPERATION & ROUGH OPENING.									
NO.	LOCATION	R.O.	THK.	STYLE	MATERIAL	TYPE	MATERIAL		
D01	EXTERIOR COMMON ENTRY	34-1/4" x 82-1/8"	1 3/4"	C	METAL	METAL	METAL	20	1,2,3,4,5,6
D02	SUITE ENTRY	38-1/4" x 82-1/8"	1 3/4"	B	METAL	METAL	METAL	20	1,4,7
D03	DECK	34-1/4" x 82-1/8"	1 3/4"	G	METAL	WOOD	WOOD	20	5
D04	EXTERIOR COMMON -EXIT ONLY	34-1/4" x 82-1/8"	1 3/4"	C	METAL	METAL	METAL	20	1,4,5
D05	CORRIDOR STORAGE	34" x 81"	1 3/4"	E	METAL	KNOCK DOWN	METAL	45	1,4
D06	HALLWAY EXITS	37-3/4" x 81"	1 3/4"	C	METAL	KNOCK DOWN	METAL	45	1,7
D07	COMMON MECH / ELEV. RM	37-3/4" x 81"	1 3/4"	E	METAL	KNOCK DOWN	METAL	45	1,4
D08	CORRIDOR TO CORRIDOR	70-1/2" x 82-1/2"	1 3/4"	D	METAL	KNOCK DOWN	METAL	70	

DOOR STYLES

A

B

C

D

E

F

G

H

VARIOUS DOOR STYLES SHOWN. REFER TO DOOR SCHEDULE
ABOVE TO DETERMINE IF EACH DOOR STYLE REQ'D FOR THIS PROJECT

REMARK NOTES:

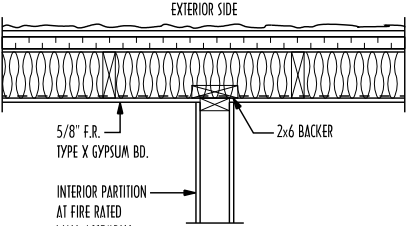
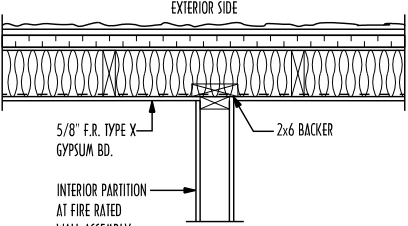
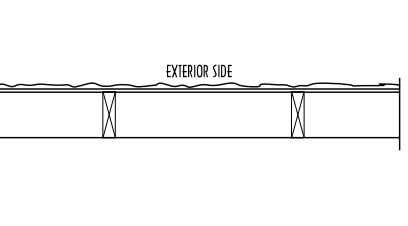
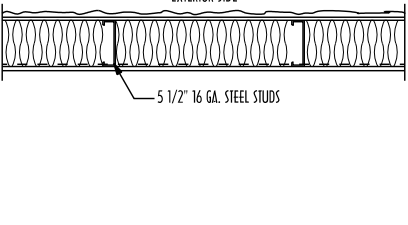
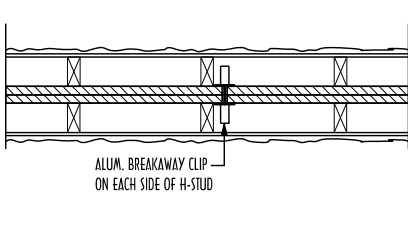
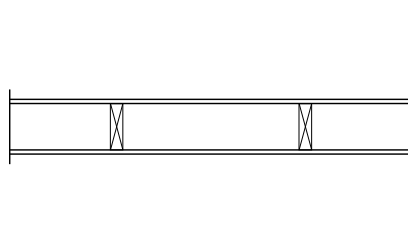

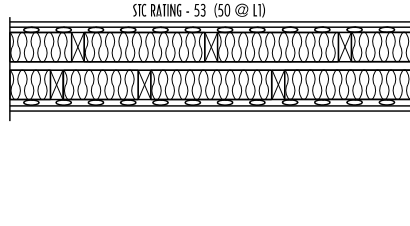
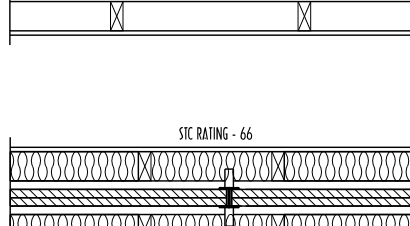
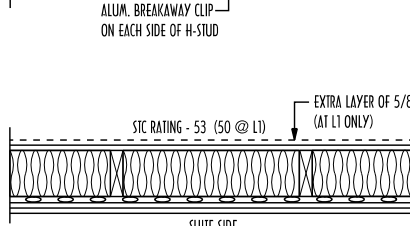
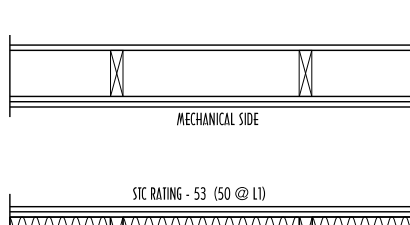
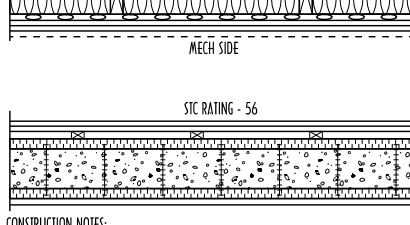
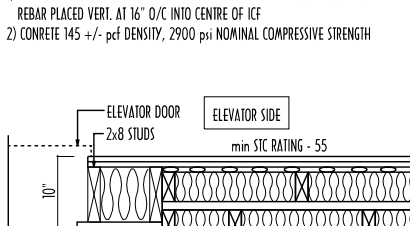

- 1) PROVIDE CLOSER & DOORSTOP
- 2) PROVIDE POWER OPERATOR SYNC'D TO INTERCOM SYSTEM
- 3) PROVIDE GUARD RAIL ON HINGE SIDE TO PROTECT FROM DOOR SWING
- 4) LOCK & KEY REQ'D
- 5) WEATHERSTRIPPING

(cont'd)

- 6) ELECTRIC STRIKE SYNC'D TO INTERCOM
- 7) SMOKE SEAL

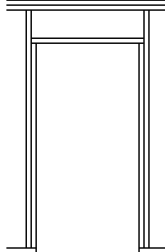
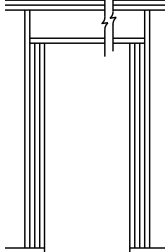
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WALL SCHEDULE																															
A	LOAD BEARING WALL - 1 HOUR RATING -EXTERIOR FINISH AS INDICATED ON ELEVATIONS -STUCCO WIRE (FOR STUCCO/CULTURED STONE FINISHES ONLY) -1x4 VERTICAL STRAPPING @ 24" O/C -2 LAYERS OF TYPAR WRAP C/W TUCK TAPE (BLUEGOO @ WINDOWS) -1.5" CONTINUOUS RIGID INSULATION (R-7.5) -7/16" O.S.B. WALL SHEATHING -2x6 SPR. #2 STUDS @ 12" O/C @ L1 -2x6 SPR. #2 STUDS @ 16" O/C @ L2 -2x6 SPR. #2 STUDS @ 24" O/C @ L3 -R-22 INSULATION (R20 INSULATION @ L3) -6 MIL POLY VAPOUR BARRIER (CCSB) -5/8" TYPE X GYPSUM BOARD			B	NON-LOAD BEARING WALL - 1 HOUR RATING -EXTERIOR FINISH AS INDICATED ON ELEVATIONS -STUCCO WIRE (FOR STUCCO/CULTURED STONE FINISHES ONLY) -1x4 VERTICAL STRAPPING @ 24" O/C -2 LAYERS OF TYPAR WRAP C/W TUCK TAPE (BLUEGOO @ WINDOWS) -1.5" CONTINUOUS RIGID INSULATION (R-7.5) -7/16" O.S.B. WALL SHEATHING -2x6 SPR. #2 STUDS @ 12" O/C @ L1 -2x6 SPR. #2 STUDS @ 16" O/C @ L2 -2x6 SPR. #2 STUDS @ 24" O/C @ L3 -R-22 INSULATION (R20 INSULATION @ L3) -6 MIL POLY VAPOUR BARRIER (CCSB) -5/8" TYPE X GYPSUM BOARD			C	LOAD BEARING EXTERIOR ACCENT WALL -EXTERIOR FINISH AS INDICATED ON ELEVATIONS -STUCCO WIRE (FOR STUCCO/CULTURED STONE FINISHES ONLY) -STUCCO WIRE (FOR STUCCO/CULTURED STONE FINISHES ONLY) -1x4 VERTICAL STRAPPING @ 24" O/C -2 LAYERS OF TYPAR WRAP C/W TUCK TAPE -7/16" O.S.B. WALL SHEATHING -2x6 SPR. #2 STUDS @ 24" O/C -2x6 PRESSURE TREATED BOTTOM PLATE WITH 1" HIGH PRESSURE TREATED 1/2" PLYWOOD			D	NON-COMBUSTIBLE WALL -EXTERIOR FINISH AS INDICATED ON ELEVATIONS -STUCCO WIRE (FOR STUCCO/CULTURED STONE FINISHES ONLY) -2 LAYERS OF TYPAR WRAP C/W TUCK TAPE (BLUEGOO @ WINDOWS) -5/8" TYPE X GLASS/ROCK EXTERIOR WALL SHIT. -5 1/2" 16 GA. STEEL STUDS @ 16" O/C -R-20 INSULATION -6 MIL. CCSB POLY V.B. -5/8" TYPE X GYPSUM WALL BOARD			E	PATIO/BALCONY FIRE WALL - 2 HOUR RATING -EXTERIOR FINISH AS INDICATED ON ELEVATIONS -STUCCO WIRE (FOR STUCCO/CULTURED STONE FINISHES ONLY) -2 LAYERS OF TYPAR WRAP C/W TUCK TAPE -7/16" O.S.B. WALL SHEATHING -2x4 STUDS @ 16" O/C -2x4 HORIZ. BLOCKING AT BREAKAWAY CLIP -1" AIR SPACE -2 LAYERS 1" DENSGLASS ULTRA SHAFTLINER PANEL -1" AIR SPACE -2x4 STUDS @ 16" O/C -2x4 HORIZ. BLOCKING AT BREAKAWAY CLIP -7/16" O.S.B. WALL SHEATHING -TYPAR WRAP C/W TUCK TAPE -STUCCO WIRE -STUCCO EXTERIOR FINISH			F	PLUMBING WALL -1/2" STD. DRYWALL -2x6 STUDS @ 24" O/C -1/2" STD. DRYWALL										
	G	LOAD BEARING SEPERATION WALL- 1 HOUR RATING -5/8" TYPE X GYPSUM BOARD -RESILIENT METAL CHANNELS @ 24" O/C -2x4 STUDS @ 16" O/C EACH SIDE (OFFSET) - ON EVERY LEVEL -3M SOUND SHIELD (4"x15") -1" AIR SPACE -3M SOUND SHIELD (4"x15") -2x4 STUDS @ 16" O/C EACH SIDE (OFFSET) - ON EVERY LEVEL -RESILIENT METAL CHANNELS @ 24" O/C -5/8" TYPE X GYPSUM BOARD				H	TYPICAL INTERIOR SUITE PARTITIONS -1/2" STD. DRYWALL -2x4 STUDS @ 24" O/C -1/2" STD. DRYWALL				I		FIRE WALL - 2 HOUR RATING -1/2" STD. DRYWALL -R-12 INSULATION -2x4 STUDS @ 16" O/C -2x4 HORIZ. BLOCKING @ 48" O/C -1" AIR SPACE -2 LAYERS 1" DENSGLASS ULTRA SHAFTLINER PANEL -1" AIR SPACE -2x4 STUDS @ 16" O/C -2x4 HORIZ. BLOCKING @ 48" O/C -R-12 INSULATION -1/2" STD. DRYWALL				J	PARTITION @ CORRIDOR - 1 HOUR RATING -5/8" TYPE X GYPSUM BOARD (2 LAYERS REQ'D @ L1 ONLY) -2x6 STUDS @ 12" O/C (L1 ONLY) - @ 16" O/C FOR L2 & L3 -3M R1223" FIBERGLASS IN WALLS -RESILIENT METAL CHANNELS @ 24" O/C -2 LAYERS 5/8" TYPE X GYPSUM BOARD				K	MECHANICAL WALL -5/8" TYPE X GYPSUM BOARD -2x6 STUDS @ 16" O/C -2 LAYERS 5/8" TYPE X GYPSUM BOARD			L	COMMON MECHANICAL WALL -5/8" TYPE X GYPSUM BOARD (2 LAYERS REQ'D @ L1 ONLY) -2x6 STUDS @ 12" O/C (L1 ONLY) - @ 16" O/C FOR L2 & L3 -3M R1223" FIBERGLASS IN WALLS -RESILIENT METAL CHANNELS @ 24" O/C -2 LAYERS 5/8" TYPE X GYPSUM BOARD - 1 LAYER 1/2" PLYWOD (TO AID MOUNTING EQUIPMENT)			M	FIRE WALL - 4 HOUR RATING - 2 LAYERS 5/8" STD DRYWALL -2x2 STRAPPING @ 24" o/c (FASTENED TO WEBS) -2-3/4" LOGIX FORM -8" CONCRETE -2-3/4" LOGIX FORM -1/2" STD DRYWALL

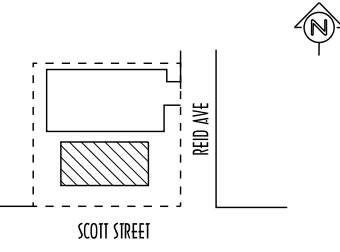
FINISH SCHEDULE									
ID	DESCRIPTION	FINISH							
F01	SHINGLES	30 YEAR LAMINATED - OC Duration "Onyx Black"							
F02	SOFFIT & FASCIA	KAYCAN "WHITE" - (SOFFIT VENTED ALUMINIUM)							
F03	O.H. DOORS	(NOT USED)							
F04	WINDOWS	DUAL PANNE LOW-E ARGON - WHITE PVC							
F05	STUCCO	STANDARD STUCCO (AS LIGHT AS POSSIBLE)							
F06	ACRYLIC STUCCO	FINISH TO MATCH BENJAMINE MOORE 'SOAPSTONE' R-9994 (TEXTURED FINISH)							
F07	BRICK/STONE	EL DORADO TUNDRA BRICK - "HARTFORD" (LIGHT GROUT)							
F08	SOLID WOOD	SPRUCE DIMENSIONAL LUMBER (PER DETAIL) - PAINTED WHITE							
F09	EXTERIOR LAP SIDING 1	FIBRE CEMENT - JAMES HARDIE - ARCTIC WHITE (BOTH WINDOW & CORNER TRIMS - WHITE)							
F10	EXTERIOR LAP SIDING 2	(NOT USED)							
F11	SHAKES	(APPLY F09 IN LEU OF SHAKES)							

WINDOW & DOOR NOTES 1) EXTERIOR WINDOWS & DOORS: - WINDOWS AND DOORS ARE SUGGESTED SIZES. OWNER WITH CONTRACTOR TO VERIFY STYLES, OPERATION & ROUGH OPENING - ALL BEDROOMS MUST HAVE AN OPERABLE WINDOW WITH AN UNOBSTRUCTED OPENING OF NOT LESS THAN 0.35m ² (3.767 SQ. FT.) IN AREA WITH NO DIMENSION LESS THAN 380mm (14.960") AS PER 9.7.1.2 - WINDOW BRAND AND FINISHED DETERMINED WITH OWNER. 2) INTERIOR DOORS: -INTERIOR DOORS (L2 & L3) TO BE FRAMED 1" HIGHER TO ACCOMMODATE GYPCORE FLOOR TOPPING. GYPCORE TO BE APPLIED AFTER FIRST PAINT PRIMER COAT TO WALLS OF DRYWALL. -ALL INTERIOR SUITE DOORS ARE STANDARD RESIDENTIAL STYLE DOORS (SEE DOOR SCHEDULE FOR SIZES) -ALL INTERIOR DOORS ARE FINISHED TO MATCH JOB DETAILS

ROOFING GENERAL NOTES 1) ROOF CONSTRUCTED WITH ASPHALT SHINGLES AND ASPHALT ROLL ROOFING c/w SYNTHETIC UNDERLAY 2) EAVE PROTECTION & STARTER STRIP REQUIRED 3) FOR ASPHALT SHINGLES ON LOW SLOPED ROOFS WITH A PITCH OF 3/12 OR LESS, CONSTRUCTION IS TO CONSIST OF AN UNDERLAY OF TWO PILES OF ASPHALT SATURATED FELT OR ONE PLY OF SELF-ADHERING MODIFIED ASPHALT MEMBRANE. HEADER/LINTEL GENERAL NOTES: 1) WHERE LINTELS ARE MADE OF 2 OR MORE MEMBERS, THE MEMBERS MUST BE FASTENED WITH 2 ROWS OF 3-1/4" NAILS @ 18" o/c. LINTEL MEMBERS MAY BE SEPERATED WITH FILLERS TO MAKE LINTEL FLUSH WITH WALL. 2) ALL LINTELS SHALL BE 2-2X10 SPRUCE #2 OR BETTER UNLESS OTHERWISE NOTED. 3) BLOCKING IS REQUIRED BETWEEN FLOOR JOIST AND AT RUNS BELOW ALL POINT LOADS. 4) FOR GLULAM & 3-4 PLY LUMBER LINTELS, A MINIMUM OF 3 STUDS IS REQUIRED FOR BEARING.	 LINTELS OVER SMALL OPENINGS SCALE: NTS  LINTELS OVER LARGE OPENINGS SCALE: NTS
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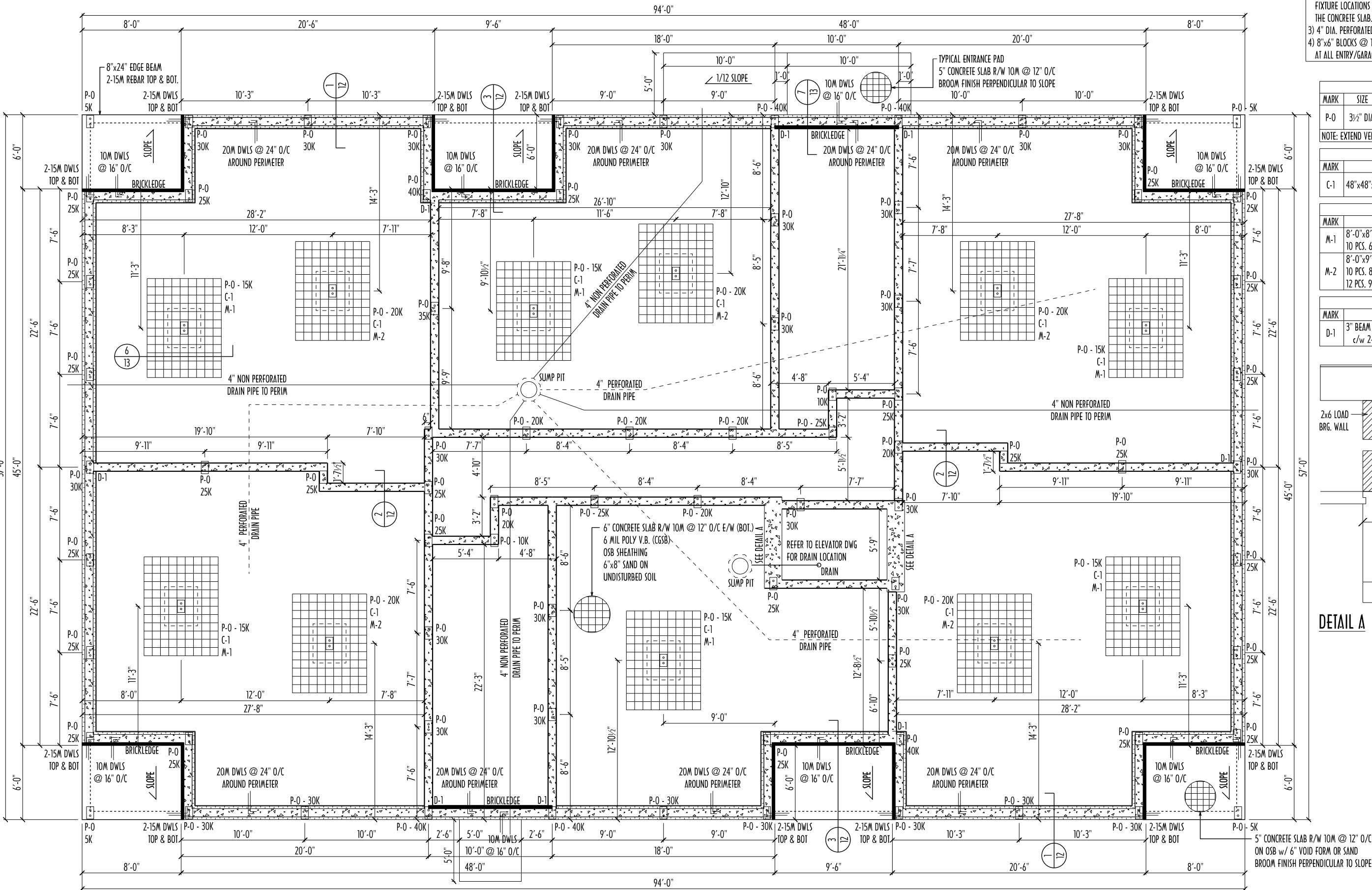
AREA (SUITES ONLY)				
SUITE	TYPE	NAME	SQ FT	
01	A	SANTA CRUZ	735	
02	B	HARTFORD	780	
03	C	ASHLAND*	514	
04	A	SANTA CRUZ	735	
05	B	HARTFORD	780	
06	C	ASHLAND*	514	
-	-	-	-	
07	A	SANTA CRUZ	735	
08	B	HARTFORD	780	
09	C	ASHLAND	540	
10	A	SANTA CRUZ	735	
11	B	HARTFORD	780	
12	D	PRESCOTT	665	
-	-	-	-	
13	A	SANTA CRUZ	735	
14	B	HARTFORD	780	
15	C	ASHLAND	540	
16	A	SANTA CRUZ	735	
17	B	HARTFORD	780	
18	D	PRESCOTT	665	

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Added rigid insulatio to exterior walls. (Amendment 2)
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S I T E P L A N	
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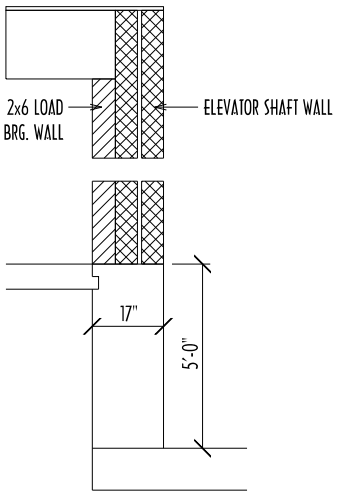
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HILLSIDE CONSTRUCTION 1-49 Clearspring Rd. Steinbach, MB R5G 1V2 PH. 204.326.1582 E-mail: info@hillsideconstruction.ca	
Location: 814 Scott Street, Fort Francis, ON	
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: SCHEDULES & NOTES	Page: 02



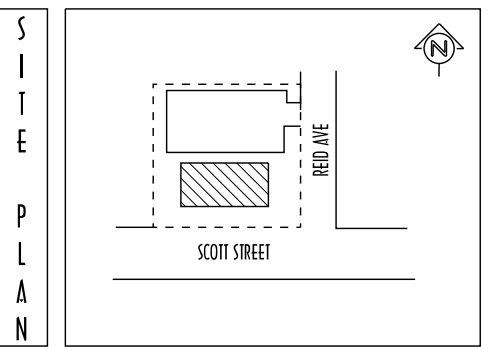
NOTES:
1) DIMENSIONS ON FOUNDATION PLAN ARE OUTSIDE-TO-OUTSIDE/CENTER OF CONCRETE.
2) OWNER/CONTRACTOR TO CONFIRM ALL PLUMBING/ELECTRICAL FIXTURE LOCATIONS WITH BOTH TRADES PRIOR TO POURING THE CONCRETE SLAB.
3) 4\"/>

PILE SCHEDULE		
MARK	SIZE	DESCRIPTION
P-O	3 1/2\"/>	DOUBLE 12\"/>
NOTE: EXTEND VERT. REBAR INTO BM/FDN/SLAB		
CAP SCHEDULE		DESCRIPTION
MARK		
C-1	48\"/>	
REBAR MAT SCHEDULE		DESCRIPTION
MARK		
M-1	8\"/>	
M-2	8\"/>	
BEAM SEAT SCHEDULE		DESCRIPTION
MARK		
D-1	3\"/>	



DETAIL A

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Added pile ratings, adjusted pile locations, mat sizes, and concrete design. Added brickledge at various locations and detail at elevator shaft. (Amendment 2)
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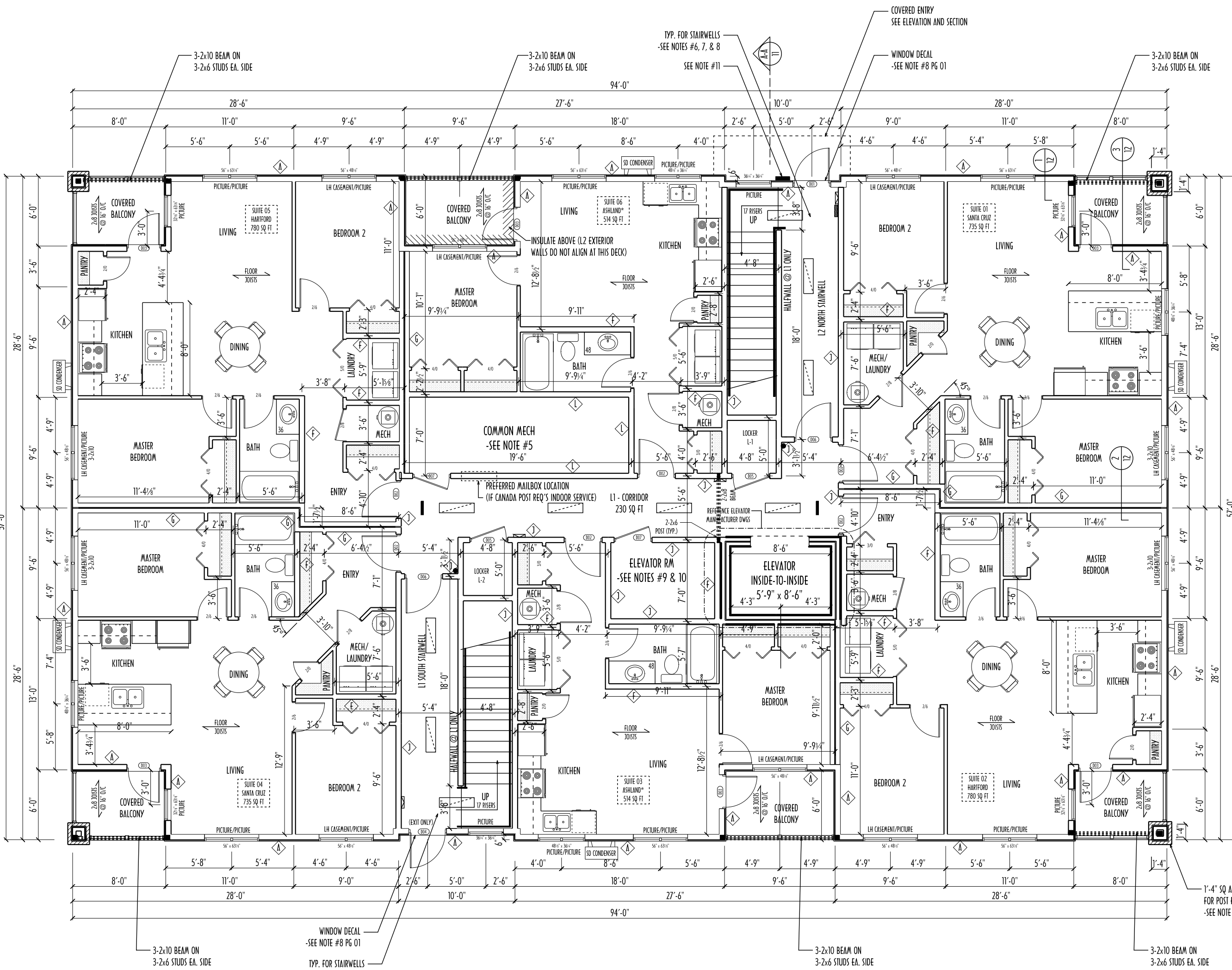
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PH. 204.326.1582
E-mail: info@hillsideconstruction.ca

Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: FOUNDATION PLAN	Page: 03

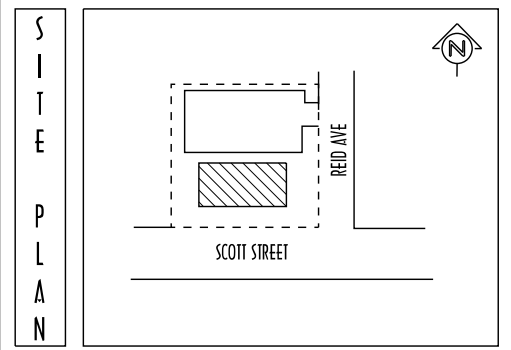
FOUNDATION PLAN & MAIN FLOOR FRAMING
MAIN FLOOR LIVE LOAD = 40 PSF
MAIN FLOOR DEAD LOAD = 85 PSF
MAIN FLOOR TOTAL LOAD = 125 PSF



- NOTES:
- 1) REFER TO PG 02 FOR SCHEDULE AND DOOR STYLES
 - 2) ALL INTERIOR WALLS ARE WALL TYPE "H" U.N.O. REFER TO PG 02 FOR WALL TYPE SCHEDULE.
 - 3) REFER TO PG 02 FOR ADDITIONAL WINDOW AND DOOR NOTES.
 - 4) ALL LINTELS/HEADERS TO BE 2-2x10 U.N.O.
 - 5) MAIN TELECOM, METERS, & MAIN ELEC PANEL LOCATED WITHIN COMMON MECHANICAL ROOM.
 - 6) LANDINGS REQUIRE SUFFICIENT BACKING BETWEEN STUDS, ASPENITE REQUIRED BETWEEN DRYWALL & BACKING. SECURE LANDING w/ 5" STRUCTURAL SCREWS EVERY 12".
 - 7) CENTER OF 2x8 HANDRAIL BACKING (B/W STUDS) TO BE 35" ABOVE LEADING EDGE OF STEP (TYP.)
 - 8) STAIR INSTALLER TO SITE MEASURE PRIOR TO FAB.
 - 9) SUMP PUMP INSTALLED IN PIT LOCATED IN ELEVATOR ROOM, DEEP ENOUGH TO CATCH THE ELEVATOR PIT. SEE FOUNDATION PLAN PG 03
 - 10) ELEVATOR ROOM WALLS TO BE INSULATED FOR SOUND PURPOSES ONLY.
 - 11) INTERCOM SYSTEM SUPPLY AND INSTALLED PER CODE.
 - 12) BALCONY COLUMNS CONSTRUCTED FROM 2x4s AND WRAPPED IN 1/2" PLYWD. CENTER 3-2x4 POST TO SUPPORT DECK BEAM ABOVE.
 - 13) SMOKE DETECTORS AND PULL STATIONS TO BE INSTALLED AS REQUIRED BY CODE.

ELECTRICAL LEGEND	
	EXIT SIGN
	FIRE EXTINGUISHER
	FLORESCENT LIGHT
	ELECTRIC HEATER
	FIRE PANEL

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Adjusted lintels and stair design. (Amendment 2)
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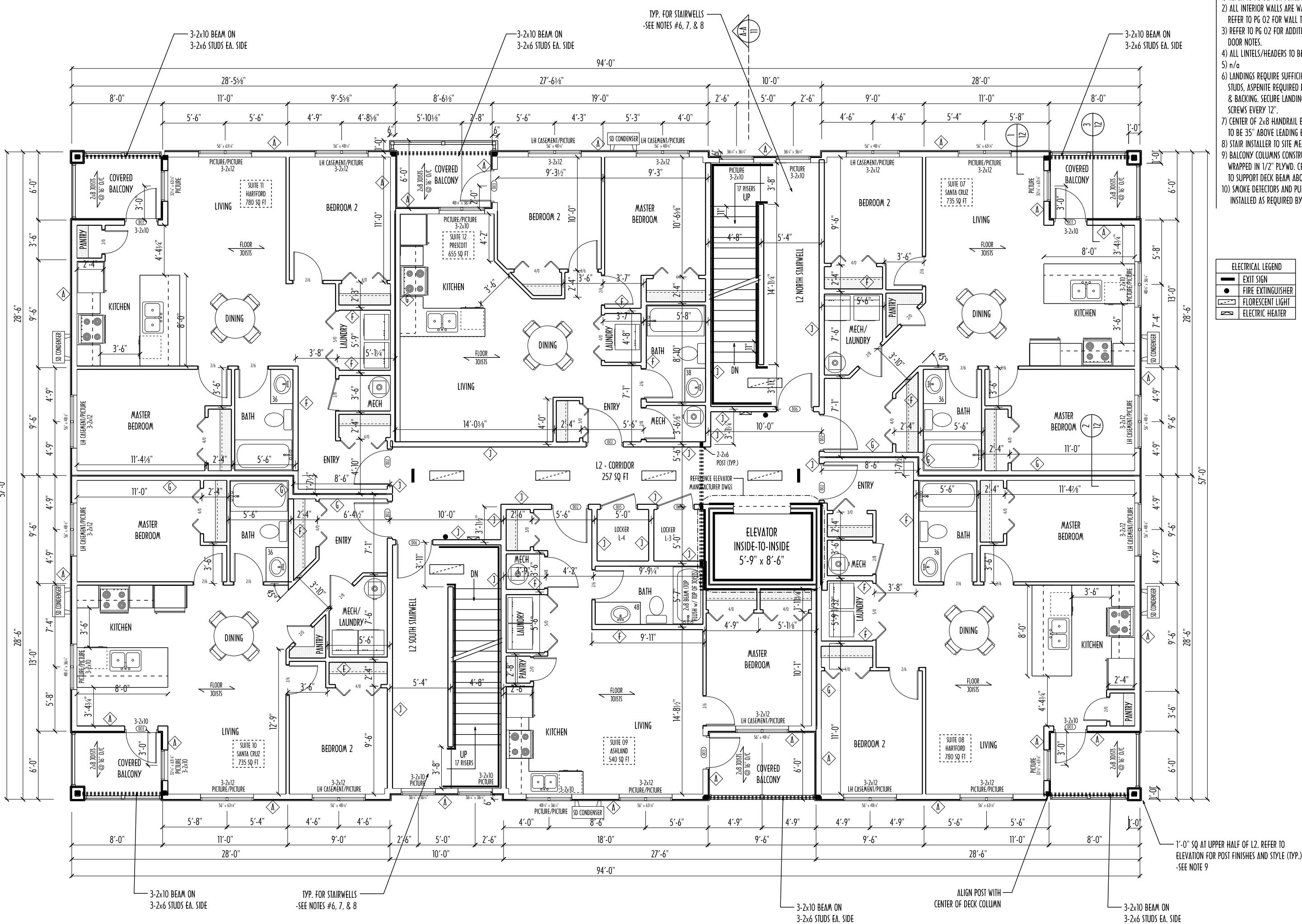
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E-mail: info@hillsideconstruction.ca

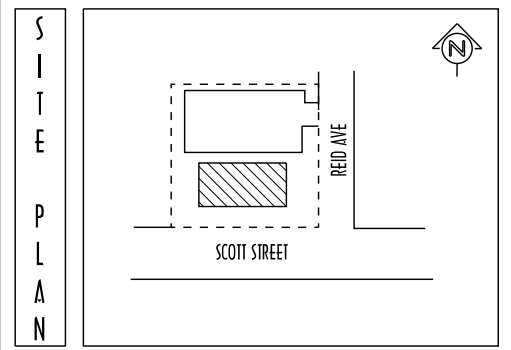
Location: 814 Scott Street, Fort Francis, ON	
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: L1 FLOORPLAN	Page: 04



- NOTES:
- 1) REFER TO PG 02 FOR SCHEDULE AND DOOR STYLES
 - 2) ALL INTERIOR WALLS ARE WALL TYPE "H" U.N.O. REFER TO PG 02 FOR WALL TYPE SCHEDULE.
 - 3) REFER TO PG 02 FOR ADDITIONAL WINDOW AND DOOR NOTES.
 - 4) ALL LINTELS/HEADERS TO BE 3-2x10 U.N.O.
 - 5) n/a
 - 6) LANDINGS REQUIRE SUFFICIENT BACKING BETWEEN STUDS, ASPENITE REQUIRED BETWEEN DRYWALL & BACKING. SECURE LANDING w/ 5" STRUCTURAL SCREWS EVERY 12".
 - 7) CENTER OF 2x8 HANDRAIL BACKING (B/W STUDS) TO BE 35" ABOVE LEADING EDGE OF STEP (TYP.)
 - 8) STAIR INSTALLER TO SITE MEASURE PRIOR TO FAB.
 - 9) BALCONY COLUMNS CONSTRUCTED FROM 2x4s AND WRAPPED IN 1/2" PLYWD. CENTER 3-2x4 POST TO SUPPORT DECK BEAM ABOVE.
 - 10) SMOKE DETECTORS AND PULL STATIONS TO BE INSTALLED AS REQUIRED BY CODE.

ELECTRICAL LEGEND	
	EXIT SIGN
	FIRE EXTINGUISHER
	FLORESCENT LIGHT
	ELECTRIC HEATER

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Adjusted lintels, unit 12's bedroom window sizes, and stairwell design, and added beams or walls at elevator shaft. (Amendment 2)
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NOTES:

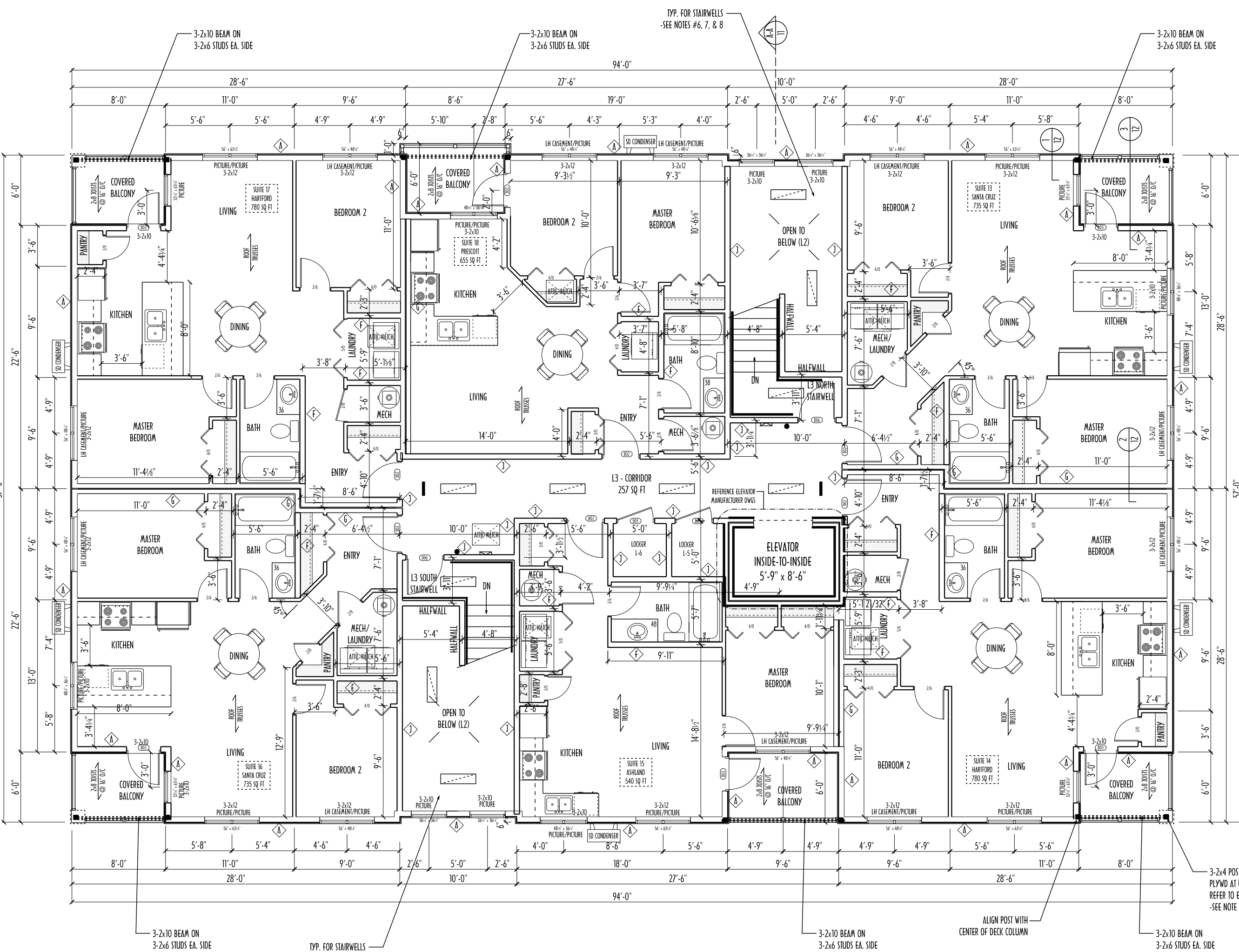
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Location: 814 Scott Street, Fort Francis, ON	
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: L2 FLOORPLAN	Page: 05

L2 - FLOORPLAN
FOOTPRINT = 5,070 SQ FT
ALTERNATE LINTELS:
1) 3-2x10 OR 2 PLY 9/4" LVL
2) 3-2x12 OR 2 PLY 9/2" LVL

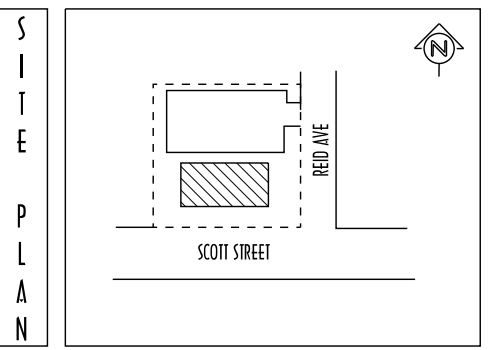


- NOTES:
- 1) REFER TO PG 02 FOR SCHEDULE AND DOOR STYLES
 - 2) ALL INTERIOR WALLS ARE WALL TYPE "H" U.N.O. REFER TO PG 02 FOR WALL TYPE SCHEDULE.
 - 3) REFER TO PG 02 FOR ADDITIONAL WINDOW AND DOOR NOTES.
 - 4) ALL LINTELS/HEADERS TO BE 3-2x10 U.N.O.
 - 5) n/a
 - 6) LANDINGS REQUIRE SUFFICIENT BACKING BETWEEN STUDS, ASPENITE REQUIRED BETWEEN DRYWALL & BACKING. SECURE LANDING w/ 5" STRUCTURAL SCREWS EVERY 12".
 - 7) CENTER OF 2x8 HANDRAIL BACKING (B/W STUDS) TO BE 35" ABOVE LEADING EDGE OF STEP (TYP.)
 - 8) STAIR INSTALLER TO SITE MEASURE PRIOR TO FAB.
 - 9) BALCONY COLUMNS CONSTRUCTED FROM 2x4s AND WRAPPED IN 1/2" PLYWD. CENTER 3-2x4 POST TO SUPPORT ROOF TRUSSES ABOVE.
 - 10) FOR ATTIC HATCHES SEE DETAIL 4/13
 - 11) SMOKE DETECTORS AND PULL STATIONS TO BE INSTALLED AS REQUIRED BY CODE.

ELECTRICAL LEGEND	
[Symbol]	EXIT SIGN
[Symbol]	FIRE EXTINGUISHER
[Symbol]	FLORESCENT LIGHT
[Symbol]	ELECTRIC HEATER

L3 - FLOORPLAN
FOOTPRINT = 5,070 SQ FT
ALTERNATE LINTELS:
2-2x10 OR 2 PLY 9/4" LVL
2-2x12 OR 2 PLY 9/2" LVL

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Adjusted lintels, unit 18's bedroom window sizes, and stairwell design. (Amendment 2)
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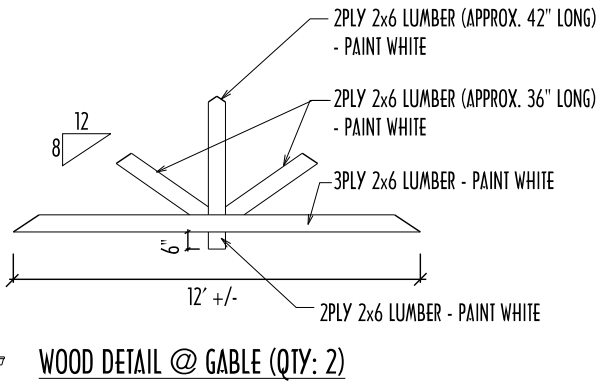
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Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: L3 FLOORPLAN	Page: 06



FRONT ELEVATION
SEE PG 02 FOR FINISH SCHEDULE

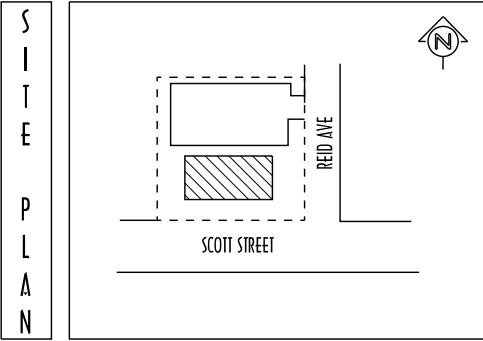


BACK ELEVATION
SEE PG 02 FOR FINISH SCHEDULE



WOOD DETAIL @ GABLE (QTY: 2)

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Switched to 18" trusses and adj. windows to match floorplans. (Amendment 2)
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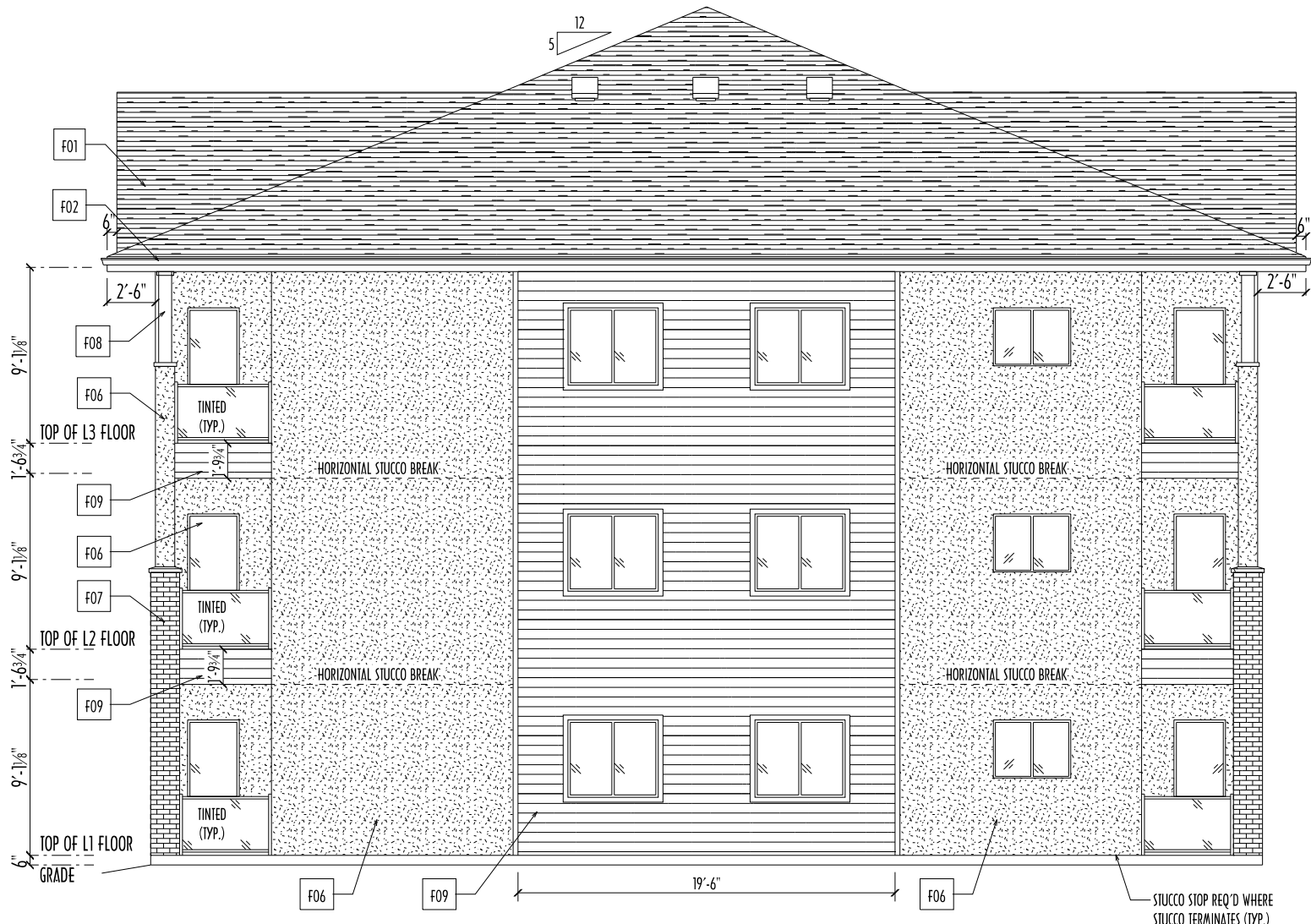
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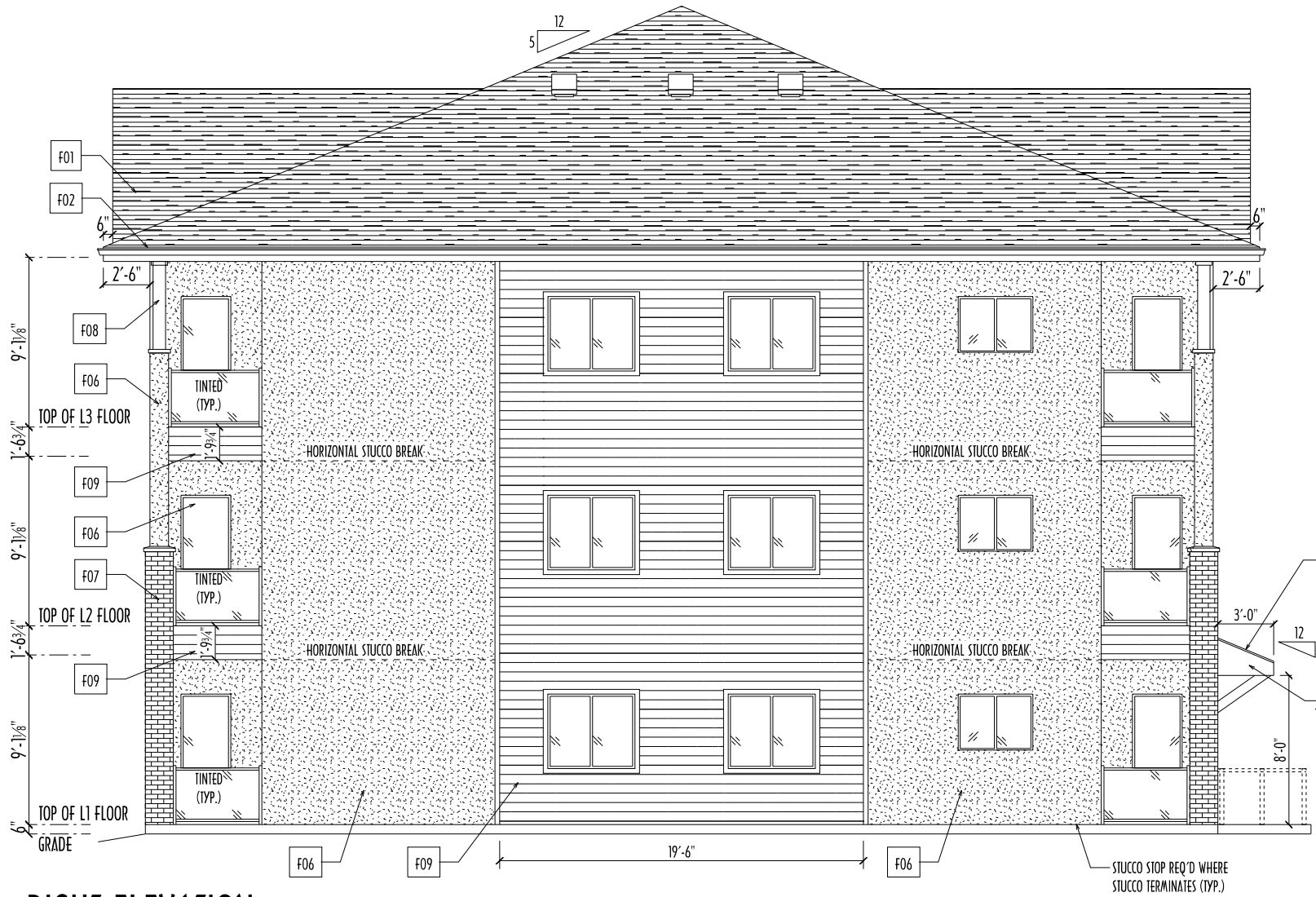
HILLSIDE CONSTRUCTION

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E-mail: info@hillsideconstruction.ca

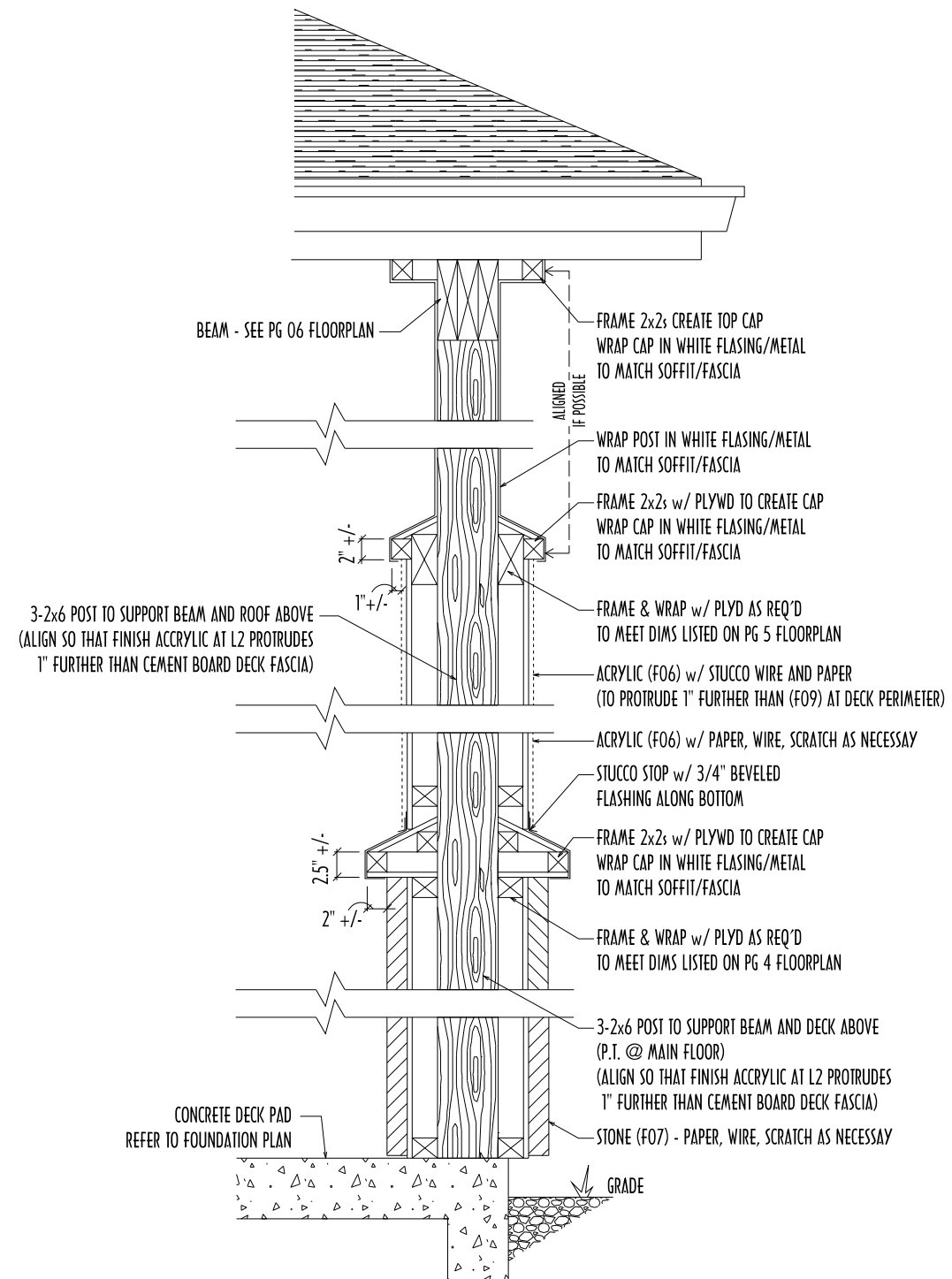
Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: ELEVATIONS - FRONT & BACK	Page: 07



LEFT ELEVATION
SEE PG 02 FOR FINISH SCHEDULE

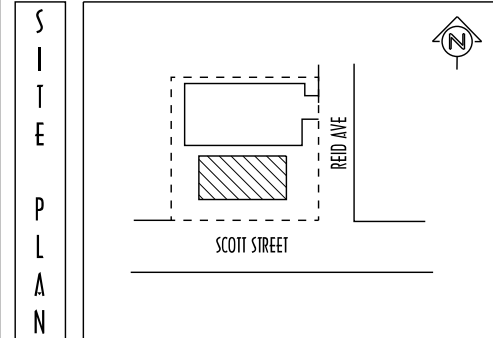


RIGHT ELEVATION
SEE PG 02 FOR FINISH SCHEDULE



DETAIL A - COLUMNS @ BALCONY CORNERS

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	P.I. posts @ main floor in colum detail, switched to 18" floor trusses, and adjusted windows to match floorplans. (Amendment 2)
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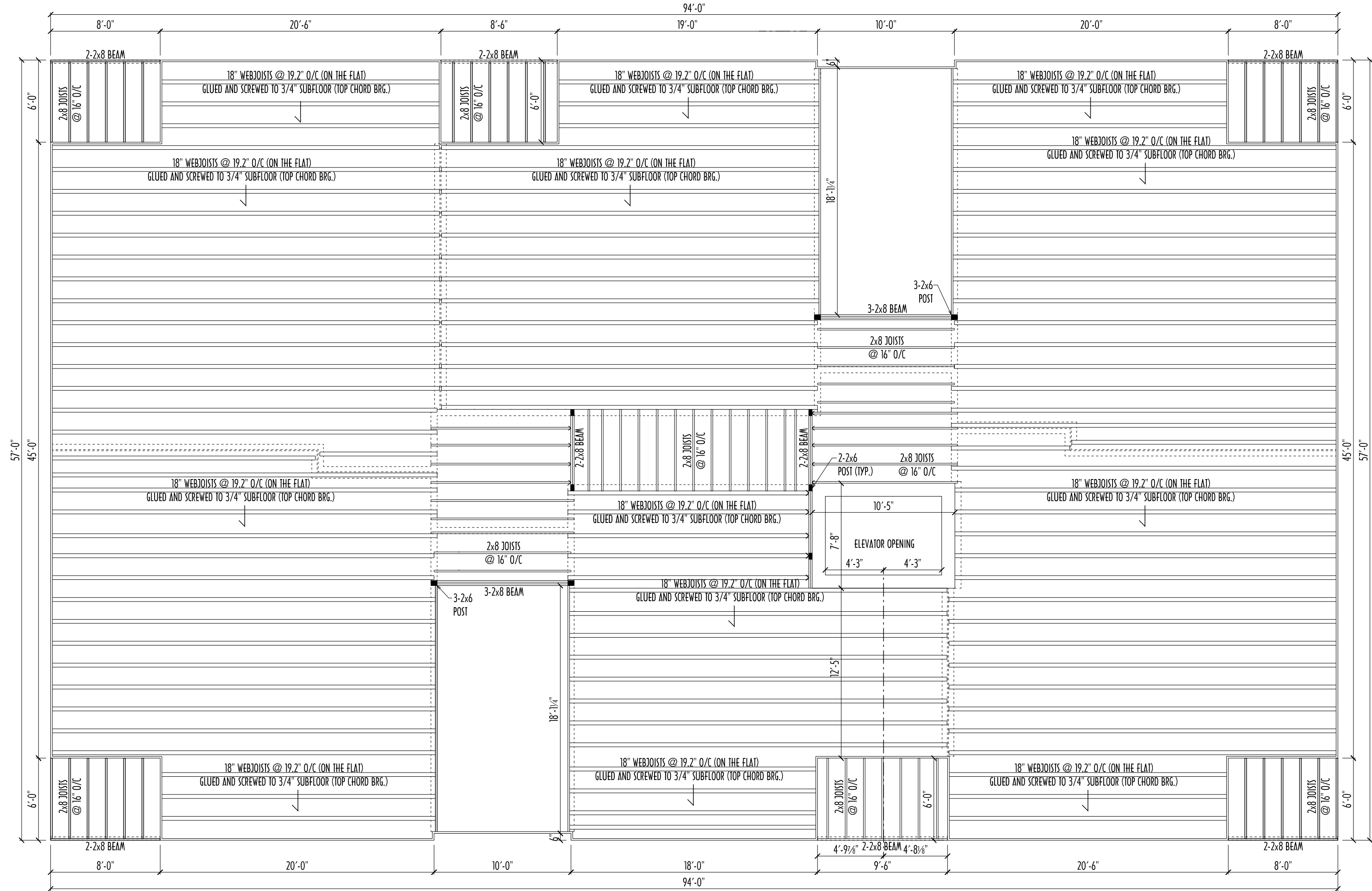
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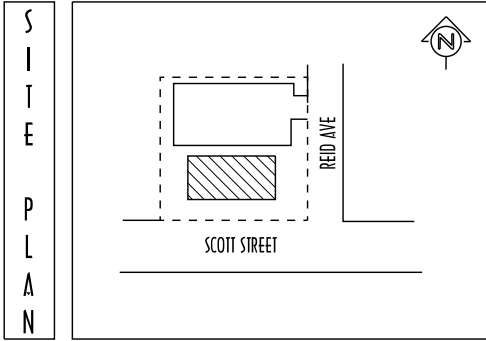


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PH. 204.326.1582
E-mail: info@hillsideconstruction.ca

Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: ELEVATIONS - LEFT & RIGHT	Page: 08



DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Switched to 18" top chord brg. trusses, moved joists and beams around at elevator shaft, and adjusted stairwell openings. (Amendment 2)
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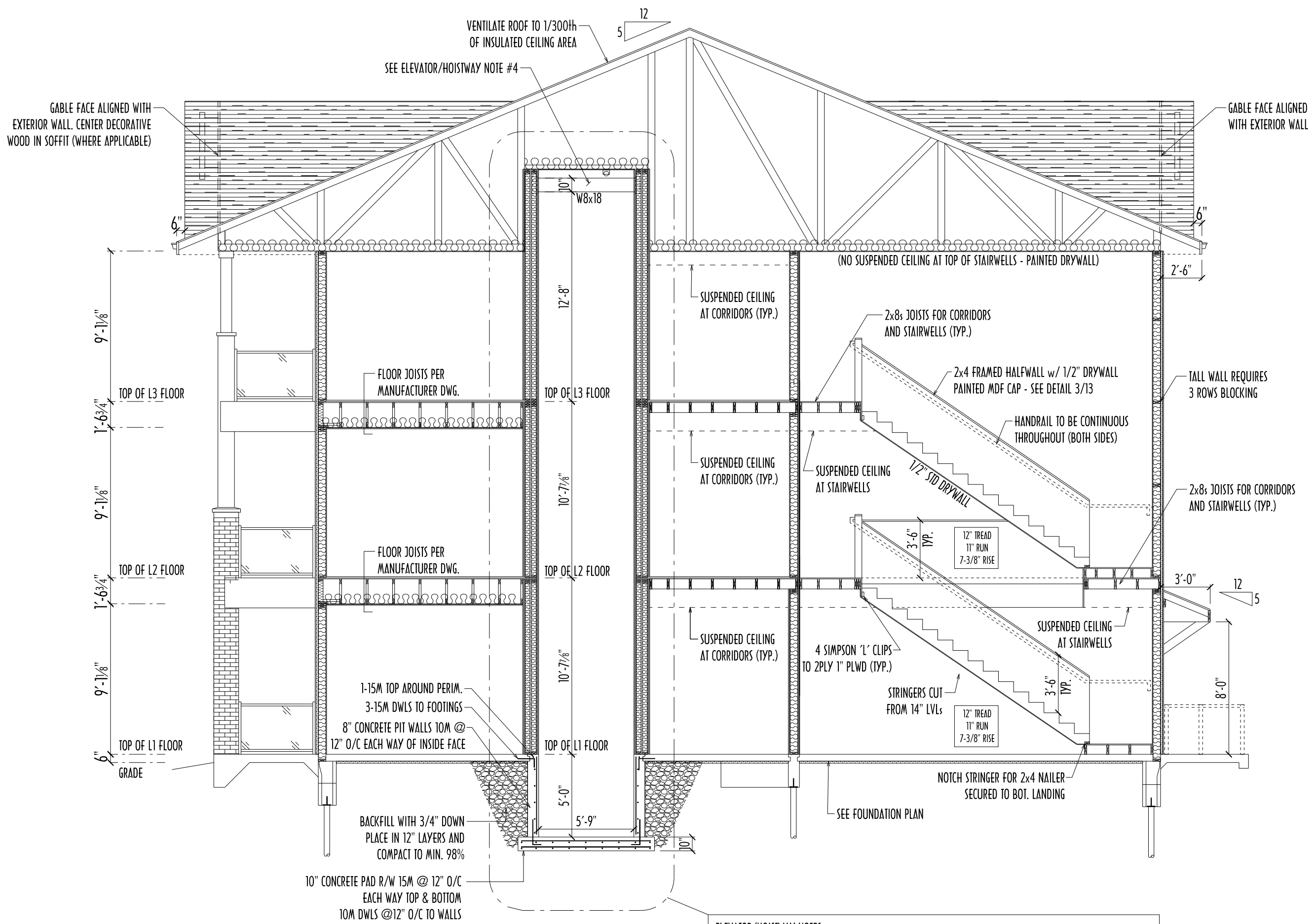
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Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: L3 FLOOR JOIST PLAN	Page: 10



A-A CROSS SECTION

- ELEVATOR/HOISTWAY NOTES:
- 1) ELEVATOR DRAWINGS SUBMITTED BY MANUFACTURER OVERRIDE HILLSIDE CONSTRUCTION DRAWINGS. ANY/ALL DISCREPANCIES ARE TO BE COMMUNICATED TO HILLSIDE CONSTRUCTION ASAP CONTRACTORS ARE RESPONSIBLE TO COMPLY WITH ALL REQUIREMENTS INDICATED IN HYD 2500 SERIES DRAWINGS, AND ANY APPLICABLE CODES RELATING TO ELEVATORS OF THIS NATURE.
 - 2) HOISTWAY TO BE CONSTRUCTED ENTIRELY PLUMB, WITH VARIATIONS FROM THE SIZE SHOWN ON THE DRAWINGS NOT TO EXCEED 25mm (ref. HYD 2500 - "5")
 - 3) PIT TO RECEIVE FLOOR DRAIN OR SLUMP PUMP, LOCATION TO BE COORDINATED WITH ELEVATOR MANUFACTURER TO AVOID ELEVATOR COMPONENTS (ref. HYD 2500 - "8")
 - 4) STEEL SAFETY BEAM, FROM SIDE WALL TO SIDE WALL, CAPABLE OF WITHSTANDING MAX NET LIVE LOAD OF 5,000 lb. (W8x18) MIN. 2" CLEAR ABOVE BEAM (ref. HYD 2500 - "13")

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Adjusted blocking notes, steel beam sizes, rebar in elevator pit, joist dir. stair design, and shaft wall const. Added rigid insul. to ext. of walls and below slab. (Amendment 2)
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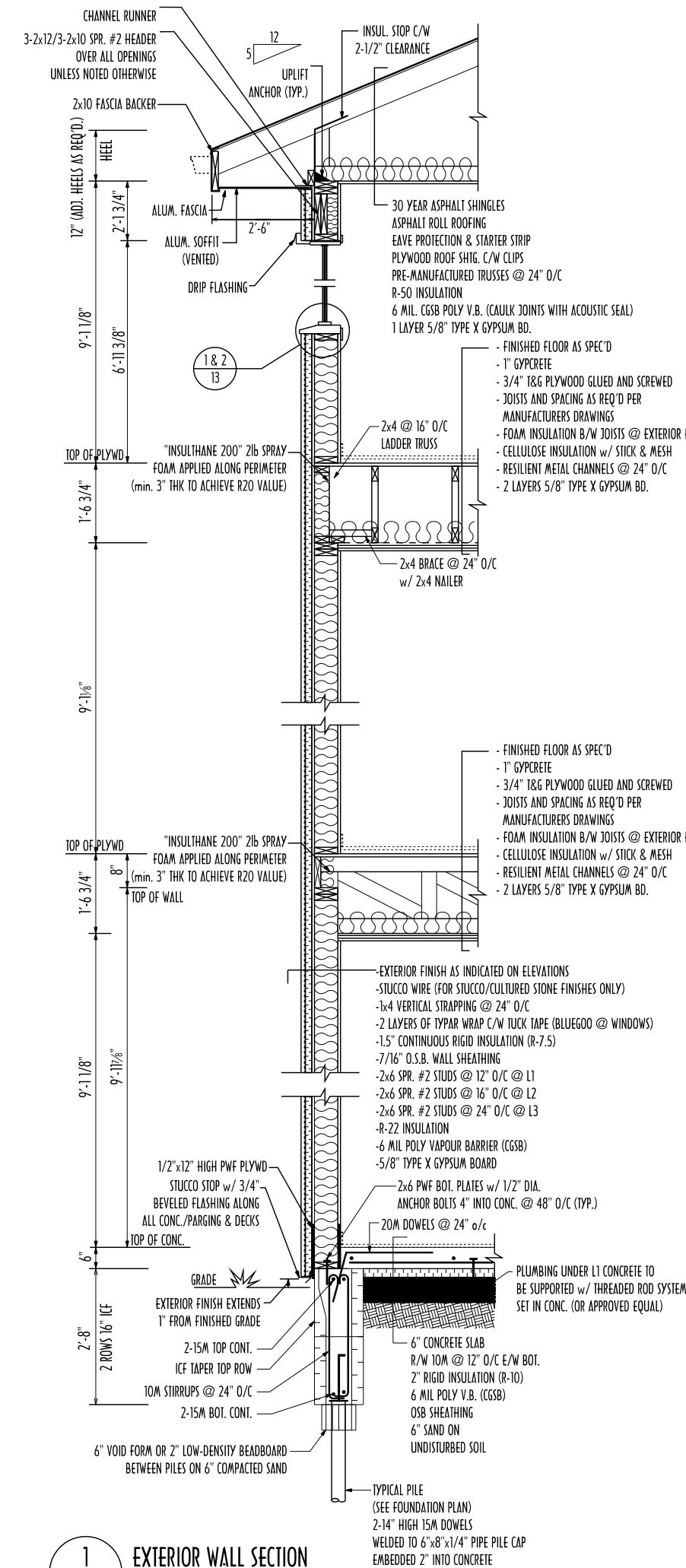
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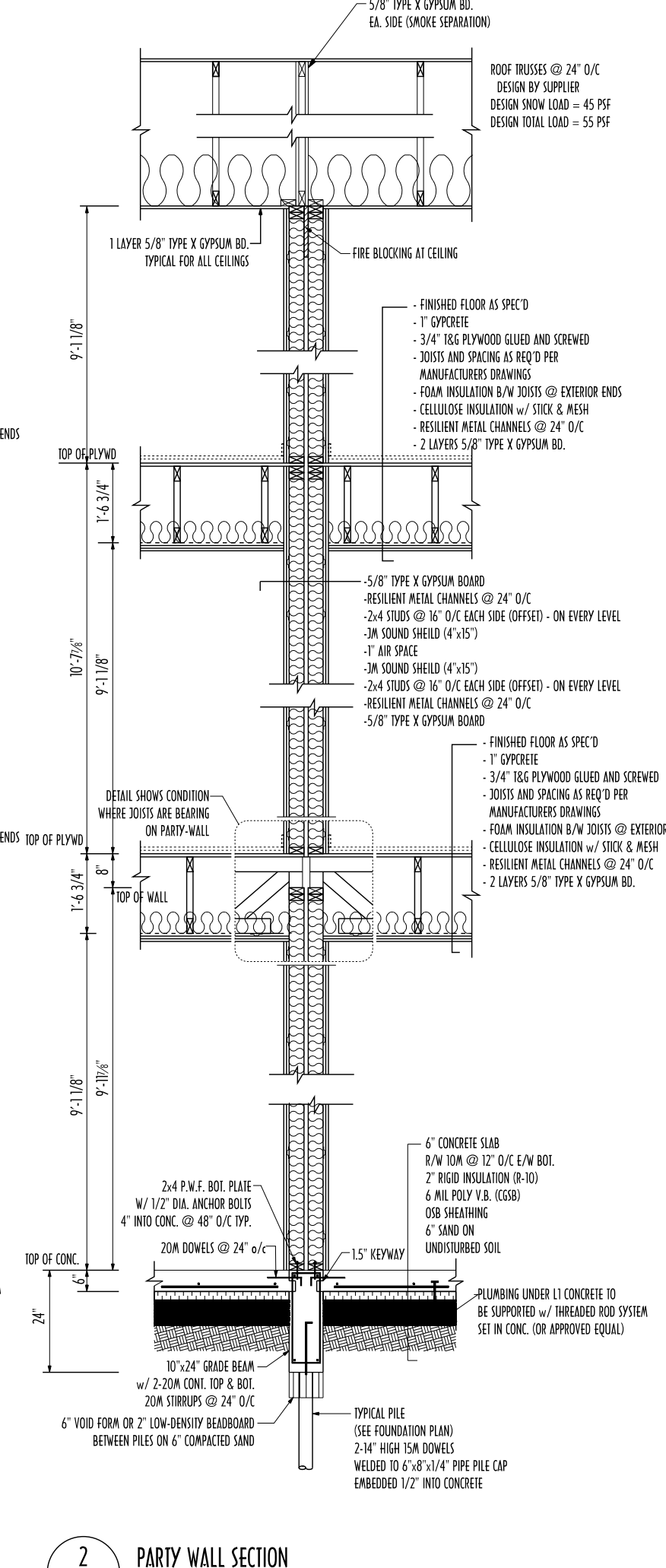
Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: CROSS SECTION	Page: 11

Page 17 of 102



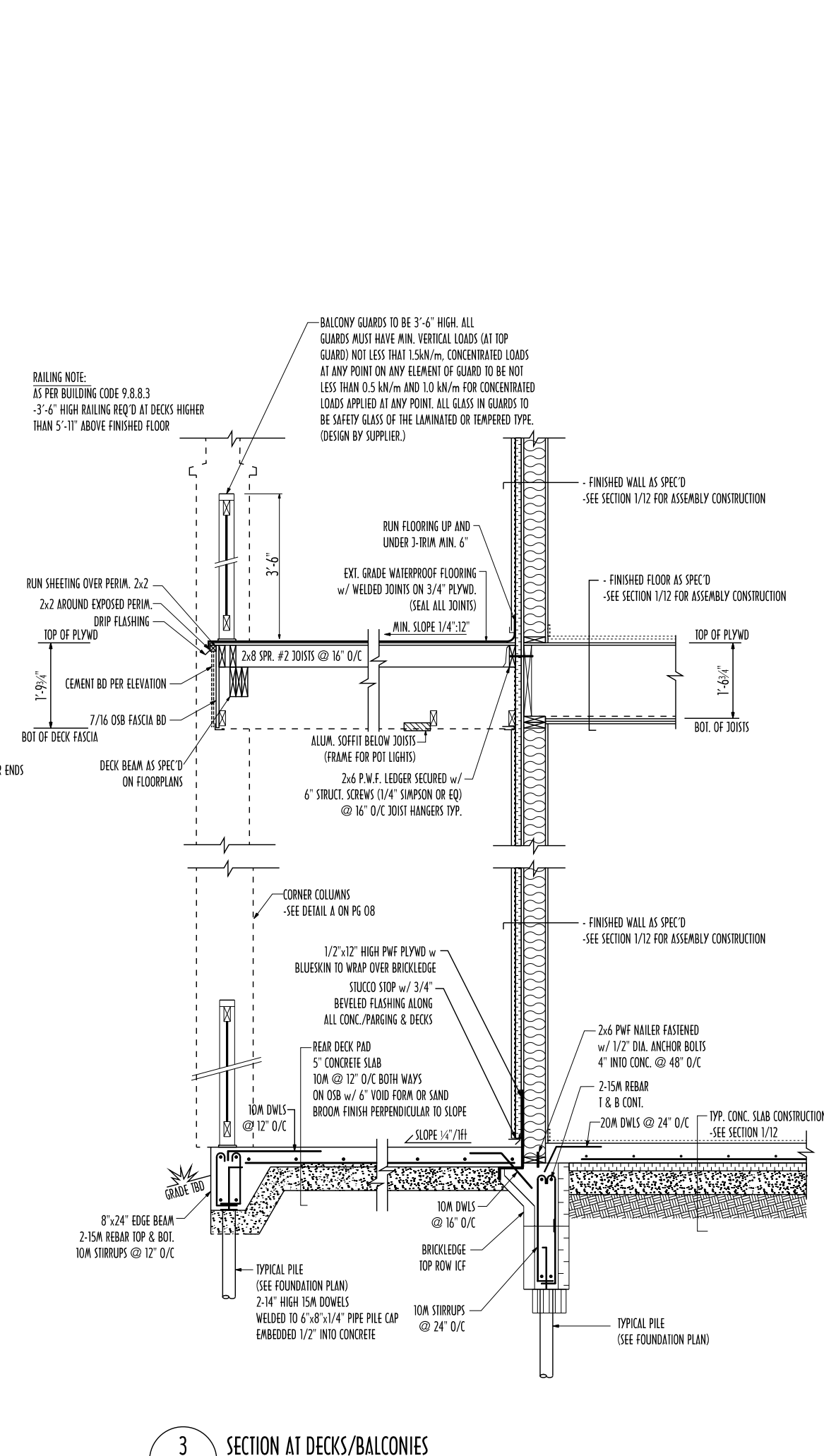
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EXTERIOR WALL SECTION



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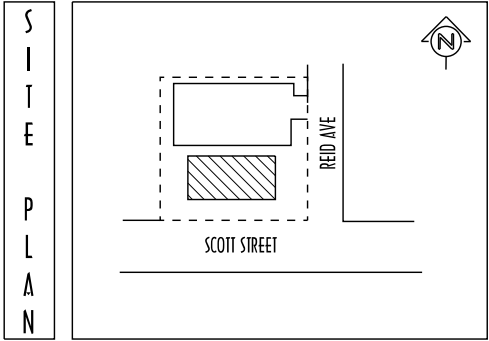
PARTY WALL SECTION



3
12

SECTION AT DECKS/BALCONIES

DRAWING REVISIONS		
Rev #	Date	Revision
1	06/29/2020	Plumbing under L1 to be supported (Amendment 1)
2	09/16/2020	Switched to 18" top chord bearing trusses, adjusted rebar and concrete requirements for slab/gr. beams balconies, deck joists, and rigid insul. on ext. walls and under slab. (Amendment 2)
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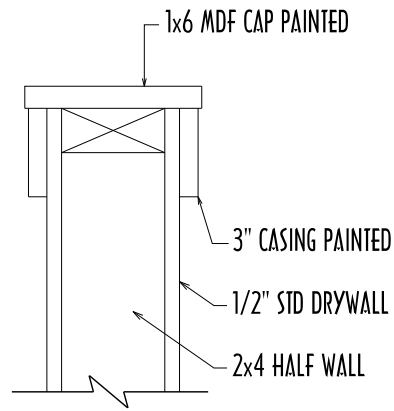
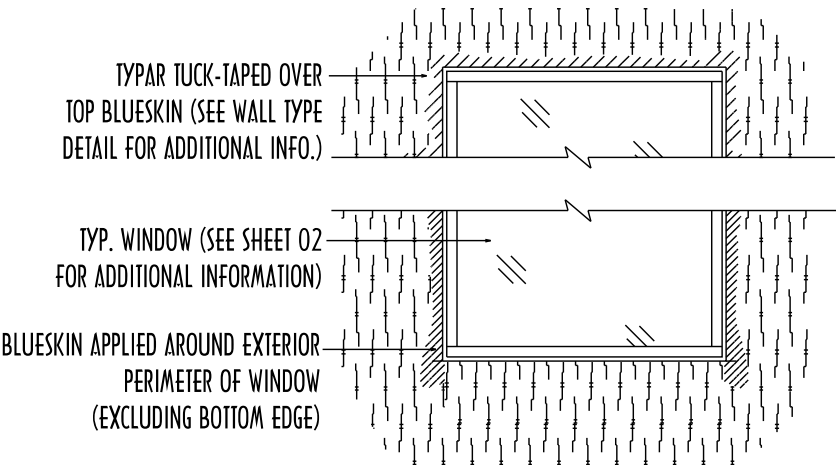
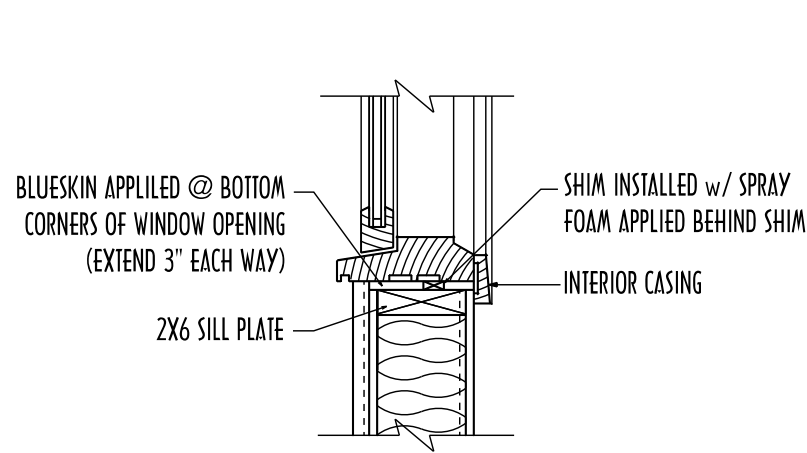
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Location: 814 Scott Street, Fort Francis, ON	FFIVE DEVELOPMENT COMPANY
Drawing by: TF & TT & WG	Date: Feb 24, 2020
Project: 18 Plex Apartment	Job No.: 408-A
Sheet Title: SECTIONS 1	Page: 12



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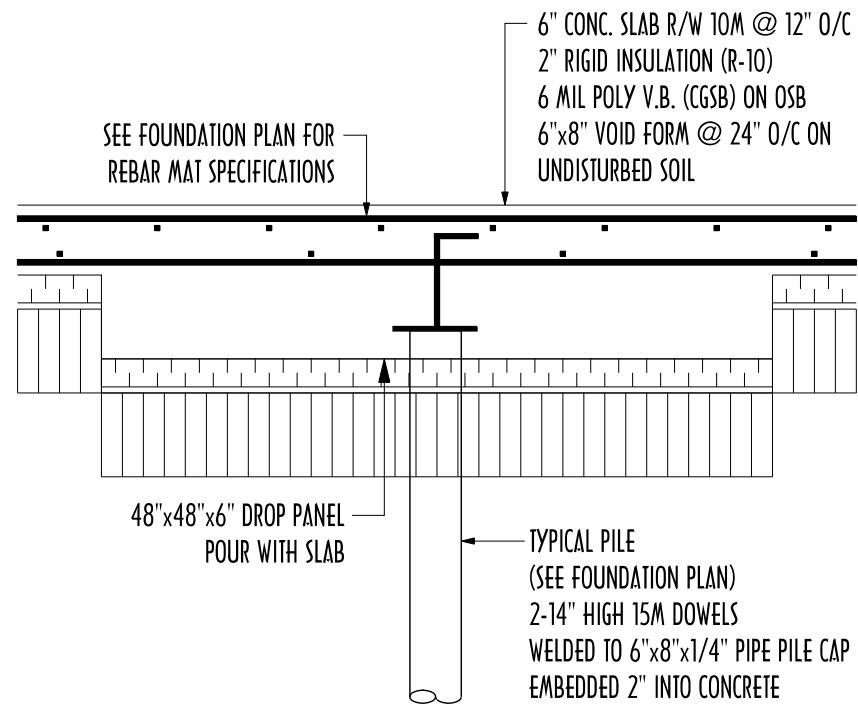
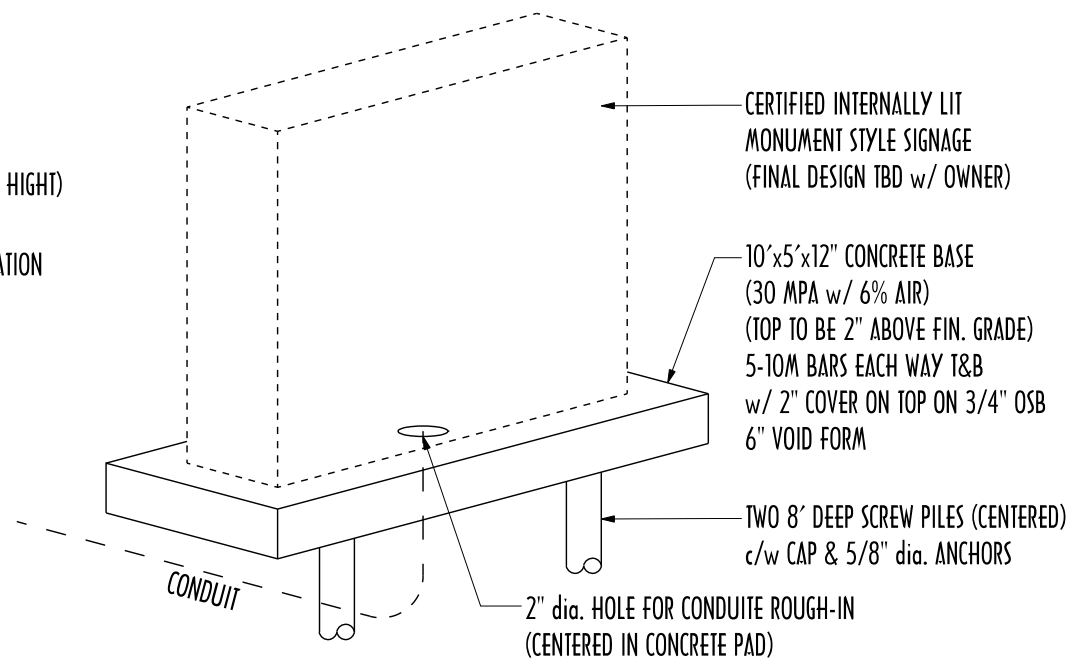
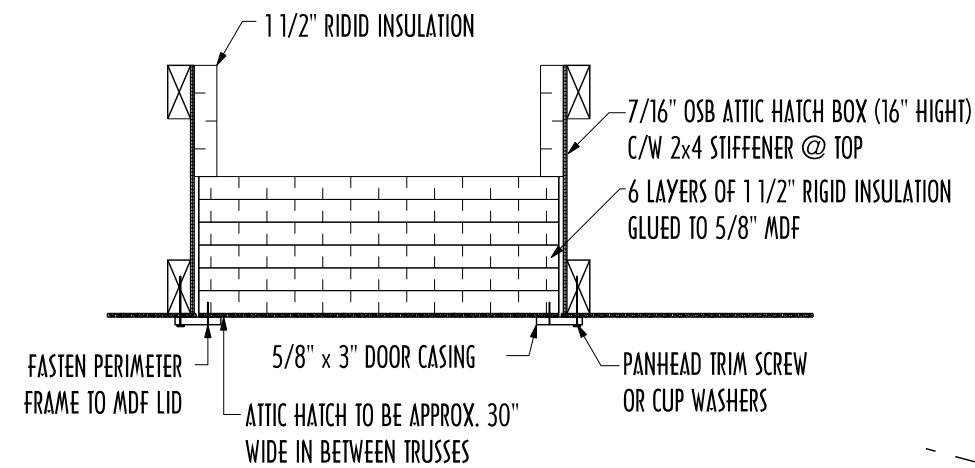
SECTION @ WINDOWS

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WATERPROOFING @ WINDOW DETAIL

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WALL CAP DETAIL



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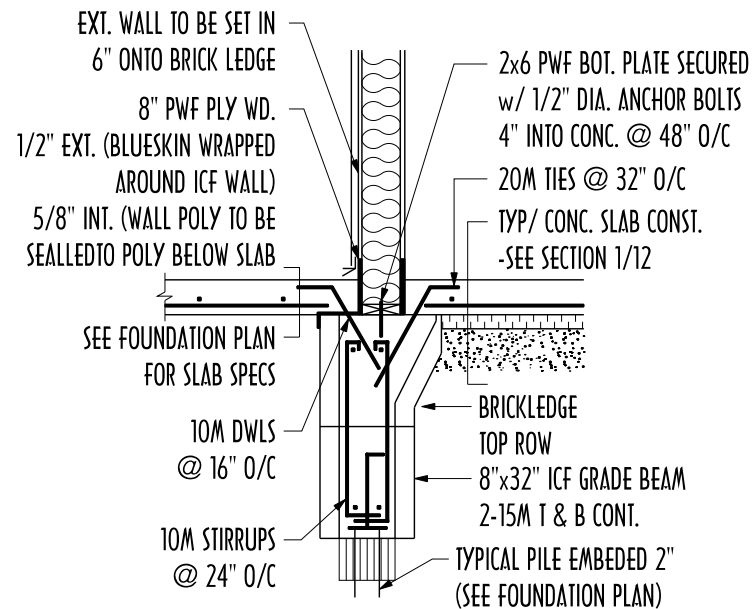
SECTION - @ ATTIC ACCESS

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PROPERTY SIGN

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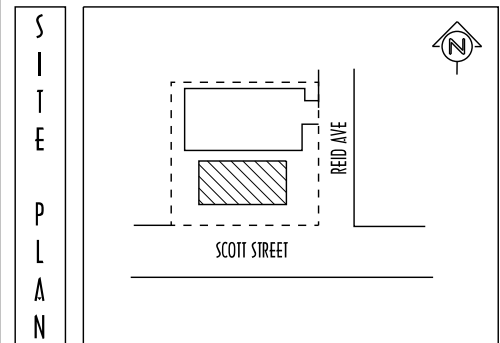
PILE/CAP/MAT SECTION



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13

DETAIL @ ENTRANCES

DRAWING REVISIONS		
Rev #	Date	Revision
1	09/17/2020	Adjusted rebar and concrete requirements for slab/gr. beams and rigid insulation under slab. Added blueskin/poly notes at entrance. (Ammendment 2)
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Project: 18 Plex Apartment	Job No. : 408-A
Sheet Title: SECTIONS 2	Page: 13

Notes



Client/Project Logo

Client/Project
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New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Project No. 129672065		Scale
Revision 00	Sheet 01 of 03	Drawing No. C 01





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Client/Project
Hillside Construction

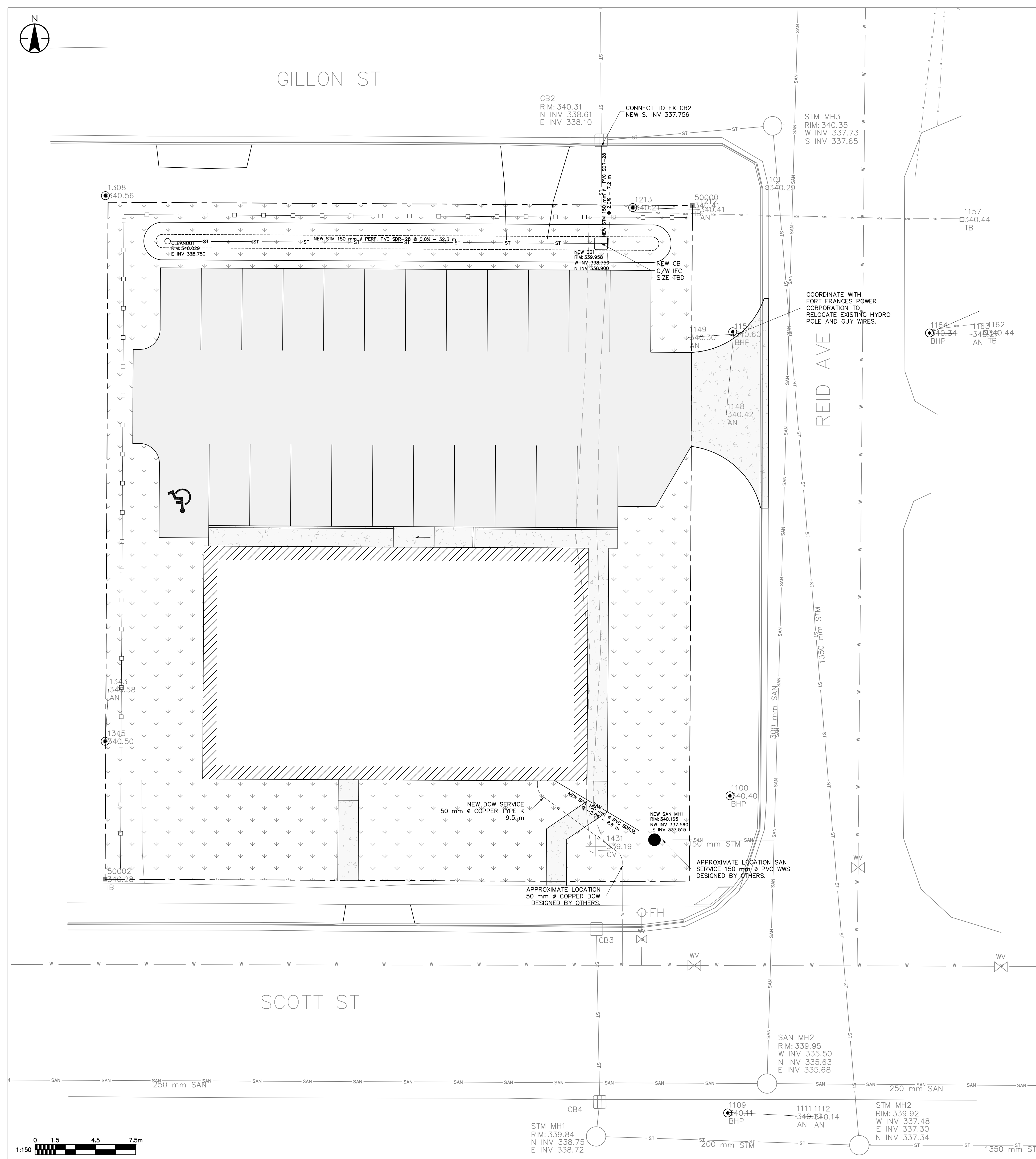
New 18-unit Apartment Building

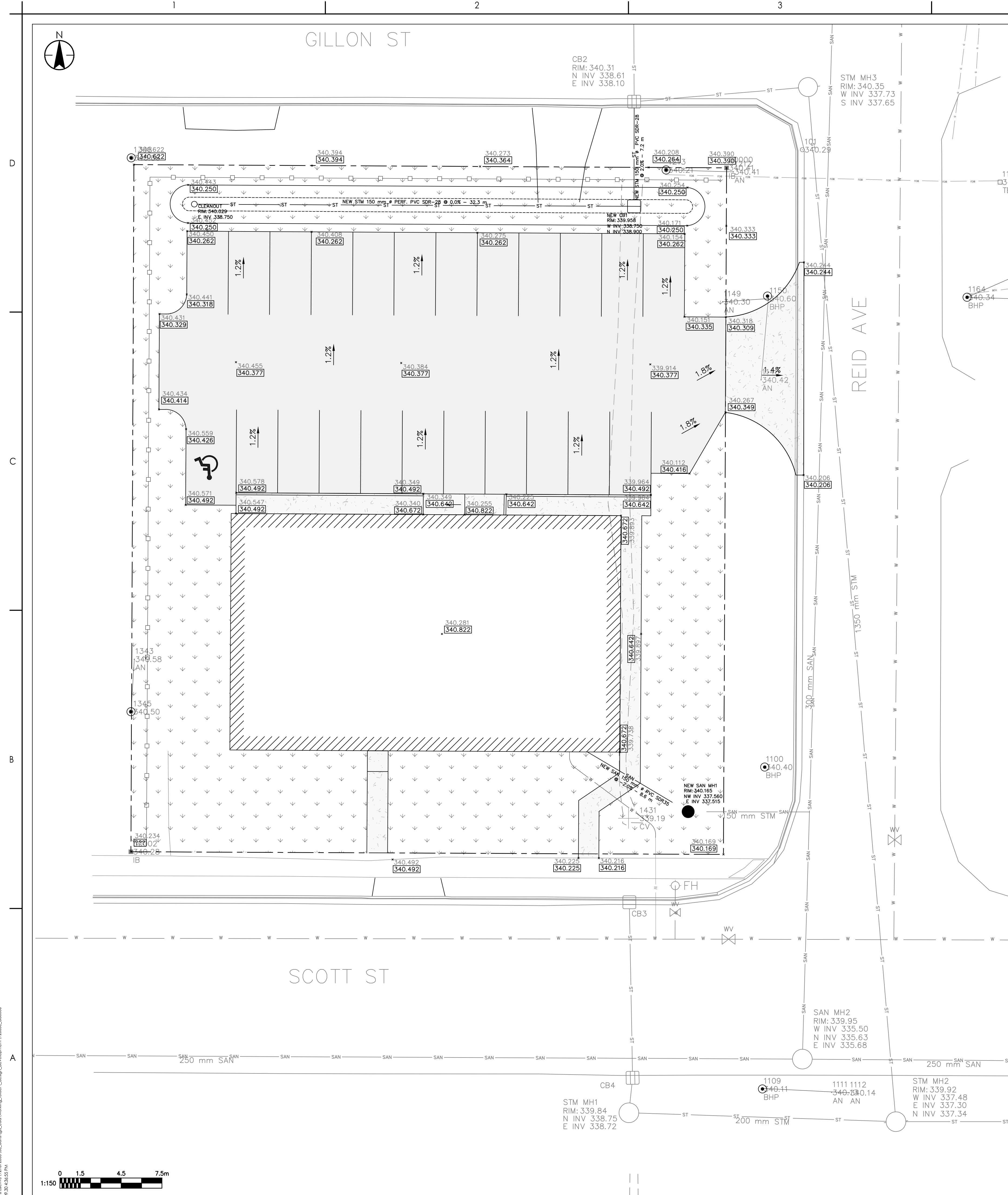
814 Scott Street, Fort Frances ON

Title
NEW CIVIL SITE SERVICING PLAN

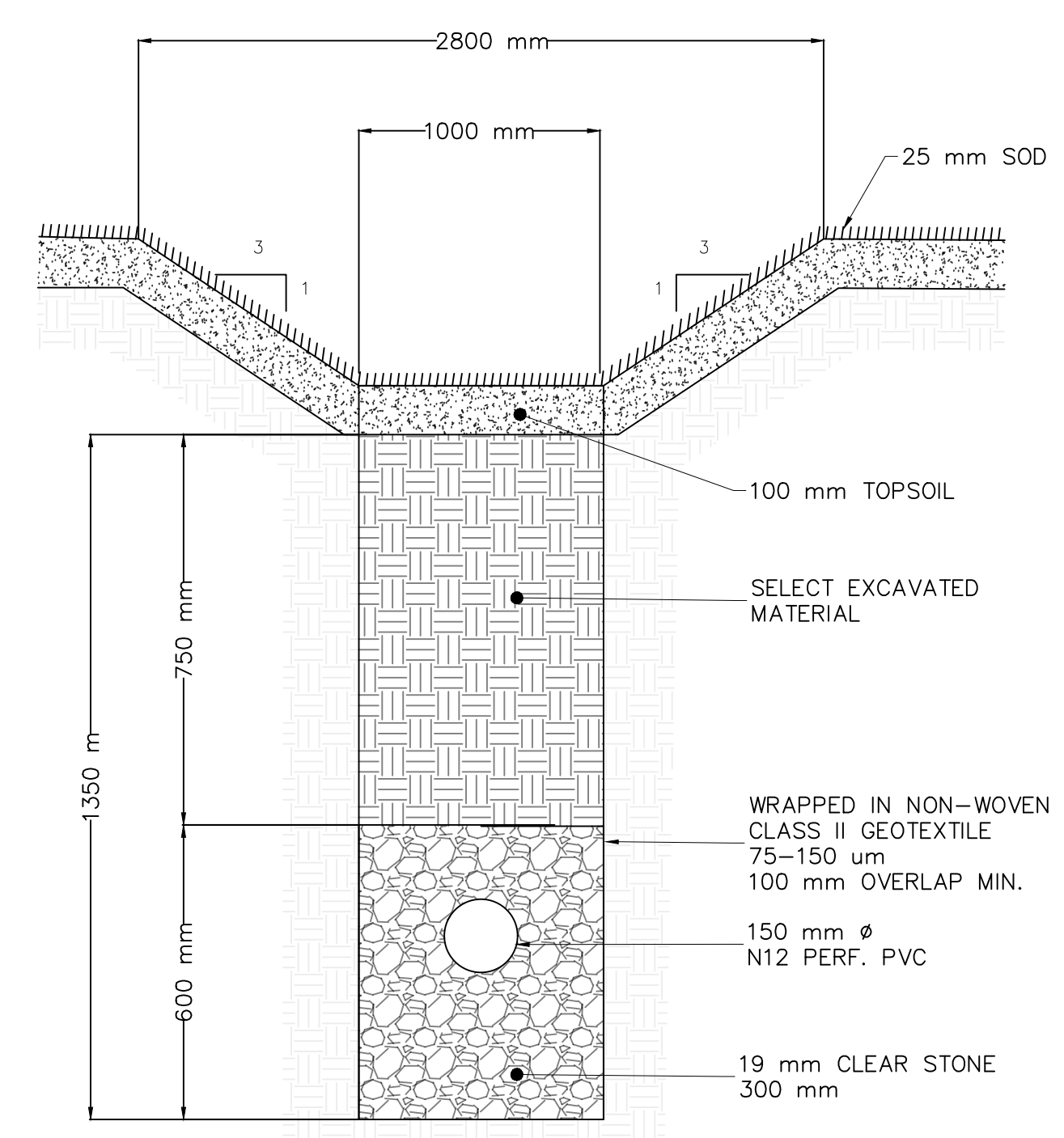
Project No.	Scale
129672065	

Revision	Sheet	Drawing No.
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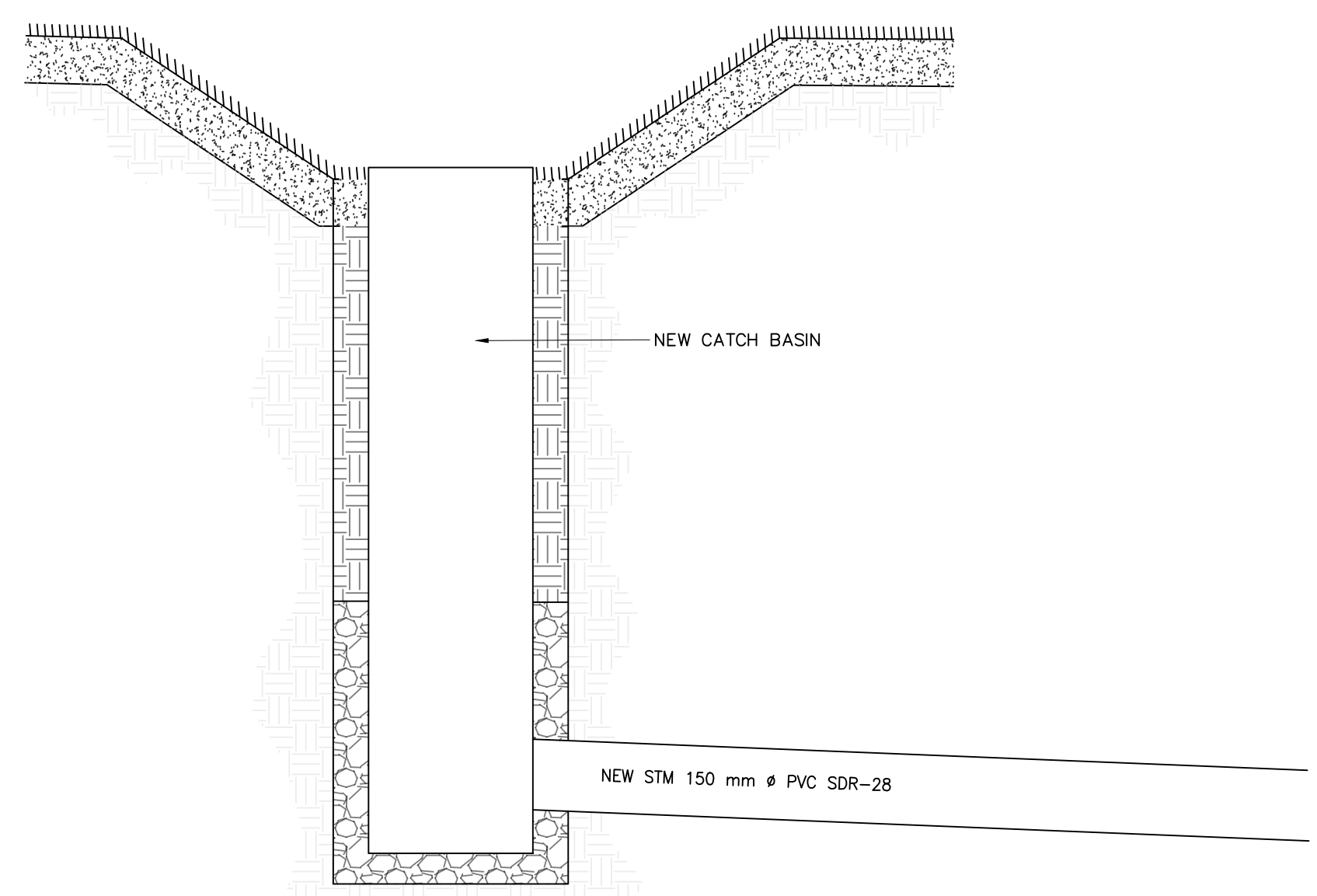




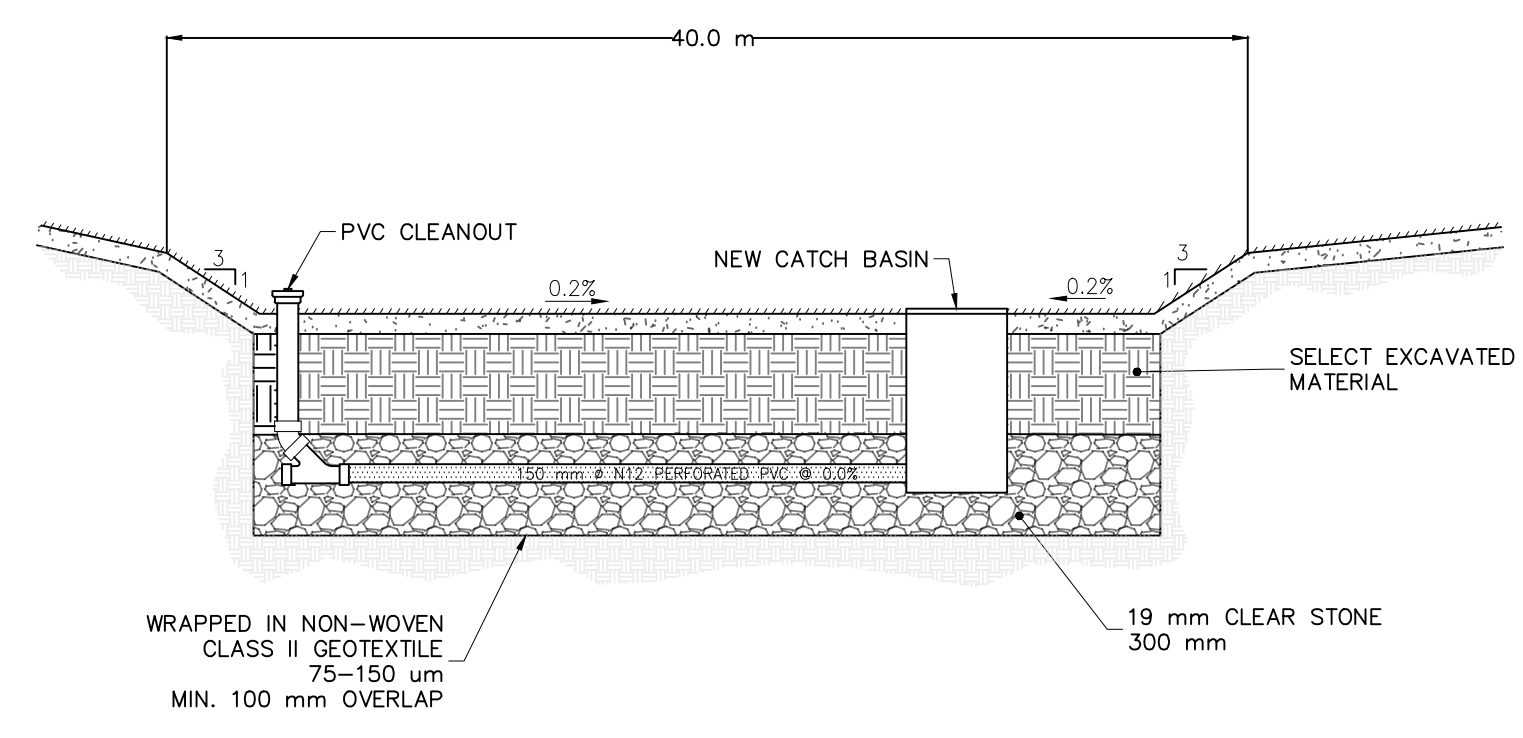
D
c.01 TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



E
c.01 TYPICAL STORMWATER MANAGEMENT FACILITY CATCH BASIN OUTLET
NTS



F
c.01 TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



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1263 Innovation Drive
Thunder Bay ON P7B 0A2
Tel: (807) 626-5640
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Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
**PRELIMINARY GRADING PLAN AND
STORMWATER MANAGEMENT PLAN**

Project No. 129672065	Scale
Revision 00	Sheet 03 of 03
Drawing No. C.03	



Functional Site Servicing and Stormwater Management Design Brief

18-Unit Apartment Building

814 Scott Street

Fort Frances, Ontario

September 30, 2020

Prepared for:

Hillside Construction

Mr. Terry Thiessen
Project Coordinator
1-49 Clearsprings Road
Steinbach, Manitoba
R5G 1V2

Prepared by:

Stantec Consulting Ltd.



Revision	Description	Author		Quality Check		Independent Review	
00	DRAFT	LV	09/30/2020	TR	09/30/2020		

DRAFT



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

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Prepared by _____ **DRAFT**
(signature)
Luke Viljakainen, B.Eng.

Reviewed by _____ **DRAFT**
(signature)
Tyler Rizzuto, BA, CPT



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Appendix A: Plan and Profile Drawings



Introduction

1.0 INTRODUCTION

Stantec Consulting Ltd. (Stantec) was retained by Hillside Construction Inc. (Owner) to complete civil engineering, geotechnical, and legal and topographical survey services to support the design of a new 18-unit apartment building in Fort Frances, Ontario.

Stantec understands the project is located within the municipality at 814 Scott Street. The existing building on the property will be demolished to accommodate the proposed development, which also includes # parking stalls, concrete sidewalks, and greenspace.

The property is approximately 0.2 ha and is currently zoned Commercial (C2). Due to the land use change from commercial to residential, a record of Site Condition (RSC) will be required in accordance with Ontario Regulation (O. Reg.) 153/04 made under the Environmental Protection Act.



2.0 WATER SERVICING

2.1 EXISTING WATER SERVICING

Existing 250 mm and 150 mm watermains are located within Scott Street and Reid Avenue, respectively. The site is provided a 50 mm water service terminated at property line connecting to the Scott Street watermain. An existing fire hydrant is located at the corner of Scott Street and Reid Avenue.

2.2 PROPOSED WATER SERVICING

Based on the total fixtures proposed for the apartment building and Table 7.6.3.2.A of the OBC (2012), the total Fixture Unit (FU) count was estimated. Based on the FU count calculated and Figure 4-3 of the AWWA Sizing Water Service Lines and Meters, Third Edition (2014), the probable water demand is estimated to be 4.0 l/s.

The building will be provided a new 50 mm service connecting to the stubbed water service at property line.

2.3 FIRE PROTECTION

It is Stantec's understanding that the proposed apartment building will not be provided a sprinkler system for fire protection. In accordance with section 3.2.5.7 of the OBC (2012), any point of a building perimeter facing a street is to be within 90.0 m horizontally of the nearest fire hydrant. This distance requirement is achieved by the existing fire hydrant located at the corner of Scott Street and Reid Avenue.

A fire hydrant flow test is required to determine the available water supply at a residual pressure of 20 psi. The minimum water supply to control a major fire is based on the Fire Underwriters Survey (FUS); this assessment includes stock details such as building size, type of construction, exposures, occupancy, and fire protection systems. The FUS assessment is pending the completion of the fire hydrant flow test.



3.0 SANITARY SERVICING

3.1 EXISTING SANITARY SERVICING

Existing 300 mm sanitary sewers are located within Scott Street and Reid Avenue. The site is provided a 150 mm sanitary service terminated at property line connecting to the Reid Avenue sanitary sewer.

3.2 PROPOSED SANITARY SERVICING

The building will be provided a new 150 mm sanitary service extending from the stubbed sanitary service at property line. The sanitary service will target a 2.0% slope and during peak flows will not exceed 18.6% of its available capacity.

In accordance with section 7.4.7.2.(3) of the OBC (2012), the first manhole to which the sanitary service connects to shall not exceed 30 m. This distance requirement is achieved by a proposed manhole located 8.6 m from the southeast corner of the building; the location of the manhole also facilitates the change in direction and connection to stubbed sanitary service.



4.0 STORMWATER MANAGEMENT

The proposed site will be provided a stormwater management plan (SWM) that addresses quality and quantity control considerations. Through consultation with the Town of Fort Frances and Provincial Best Management Practices (BMP's), the proposed plan will incorporate the following:

1. Control the post-development peak discharge rates for the 2-year through 50-year storm events exceeding the pre-development rates.
2. Quality control in accordance with the MOECC's basic level of protection, which requires the long-term average removal of 60% of total suspended solids.
3. Pre-development and post-development catchment areas are shown on **Figure 1** and **2**, respectively. Plan and profile drawings for the development can be found in **Appendix A**.

4.1 EXISTING CONDITIONS

Existing runoff for the subject site is conveyed east via sheet flow to an existing swale and culvert located at the southeast portion of the site. Flow is conveyed through the culvert and discharge into an existing catch basin and subsequent 300 mm storm sewer on Scott Street.

The pre-development catchment area is comprised of existing building, gravel parking lot and green space. The total impervious percentage (TIMP) is 33%.

4.2 PROPOSED SWM PLAN

The subject property is divided into two sub catchment areas: catchment 201 is 0.11 ha in size and is comprised of the proposed asphalt parking lot, concrete sidewalks, and green space, and catchment 202 is 0.10 ha in size and is comprised of the proposed apartment building, concrete sidewalks, and green space. The TIMP for catchment 201 and 202 is 78% and 48%, respectively.

The majority of catchment 201 will direct stormwater runoff towards Scott Street via sheet flow; the east portion of the site between Reid Street and the concrete sidewalk will be directed towards the existing culvert and subsequent storm sewer system.

Catchment 202 will direct stormwater runoff towards the proposed SWM facility via sheet flow and is oversized to accommodate the uncontrolled runoff discharged from catchment 201. The following table summarizes the PCSWMM modeling results for the pre-development, post-development, and controlled development peak flows:



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

Stormwater Management

Table 1 PCSWMM Model Peak Flows

Catchment	Pre-development (m ³ /s)	Post-development (m ³ /s)	Controlled-development (m ³ /s)
201	0.042	0.046	0.038
202	0.039	0.041	0.041
Total	0.081	0.087	0.079

Based on the PCSWMM controlled development simulation, a total storage of 19.30 m³ is required for catchment 201 to obtain a peak flow of 0.038 m³/s from 0.046 m³/s. The storage facility provides a total of 40 m³ of active storage and 10 m³ of infiltration storage through a perforated pipe and clear stone system. Flow will be controlled via orifice located within a proposed catch basin. The catch basin will connect to an existing storm sewer system on Gillon Street.



5.0 GRADING AND DRAINAGE PLAN

The lot grading and drainage plan will utilize existing drainage features as well as a proposed stormwater management facility to convey stormwater runoff safely and effectively.

A 2.0% apron is provided around the entire apartment building to ensure positive drainage. Steeper slopes are found along Scott Street, but do not exceed 5.0%. The parking lot targets a 1.2% slope towards the stormwater management facility. Drainage along Reid Street is similar to the existing site conditions, where runoff is directed towards an existing culvert at south east portion of the subject site.

The proposed apartment building will achieve a minimum 150 mm clearance from finish floor to landscape areas. The finish floor elevation will be matched at all entrances to the building providing accessible transitions. Sidewalk slopes do not exceed 5.0% with landings less than 10 m apart for accessibility. Ramps are located where barrier free parking stalls meet the parking lot surface. Adequate drainage is provided adjacent to sidewalks to avoid accumulation of water.



Appendix A PLAN AND PROFILE DRAWINGS



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95% DRAFT REVIEW	TR	LV	2020.09.29
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_SWM03
Project Number: 129672065

TR	LV	AR	2020.09.29
<u>Dwn.</u>	<u>Dsgn.</u>	<u>Chkd.</u>	YYYY.MM.DD

1. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE FUNCTIONAL SITE SERVICING DESIGN BRIEF.
2. SITE PLAN PREPARED BY OTHERS
3. NOT FOR CONSTRUCTION

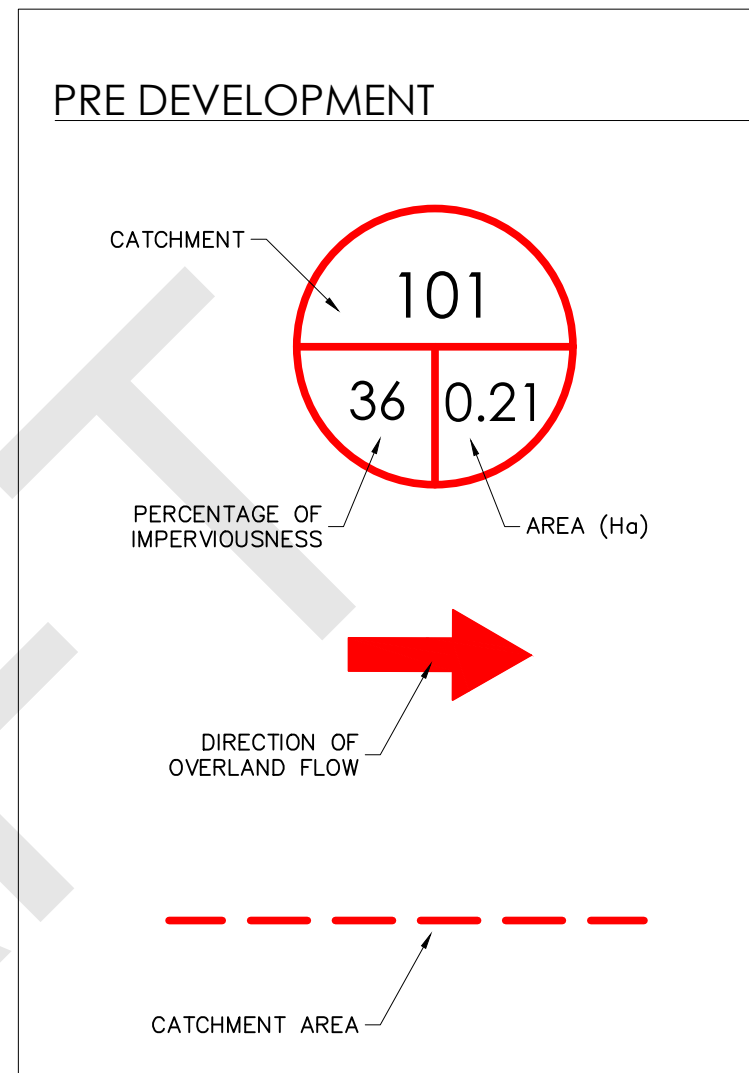
CLIENT

HILLSIDE CONSTRUCTION

Project
NEW 18 UNIT APARTMENT BUILDING
CIVIL FUNCTIONAL SITE SERVICING
814 SCOTT STREET, FORT FRANCES, ON

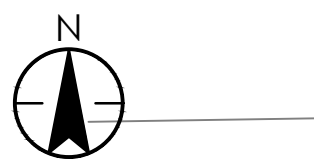
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PRE DEVELOPMENT CATCHMENT

Revision	Date
00	2020/09/29
Reference Sheet	Figure No.



CATCHMENT AREA

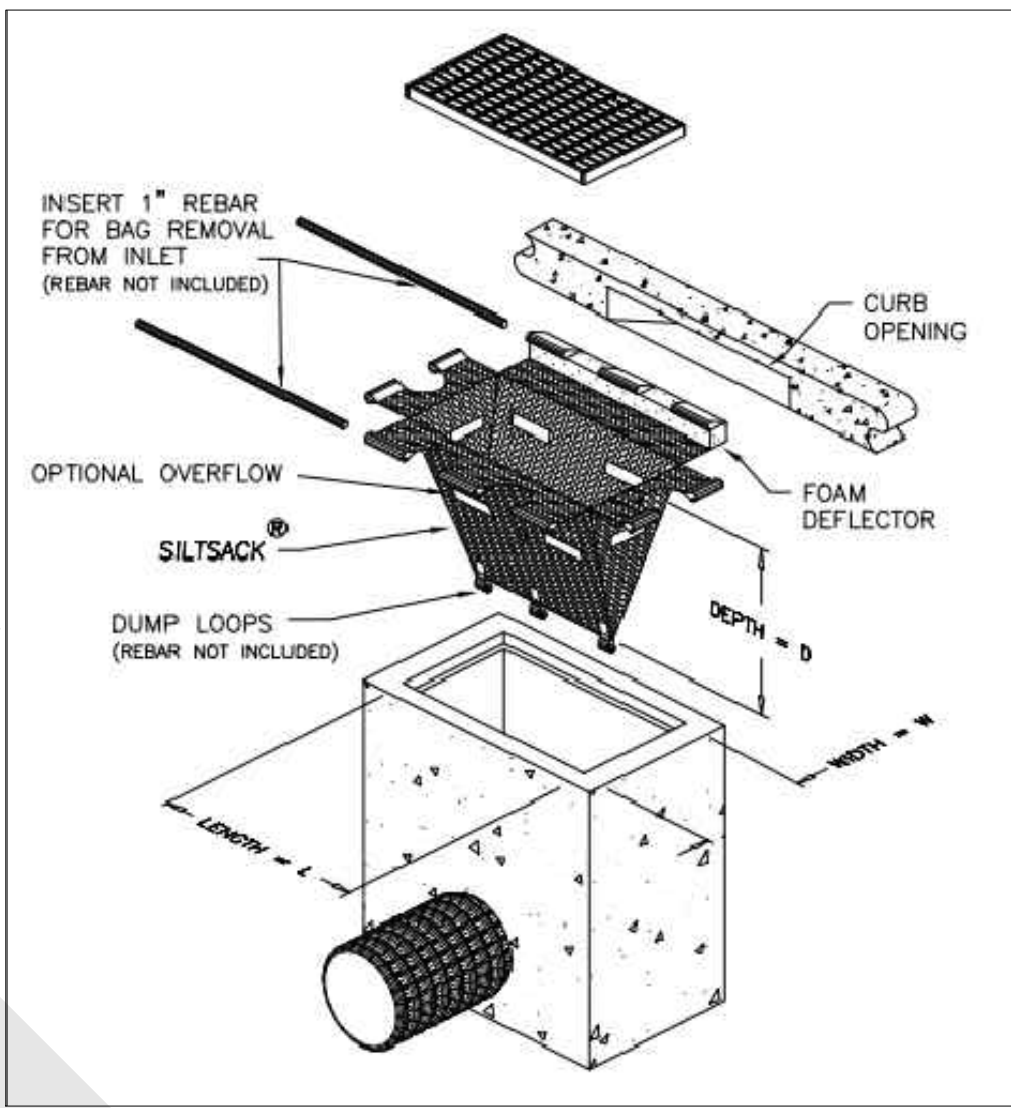




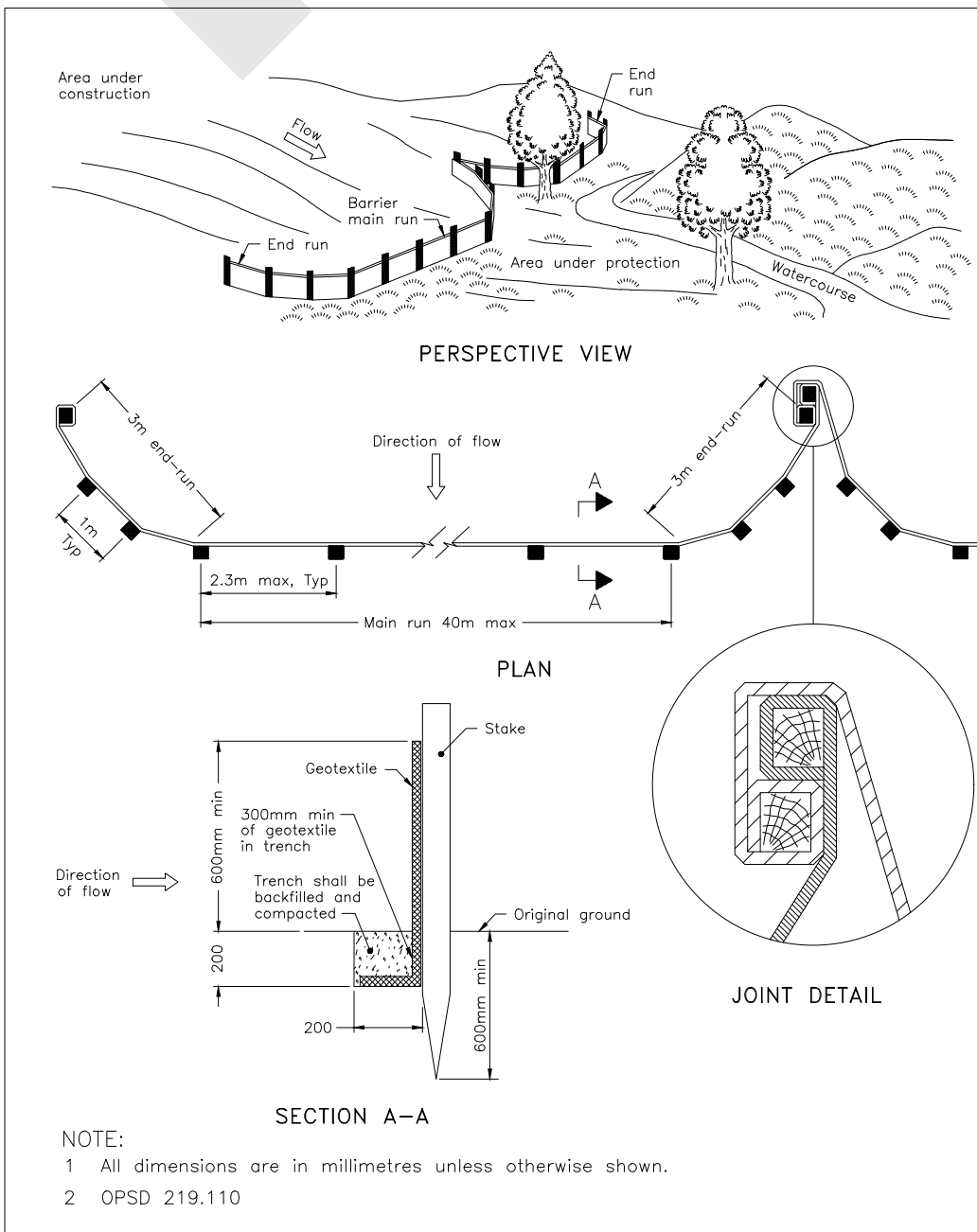
GILLON ST

REID AVE

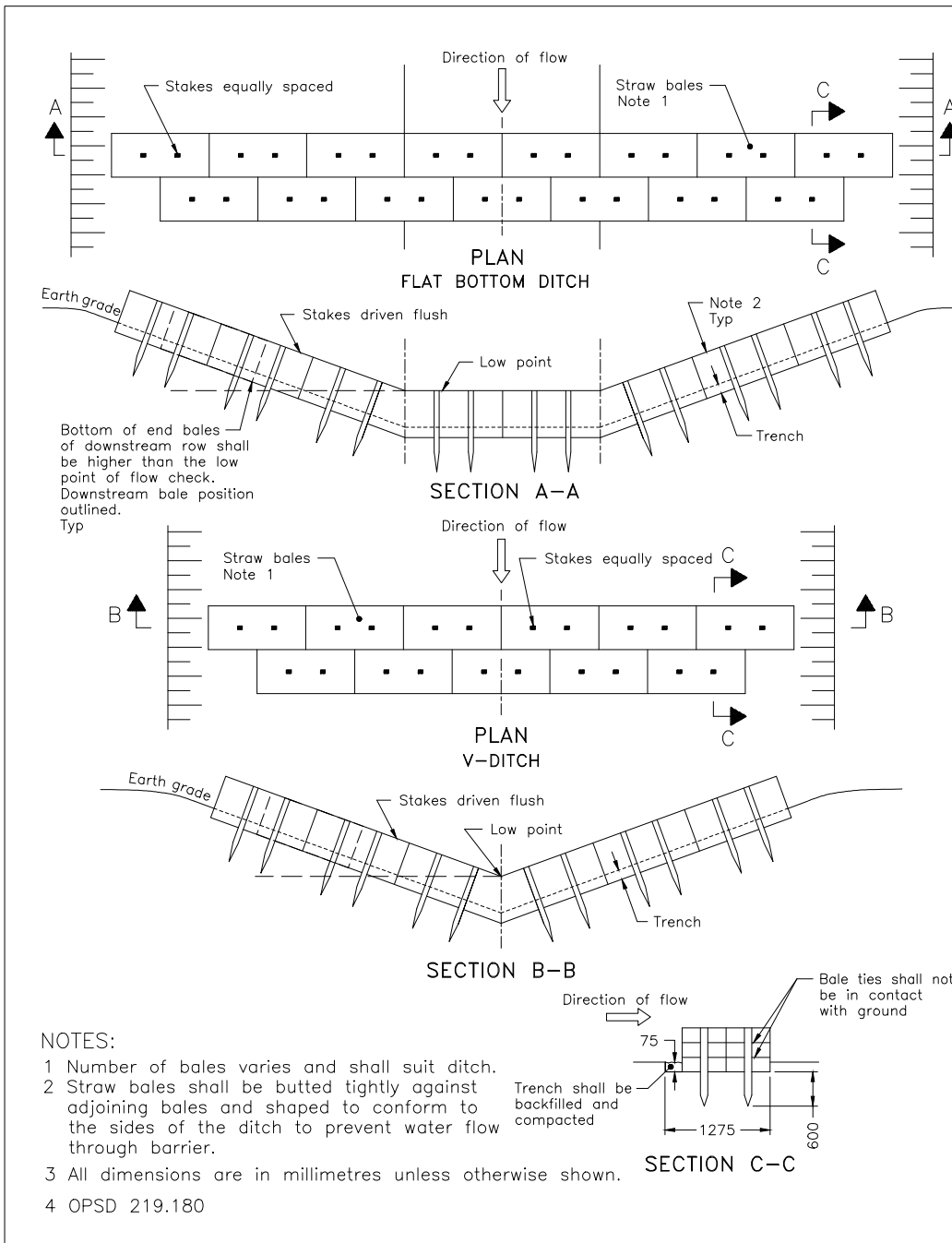
SCOTT ST



A
c.01 CATCH BASIN SILT SACK
NTS



B
c.01 LIGHT DUTY SILT FENCE
NTS



C
c.01 STRAW BALE FLOW CHECK DAM
NTS



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NOT TO BE USED FOR CONSTRUCTION

DRAFT REVIEW	TR	LV	2020.09.30
Issued	By	Appd	YYYY.MM.DD
File Name: 72045C_DC0006	TR	TR	2020.09.30
	Dwn.	Dsgn.	Chkd. YYYY.MM.DD

Permit/Seal

Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
SITE PLAN AND EROSION SEDIMENT CONTROL PLAN

Project No. 129672065	Scale
Revision 00	Sheet 01 of 03
Drawing No. C.01	



GILLON ST

CB2
RIM: 340.31
N INV 338.61
E INV 338.10

CONNECT TO EX CB2
NEW S. INV 337.756

STM MH3
RIM: 340.35
W INV 337.73
S INV 337.65

1308
340.56
AN

1213
340.21
AN

50000
340.41
AN

1157
340.44
TB

OLEOROUT ST
RIM: 340.329
E INV 338.750

NEW CB1
RIM: 339.858
W INV 338.756
N INV 338.900

NEW CB
C/W IPC
SIZE J60

COORDINATE WITH
FORT FRANCES POWER
CORPORATION TO
RELOCATE EXISTING HYDRO
POLE AND GUY WRES.

1149
340.30
AN

1150
340.60
BHP

1164
340.34
BHP

1162
340.44
AN TB

REID AVE

1148
340.42
AN

NEW SAN MH1
RIM: 340.165
W INV 337.660
E INV 337.915

NEW SAN MH1
RIM: 340.165
W INV 337.660
E INV 337.915

APPROXIMATE LOCATION SAN
SERVICE 150 mm PVC WWS
DESIGNED BY OTHERS.

APPROXIMATE LOCATION
50 mm COPPER DCW
DESIGNED BY OTHERS.

NEW DCW SERVICE
50 mm COPPER TYPE K
9.5m

SCOTT ST

STM MH1
RIM: 339.84
N INV 338.75
E INV 338.72

1109
340.11
BHP

1111 1112
340.14
AN AN

STM MH2
RIM: 339.92
W INV 337.48
E INV 337.30
N INV 337.34



Stantec Consulting Ltd.
1263 Innovation Drive
Thunder Bay ON P7B 0A2
Tel: (807) 626-5640
www.stantec.com

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Notes

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Permit/Seal

Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
NEW CIVIL SITE SERVICING PLAN

Project No.
129672065

Scale

Revision Sheet
00 02 of 03

Drawing No.
C.02



GILLON ST

CB2
RIM: 340.31
N INV 338.61
E INV 338.10

STM MH3
RIM: 340.35
W INV 337.73
S INV 337.65

REID AVE

SCOTT ST

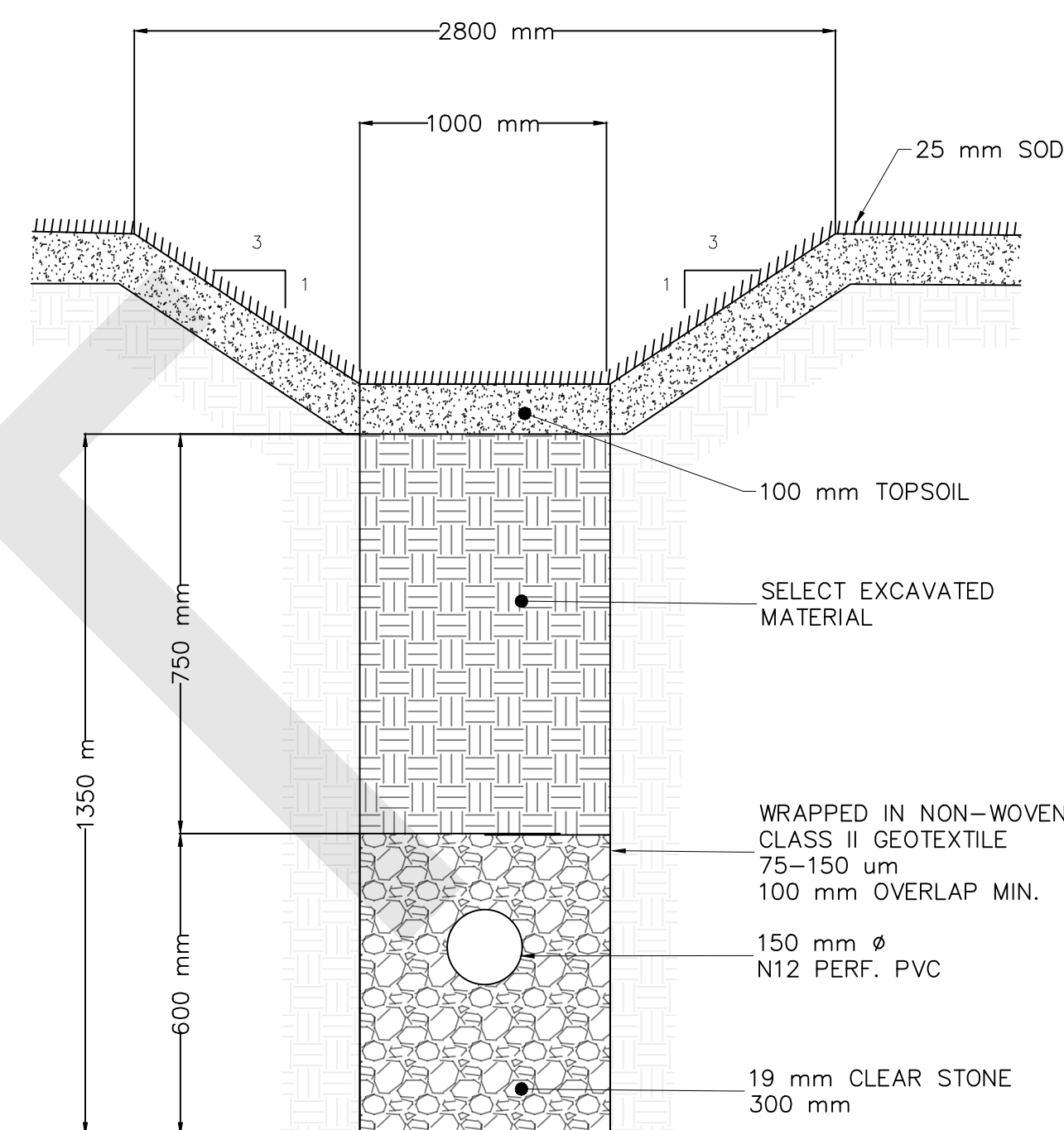
STM MH1
RIM: 339.84
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E INV 338.72

SAN MH2
RIM: 339.95
W INV 335.50
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E INV 335.68

STM MH2
RIM: 339.92
W INV 337.48
E INV 337.30
N INV 337.34

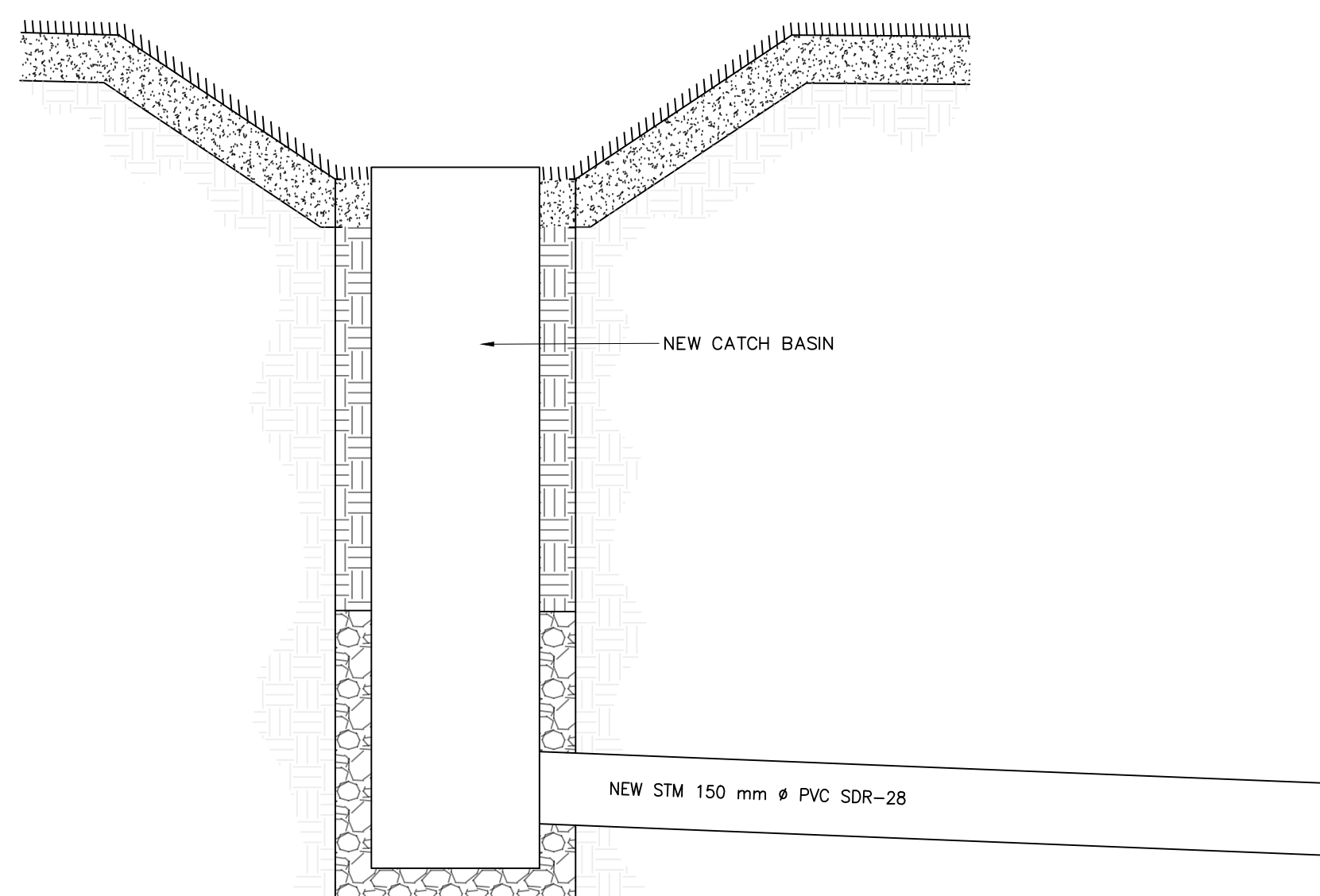
D
c.01

TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



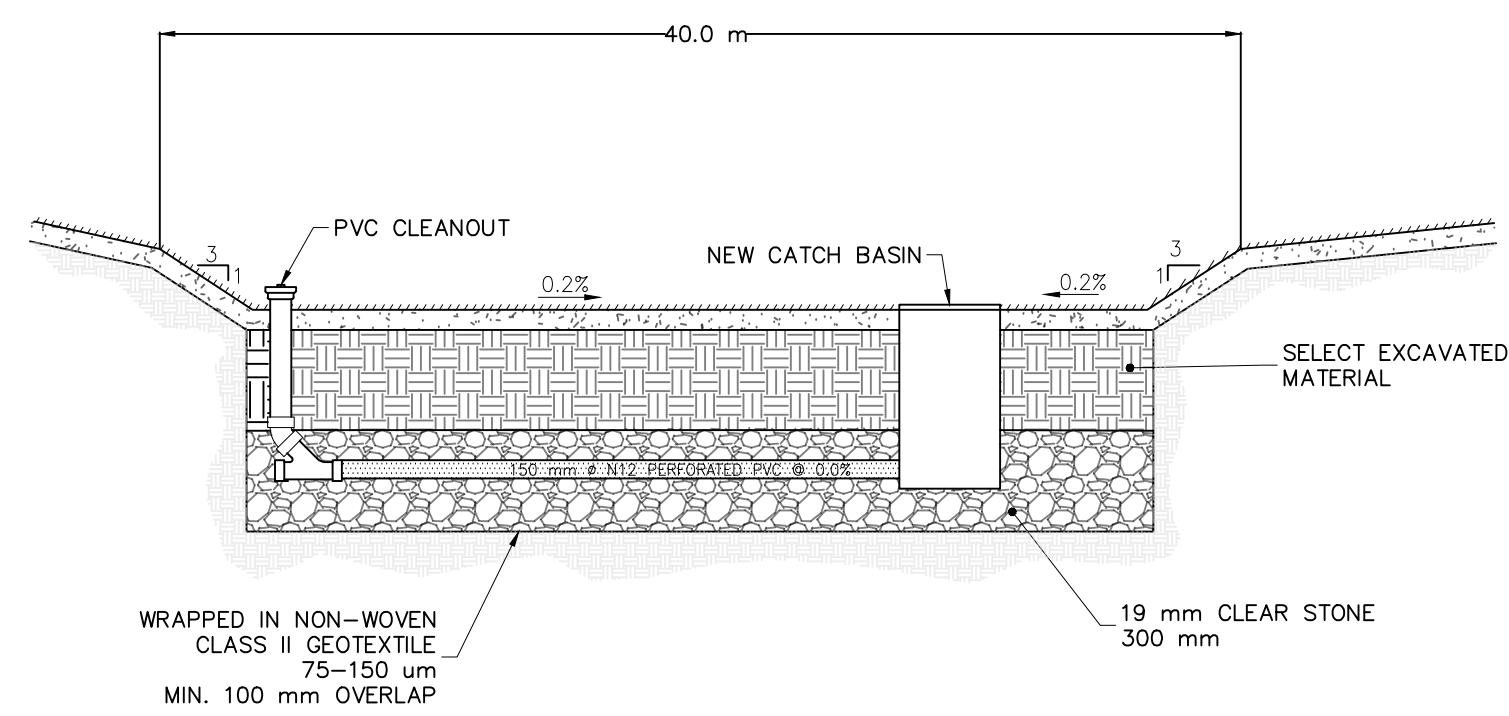
E
c.01

TYPICAL STORMWATER MANAGEMENT FACILITY CATCH BASIN OUTLET
NTS



F
c.01

TYPICAL STORMWATER MANAGEMENT FACILITY
NTS



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File Name: 72065C_DD0006	TR	LV	2020.09.30
	Dwn.	Dsgn.	Chkd. YYYY.MM.DD

Permit/Seal

Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
**PRELIMINARY GRADING PLAN AND
STORMWATER MANAGEMENT PLAN**

Project No. 129672065	Scale
Revision 00	Sheet 03 of 03
Drawing No. C.03	

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, **an 18 unit three storey apartment building** (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 _____, 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 **an 18 unit three storey apartment building**. 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 grading, site and external servicing plans, municipal service connection designs, 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;
 - (ii) all water and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating in accordance with the conditions established by the Municipality; and
 - (iii) 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.

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 install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of water mains 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.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. 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.
 - (h) 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.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) 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.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) 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.
 - (n) 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.

- (o) 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.
 - (p) 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.
 - (q) 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.
 - (r) 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 or successor branch or agency (herein, "MOE").
 - (s) 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;
 - (t) 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.
 - (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
 - (v) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
 - (w) 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.
 - (x) 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.
 - (y) 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

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 or 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.

The Owner acknowledges that any action or non-action taken by the Municipality or by 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:

[REDACTED]

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

Schedule 1

Legal Description of Lands

PCL 411-1 AND PCL 411-2 SEC ALTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.

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

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')

01 – Site & Landscaping Plan
02 – Schedules & Notes
03 – Foundation Plan
04 – L1 Floorplan
05 – L2 Floorplan
06 – L3 Floorplan
07 – Elevations – FB
08 – Elevations – LR
09 – 2 nd Floor Joist Plan
10 – 3 rd Floor Joist Plan
11 – Cross Section
12 – Tall Sections
13 – Sections
Civil Works Plans
Stormwater Management 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	
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** If project value changes, then Letter of Credit value will be amended accordingly.

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) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.
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: October 5, 2020

Report To: Planning and Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Site Plan Control Discussion

The use of site plan control in my tenure and from historical research within the Town of Fort Frances has been somewhat inconsistent. The balance between promoting development by reducing roadblocks and utilizing site plan control to have some control over a project especially in relation to stormwater management create a fine line to walk in promotion and restriction.

Members of the committee as well as myself have heard from some parties that the use of site plan control creates roadblocks and additional costs to the already high cost of building. Whereas, on the other hand many developers expect these regulations and are prepared for them.

Currently, outside of single-family dwelling construction and associated projects, most development scenarios are brought forward to the Committee and then Council to determine whether to enact site plan control. This method works well to keep these parties up to date on development, though immediately creates a minimum two-week holding window (4 weeks in the summer) on a project if deemed not necessary, and even greater if necessary.

The intent behind this report is to generate discussion amongst the committee to determine if they wish to continue to consider each development on an individual basis, or if they may wish to consider that administration prepare a Site Plan Control By-Law which would provide specific development criteria which would clearly state when and when not to use site plan control.

A few sample by-laws have been included with this report for discussion.

Respectfully submitted



Cody Vangel, EIT
Chief Building Official & Municipal Planner

The Corporation of the City of Kenora

By-Law Number 189 - 2010

A By-Law to Designate the Whole of the City of Kenora as a Site Plan Control Area, Pursuant to Section 41 of the Planning Act, R.S.O. 2001, Chapter P-13, As Amended and to Adopt Certain Procedures for the Processing of Site Plan Control Applications and to Exempt Certain Classes of Development from Approval of Plans and Drawings and to Repeal By-Law Number 63-2010

Whereas Subsection 41(12) of The Planning Act, R.S.O., 2001, c.P.13 provides that a Council of a local municipality may, where in an official plan an area is shown or described as a proposed site plan control area, designate the whole or any part of such area as a site plan control area; and

Whereas the Official Plan for the City of Kenora describes the whole of the City of Kenora as an area subject to Site Plan Control.

Now Therefore Be It Resolved That:- the Council of the Corporation of the City of Kenora enacts as follows:

All lands within the limits of the City of Kenora effective July 14, 2005 are subject to the provisions of this By-law, and of S.41(4) of the Planning Act, R.S.O. 2001 c.P-13.

2. GENERAL PROVISIONS

Subject to Section 3 (a), Exemptions, the following residential, commercial, industrial and institutional developments shall be subject to Site Plan Control:

- (1) New non-residential developments or additions to existing non-residential developments.
- (2) Any residential development containing four (4) or more dwelling units.
- (3) The development, redevelopment, alteration or expansion of any above ground broadcasting and communications buildings or structures.
- (4) The development, redevelopment, alteration or expansion to any above ground utilities infrastructure, including wind or water turbines.
- (5) Commercial Parking Lots and Commercial Parking Structures as defined in Section 14 of this By-law.
- (6) Day Care Centre: Any facility which is constructed or converted for use as a Day Care Centre as defined in Section 14 of this By-law, unless included as part of a previously approved commercial development.
- (7) Any patio accessory to a commercial use and located outdoors on private property; this does not apply to industrial or institutional uses.
- (8) Environmental Areas: Any development on or adjacent to lands designated environmental protection area, environmental resource area, environmental wetland area, area of natural or scientific interest or similar designation in an Official Plan, including Black Sturgeon Lake, or identified through reports required as a component of an application for development, made under the *Planning Act*. This section applies equally to the adjacent lands. For the purpose of this section, adjacent lands means those lands contiguous to a specific natural heritage feature or area where it is likely that development or site alteration would have a negative impact on the feature or area.
- (9) Harbourtown Centre: Any development located within the Harbourtown Centre.

(10) Propane: Any propane transfer station.

(11) Any development on property located on Tunnel Island, north of Lakeview Drive and owned or controlled by the City of Kenora.

(12) Any new development of, or conversion to, a community based care facility, school, place of worship, private social facility, hospital, cultural facility or community centre.

(13) Any new development of or conversion to community homes, residential care facilities, detoxification centres, recovery homes, crisis care shelters, corrections residences or community support houses as defined in Section 14 of this By-law.

(14) Any development of real property designated under the Ontario Heritage Act where the addition or alteration has the effect of adding one or more dwelling units, adding more than 100 square metres of building area or altering site grading; and any development of new buildings or additions more than 100 square metres on lands abutting a real property designated under the Ontario Heritage Act.

(15) Any development of a commercial outdoor recreational facility such as a campground, swimming pool or amusement park.

(16) Any industrial development including, but not limited to, the lands known as the City of Kenora Industrial Park per Schedule B to this By-law.

3. EXEMPTIONS

The following classifications of development shall be exempt from Site Plan Control:

(a) Developments which upon, preliminary review by the City of Kenora's Planning Administrator and/or the Chief Building Official, or in their absence, or in conjunction with, the Operations Manager, determine that the development complies with Municipal By-laws and is beyond the intent of this By-law or the scope of Section 41 of The Planning Act, R.S.O. 2001, Chapter P-13.

- (1) Notwithstanding Section 2.8 and 2.9, regarding development near designated environmental areas and Harbourtown Centre, to the contrary, one or two or three unit dwellings shall be exempt from site plan control, unless site plan control has been made a condition of consent for severance, easement, lease, lot addition or of approval of a subdivision or condominium description;
- (2) Notwithstanding Section 2.8 and 2.9, regarding development near designated environmental areas and in the Harbourtown Centre area, to the contrary, a bed and breakfast with not more than 4 guest bedroom or building or structure accessory thereto;
- (3) Notwithstanding Section 2.8 and 2.9, regarding development near designated environmental areas and in the Harbourtown Centre area, to the contrary, a building or structure accessory to a non-residential use if the gross floor area of the accessory building or structure is less than 10 square metres;
- (4) Works which result from the requirements of the Fire Marshall's Act or an Order issued by the Corporation's Fire Department.
- (5) Where there is an approved Site Plan, any deviation from any dimension respecting the location of buildings and structures shown in the approved plans provided the deviation does not exceed 0.3 metre and, further, provided the deviation does not result in a violation of the requirements of any By-law enacted by the Corporation or other applicable law.
- (6) Interior building alterations which do not involve a change in major occupancy as defined by the Ontario Building Code.

- (7) Signs, which are not erected as part of a commercial development, and temporary construction buildings placed in accordance with any applicable By-law.
- (8) A utility installation having a gross floor area of less than 10 square metres
- (9) Any change to the public parking area in a commercial parking lot necessary to provide handicapped parking or an authorized sign required by By-law, provided the change is accommodated within an area of the public parking area used for the parking of motor vehicles or vehicular access to an area used for the parking of motor vehicles,
- (10) Any change to the following developments:
 - (i) bed and breakfast with not more than 4 guest bedrooms,
 - (ii) group home that accommodates 10 or less people not including staff, within one building;
 - (iii) one-unit dwelling,
 - (iv) triplex dwelling,
 - (v) two-unit dwelling,
 - (vi) involving a swimming pool, deck, landscaping, site works including driveways, or an outdoor recreational structure that serves the development.

4. DELEGATION OF AUTHORITY

(1) The City of Kenora's Planning Administrator and the Chief Building Official, or in their absence, the Operations Manager, are hereby delegated as being appointed officers of the City to exercise Council's powers or authority under section 41 of the Planning Act, R.S.O. 2001, c.P.13, as amended, to approve plans and drawings, to impose conditions and to require agreements.

(2) Notwithstanding the provisions of Section 5(1) of this By-law, where a development is referred back, or requested to be referred back, to Council, Council's power and authority with respect to all powers or authority under section 41 of the Planning Act, shall be retained, unless Council elects to delegate same to the Property and Planning Committee.

(3) Except for the exemptions listed in Section 3 above, no persons shall undertake any development in the City of Kenora until City Council or the Ontario Municipal Board, in accordance with Section 41 of the Planning Act, has approved of the plans and any required Agreements have been entered into respecting matters set out in Section 41 of the Planning Act, R.S.O. 2001, Chapter P-13 as amended.

5. APPROVAL AUTHORITY

Notwithstanding the provisions of Section 4 (1) of this By-law, the Property and Planning Committee of Council shall retain all powers and authority under Section 41 of the Planning Act where:

- (1) The City of Kenora's Planning Administrator and/or the Chief Building Official at his/her sole discretion refers the matter to the Committee; or
- (2) The applicant requests in writing that the matter be referred to the Committee; or
- (3) Any member of City Council may make a request in writing, to the Operations Manager, that the request for Site Plan Control Approval be referred to the Property and Planning Committee. Upon receipt of such request, the Operations Manager, or, in the absence of the Manager, Planning Administrator and/or the Chief Building Official, shall refer the matter to the Planning and Property Committee; or
- (4) Notice of receipt of an Application for Site Plan Control Approval shall be circulated to the Mayor and members of City Council at the same time as it is circulated to the internal technical departments and external agencies for review and comment; or

(5) The Property and Planning Committee, at the time of consideration of an Application for Official Plan Amendment and/or Zone Change, may pass a resolution requesting that the development proposal be subject to Site Plan Control and/or that the Application be referred to the Committee for approval.

6. AGREEMENTS

(1) Council's authority under Section 41(7)(c) of the Planning Act to require an owner to enter into an agreement with The Corporation of the City of Kenora and the authority to approve the form of agreement is hereby delegated to the Chief Building Official or Planning Administrator or the Operations Manager and they are hereby authorized to recommend execution of any agreement or amendments thereto which may be required pursuant to the provisions of this By-law;

(2) The Mayor or Clerk is hereby authorized to execute on behalf of The Corporation of the City of Kenora under corporate seal any agreement which may be required pursuant to the provisions of this By-law upon the written recommendation of the Chief Building Official or Planning Administrator, the Operations Manager or the Property and Planning Committee or City Council, as the case may be;

(3) Where the matter has been referred to the Property and Planning Committee pursuant to Section 6 of this By-law, the Planning Committee shall exercise the same authority as provided for in Section 6(1) and 6(2) of this By-law with the necessary modification and such actions shall be evidenced by way of resolutions passed by the Committee;

(4) Registration of Agreement: Any agreement or amendment thereto entered into in accordance with this By-law, shall be registered against the title of the land to which it applies;

(5) Section 427 of the Municipal Act, R.S.O. 2001 Chapter M.45, applies to any requirements made under clauses 7(a) and (b) of Section 41 of the Planning Act and to any requirements made under an agreement entered into under Clause 7(c) of Section 41 of the Planning Act, so that, in default of anything being done pursuant to those sections and agreements by the person required to do it, it may be done at his expense and the expense may be recovered in like manner as municipal taxes.

7. EXECUTION OF AGREEMENTS

The Mayor and City Clerk of the City of Kenora are authorized to execute any agreement required pursuant to this by-law and affix the corporate seal.

8. LIENS

(1) When Council causes any work to be done pursuant to any approval provided for in this by-law, the City shall have a lien for any amount expended by or on behalf of the City and for an administrative fee of ten percent of any amount expended by or on behalf of the City, and the certificate of the City Clerk as to the total amount expended shall be admissible in evidence as prima facie proof of the total amount expended and such total amount together with the administrative fee shall be deemed to be municipal real property taxes and shall be added to the collector's roll of taxes to be collected and shall be subject to the same penalty and interest charges as real property taxes and shall be collected in the same manner and with the same remedies as real property taxes.

(2) Before the certificate of the City Clerk is issued under subsection 8.(1), an interim certificate shall be delivered to the owner of the property that is subject to the lien, as well as to all prior mortgagees or other encumbrances and the affected owner, mortgagees or other encumbrances shall have two weeks from the date of receipt of the interim certificate to appeal the amount shown thereon to Council.

9. PRIOR APPROVALS

Plans, drawings, agreements or other matters approved under Section 41 of the Planning Act by an old municipality shall hereafter be continued, enforced and deemed to have been approved or executed under this by-law.

LETTERS OF UNDERTAKING

9. (1) In the case of a residential development, a letter of undertaking generally in the form shown at Schedule 1 may be provided as an alternative to an agreement where, (a) easements or conveyances are not required to be made to the City after issuance of the building permit, (b) special measures for the protection of existing private trees are not required, (c) the owner is not required to enter into other related development agreements with the City after the issuance of the building permit, and

(d) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions.

(2) In the case of non-residential development, a letter of undertaking generally in the form shown at Schedule 1 may be provided as an alternative to an agreement where,

(a) easements or conveyances are not required to be made to the City after issuance of the building permit,

(c) the owner is not required to enter into other related development agreements with the City after the issuance of the building permit,

(d) special conditions have not been imposed that require an agreement for purposes of enforcement and notification of subsequent owners of the conditions, and

(e) the total amount of securities to be provided to the City does not exceed \$5,000.

10. ADMINISTRATION

(1) Issuance of Building Permits

(a) Notwithstanding any provisions of the Building By-law or any other By-law of the Corporation to the contrary, no building permit shall be issued until the plans and drawings and any such agreements required by the Municipality for such development have been approved by Council, its delegate, or where a referral has been made to the Ontario Municipal Board or so ordered by a Court of competent jurisdiction;

(b) Nothing in this By-law shall prevent development on any lands subject to this By-law where such development is proceeding in accordance with a valid building permit which was issued by the Corporation prior to the passing of this By-law.

(2) Violations and Penalties

(a) Subject to Section 2, no person shall deviate from the plans approved pursuant to this By-law;

(b) Any person who contravenes any of the provisions of Section 41 of the Planning Act, or its successors thereto, or the provisions of this By-law is guilty of an offence and on conviction is liable to the penalties provided for in Section 67 (1) and (2) of the Planning Act, or its successors thereto, as follows:

i) Where a person is convicted, and, if the person is a corporation, every director or officer of the corporation who knowingly concurs in the contravention, the maximum penalty that may be imposed is:

a) on a first conviction, to a fine of not more than \$25,000; and

b) on a subsequent conviction, to a fine or not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

ii) Where a corporation is convicted, the maximum penalty that may be imposed is:

- a) on a first conviction, to a fine of not more than \$50,000; and
- b) on a subsequent conviction, to a fine or not more than \$25,000 for each day or part thereof upon which the contravention has continued after the day on which the corporation was first convicted.

(3) Validity

If any section, clause or provision of this By-law is, for any reason, declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part hereof other than the section, clause or provision so declared to be invalid. It is hereby declared to be the intention that the remaining sections, clauses and provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions hereof shall have been declared to be invalid.

(4) Interpretation

For the purposes of this By-law, words used in the present tense also include the future; words in the singular also include the plural and words in the plural include the singular number; words in the neuter gender include the masculine and the feminine; and the word "shall" is mandatory.

(5) Imperial Values

Only the values provided with metric units of measure which appear in the By-law are official.

(6) Financial Securities

Where an agreement is required pursuant to Section 6. of this By-law, and said agreement requires the submission of financial securities to ensure the satisfactory completion/maintenance of the works required by the Agreement and approved plans listed therein, the amount of the financial security shall be calculated on the basis of the total value of construction, as follows:

- 10% of the first \$500,000.00 of the total value of construction; plus
- 1% of the balance of the value of construction in excess of \$500,000.00.

The total value of construction shall include any proposed buildings, site grading, storm water management facilities, landscaping and paving works, sidewalks, fences, retaining walls, on-site lighting, accessory buildings, or similar required works as shown on the approved plans.

(7) Costs

Unless otherwise negotiated, and approved by Council, payment of all fees/costs associated with the agreement, or the works required within the agreement, shall be the responsibility of the Applicant/property owner.

11. SCHEDULE

Schedule 1 and Schedule A forms part of this by-law.

12. REPEAL

By-law No.63-2010 is hereby repealed.

13. SHORT TITLE

This by-law may be cited as the Site Plan Control By-law, 2010.

14. DEFINITIONS

In this By-law, unless the context requires otherwise, the following definitions and interpretations shall apply:

- (1) **Building By-law** - means any By-law of the Corporation passed pursuant to the Building Code Act, as amended;
- (2) **Building Permit** - means a permit required by the Building By-law;
- (3) **Commercial Parking Lot** - means an open area, including any related aisles, parking spaces, ingress and egress lanes, other than a public street or public lane or parking structure, used for the temporary parking of five or more motor vehicles and available for the public and/or private use, whether or not for compensation or as an accommodation for tenants, employees, clients or customers, other than parking areas which are accessory to a permitted use on the same lot. A commercial parking lot shall have its principal access to a public street or public laneway and shall constitute the main use of the lot;
- (4) **Commercial Parking Structure** – means a partially open and/or enclosed area, including any related aisles, parking spaces, ingress and egress lanes, other than a public street or public lane, used for the temporary parking of five or more motor vehicles and available for public and/or private use, whether or not for compensation or as an accommodation for tenants, employees, clients or customers, other than parking areas which are accessory to a permitted use on the same lot. A commercial parking structure shall have its principal access to a public street or public laneway and shall constitute the main use of the lot;
- (5) **Committee** - means the Property and Planning Committee of the City of Kenora;
- (6) **Corporation** - means The Corporation of the City of Kenora;
- (7) **Council** - means the Municipal Council of the Corporation of the City of Kenora;
- (8) **Community Home** - means a community-based group living arrangement, in a single housekeeping unit, for up to a maximum of seven (7) individuals, exclusive of staff and/or receiving family, who are receiving care consistent with their needs. A Community Home is licensed, funded or approved by the Province of Ontario. Community Homes may provide an eighth bed on an emergency basis which shall be occupied for a maximum of thirty (30) days;
- (9) **Community Support House**- means a community-based group living arrangement, in a single housekeeping unit, for persons from out of the City requiring primarily short term accommodation, which may include incidental counselling services. A Community Support House is intended to provide accommodation for the relatives and friends of persons who may be incarcerated in a local penal institution or who may be receiving treatment in a local medical facility. A Community Support House is licensed, funded or approved by the Province of Ontario;
- (10) **Corrections Residence**- means a group living arrangement, in a secure facility for persons who have been placed on probation, who have been released on parole, who are admitted to the facility for correctional or rehabilitation purposes or who are awaiting trial, and live together under responsible twenty-four (24) hour secure supervision consistent with the requirements of its residents and accepted standards for secure detention. A Corrections residence is licensed, funded or approved by the Province of Ontario or the Federal Government;
- (11) **Crisis Care Shelter** - means a group living arrangement, in a single housekeeping unit, for persons in a crisis situation requiring shelter, protection, assistance, counselling or support and in which it is intended that short term accommodation of a transient nature be provided. A Crisis Care Shelter is licensed, funded or approved by the Province of Ontario;

(12) **Day Care Centres** – A premises as defined by the Day Nurseries Act, RSO, 2001, that receives more than five children primarily for the purpose of providing temporary care or guidance (or both) for a continuous period not exceeding 24 hours, and the children are:

- a) under 10 years of age; or
- b) under 18 years of age if the day nursery will be for children with a developmental disability. under ten years of age in all other cases.

(13) **Development** – means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof, or the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers or of sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46 (1) of the *Planning Act* R.S.O. 2001, c. P.13, s. 41 (1); 1994, c. 4, s. 14; 2002, c. 17, Sched. B, s. 14 (1).

(14) **Detoxification Centre**- means an institution or single housekeeping unit in which persons who are addicted to chemical substances and/or alcohol are admitted for withdrawal, treatment and/or rehabilitation and live together under responsible twenty-four hour supervision consistent with the requirements of its residents. A Detoxification Centre is licensed, funded or approved by the Province of Ontario and shall be registered with the City of Kenora;

(15) **Drawing** - means a graphic rendering, bearing a drawing number, date or date of revision and drawn to scale, showing plan, elevation and cross-section views for each industrial and commercial building to be erected and for each residential building containing twenty-five or more dwelling units to be erected, which is sufficient to display:

- (a) the massing and conceptual design of the proposed building;
- (b) the relationship of the proposed building to adjacent buildings, streets and exterior areas to which members of the public have access; and
- (c) the provision of interior walkways, stairs and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings.

(16) **Erect** - means the carrying out of any activity within the meaning of **Development** herein;

(17) **Land** - includes lands, tenements, and hereditaments, and any estate or interest therein, and any right or easement affecting them, and lands covered with water and any right or easement affecting them;

(18) **Land Lease Community Home** - means any dwelling that is a permanent structure where the owner of the dwelling leases the land used or intended for use as the site for the dwelling, but does not include a mobile home;

(19) **Mixed Commercial/Residential Development** - means a building or structure which is used for a mixture of commercial and residential uses, where the entire ground floor of such building or structure shall be used for commercial purposes;

(20) **Municipal Act** - means the *Municipal Act*, R.S.O. 2001, Chapter M.45, and any amendments thereto;

(21) **Person** - includes any association, firm, partnership, syndicate, company, Corporation, its agents or trustee, and the heirs, administrators, executors, assigns and other legal representatives of such person to whom the context may apply according to law;

(22) **Plan** - means a formal drawing, bearing a drawing number, date or date of revision and author's registration stamp drawn to scale and showing;

(a) the location of all buildings and structures to be erected;

(b) the location of all facilities and works to be provided in conjunction with (1) above; and

(c) all facilities and works required by Council pursuant to Section 41 of the Planning Act, R.S.O. 2001, Chapter P-13 as amended;

(23) **Planning Act** - means the Planning Act, R.S.O. 2001, Chapter P-13 as amended;

(24) **Recovery Homes** - means a group living arrangement, in a single housekeeping unit that is developed for the treatment and education of persons with alcohol or drug related problems and/or dependencies. Recovery Homes provide a continuum of care through short-term or long-term residential programs offering a wide variety of therapies dealing with the individual's physical, social, psychological, occupational, spiritual and nutritional needs. Recovery Homes shall provide responsible twenty-four (24) hour supervision, consistent with the needs of the residents. A Recovery Home is licensed, funded or approved by the Province of Ontario;

(25) **Residential Care Facilities** - means a community based group living arrangement, in a single housekeeping unit, for eight (8) or more individuals, exclusive of staff and/or receiving family, who are receiving care and/or supervision consistent with their needs. A Residential Care Facility is licensed, funded or approved by the Province of Ontario;

14. That this By-law shall take effect and come into force upon third and final reading thereof;

By-law read a First and Second Time this 14th day of October, 2010

By-law read a Third and Final Time this 14th day of October, 2010

The Corporation of the City of Kenora:-

.....MAYOR
Leonard P. Compton

..... D/Clerk
Heather L. Kasprick

CORPORATION OF THE TOWN OF PARRY SOUND

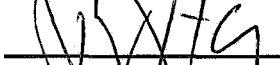
PASSING OF BY-LAW NO: 2017 – 6723

21st Day of March 2017

MOVED BY COUNCILLOR



SECONDED BY COUNCILLOR

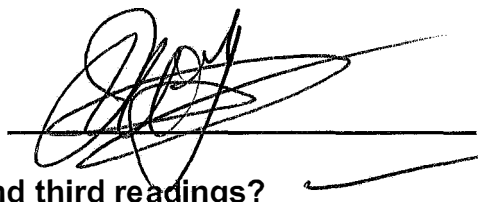


THAT BY-LAW NO: 2017 – 6723

Being a By-law to designate a Site Plan Control Area for The Corporation of the Town of Parry Sound and repeal By-law 2015-6545,


be considered as read a first time.

- CARRIED -



Are all members in favour of having the second and third readings?

MOVED BY COUNCILLOR

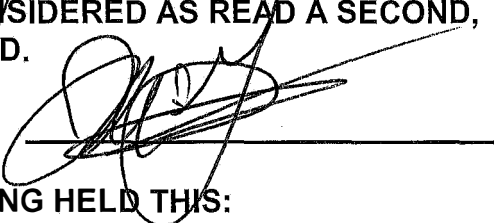


SECONDED BY COUNCILLOR



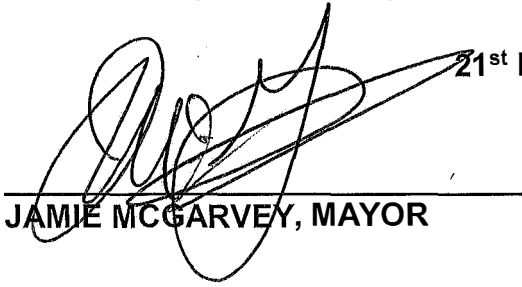
THAT THE BY-LAW ABOVE MENTIONED BE CONSIDERED AS READ A SECOND, AND THIRD TIME, PASSED, SIGNED AND SEALED.

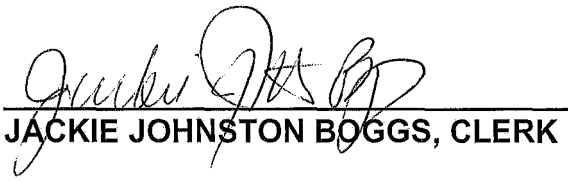
- CARRIED -



ENTERED AS PART OF THE MINUTES OF MEETING HELD THIS:

21st Day of March 2017


JAMIE MCGARVEY, MAYOR


JACKIE JOHNSTON BOGGS, CLERK

Postponed to: _____
Amends By-law: _____
Repeals By-law: _____
By-law Amended: _____
By-law Repealed: _____

The Corporation of the Town of Parry Sound

By-law 2017 - 6723

Being a By-law to designate a Site Plan Control Area for The Corporation of the Town of Parry Sound and repeal By-law 2015-6545.

Whereas Section 41(2) of the Planning Act, RSO 1990, Ch. P.13, as amended, provides that where an area is described in the Town's Official Plan as a proposed Site Plan Control Area, Council may by By-law designate such areas as being subject to Site Plan Control;

Whereas the Town of Parry Sound Official Plan designates all lands and all of the Town as a Site Plan Control Area;

Whereas the Town of Parry Sound Official Plan may exempt by by-law dwellings of three units or less, minor renovations to existing buildings and public uses from Site Plan Control;

Whereas the Town may require the approval of certain plans and drawings as a condition of development in the Town, and may require that an owner enter into a Development Agreement with the Town in accordance with Section 41 of the Planning Act; and

Now Therefore the Council of the Corporation of the Town of Parry Sound enacts as follows:

1 - Definitions

Council - The Council of The Corporation of the Town of Parry Sound.

Developer - the person who applies and/or will execute a development agreement.

Development - shall have the same meaning as that described in Section 41(1) of the Planning Act, R.S.O. 1990, Chapter P.13, as amended.

The Corporation of the Town of Parry Sound

By-law 2017 - 6723

Development Agreement - shall have the same meaning as a Development agreement in accordance with Section 41(7)(c)(c.1) of the Planning Act, R.S.O. 1990, Chapter P.13, as amended.

Official Plan - shall mean the Town of Parry Sound Official Plan, as amended.

Planning Act - shall mean the Planning Act, RSO 1990, Ch. P.13.

The Town - All lands within the municipal boundary of The Corporation of the Town of Parry Sound.

Zoning By-law - shall mean the Town of Parry Sound Comprehensive Zoning By-law 2004-4653, as amended.

Any term which is undefined in this By-law, but is defined in the Zoning By-law, shall be interpreted as defined in the Zoning By-law.

2 - Area Designated for Site Plan Control

All land within the municipal boundaries of the Town of Parry Sound is hereby designated as a Site Plan Control Area.

3 - Development agreements

No person shall undertake any development unless the Council of the Town of Parry Sound has approved plans, reports and a Development Agreement in accordance with the Planning Act and this by-law.

4 - Types of Development, Structures and Land uses Exempt from Site Plan Control

Despite Sections 2 and 3, the following land uses and types of development are exempt from Site Plan Control and the provisions of this By-law:

The Corporation of the Town of Parry Sound

By-law 2017 - 6723

- a) All residential development of three dwelling units and less. This would include all renovations, additions, accessory structures, accessory uses and home based businesses accessory to residential development of three dwelling units and less.
- b) A one-time addition or renovation to a residential building with four or more dwelling units, or as a result of such addition or renovation results in four dwelling units or more, which is less than 50 square metres of additional ground floor area.
- c) A one-time addition, renovation or new development for commercial, industrial or institutional uses which is less than 50 square metres of additional ground floor area.
- d) Commercial parking lots with less than 30% lot coverage, but not containing more than 10 parking spaces.
- e) Farming and agricultural buildings and uses.
- f) Town of Parry Sound buildings.
- g) Permitted temporary uses.

4.1 - Planning Approval Requirement

Notwithstanding the exemptions in Section 4, Council, the Committee of Adjustment and the Planning Board may require that, where applicable, any development subject to a site specific Planning Act application be subject to Site Plan Control and the provisions of this By-law.

4.2 - Delegation of Site Plan Approval

The powers and authority given to Council under Section 41 of the Planning Act and Section 3 of this By-law are hereby delegated to the Chief Administrative Officer or designate for the following types of development:

4.2.1 - any construction or addition greater than 50 square metres but less than 200 square metres of ground floor area;

4.2.2 - any residential development less than seven dwelling units; and

The Corporation of the Town of Parry Sound

By-law 2017 - 6723

4.2.3 - any reductions or removal of structures from a site plan that do not substantially impact what was originally approved.

Any delegated approval that is subject to disagreement between the Chief Administrative Officer or designate and the Developer shall be referred to Council for approval.

5 - Pre-Consultation Prior to Application

Developers are required to pre-consult with staff members prior to submitting a development agreement application.

6 - Site Plan Requirements/Complete Application

All site plans and site plan applications shall be completed and submitted in accordance with the provisions and requirements as identified but not limited to in Schedules "I" and "II" to this by-law. If the necessary information is not submitted, the application will not be considered complete and will be returned to the Developer. An application will not be processed unless it is completed in accordance with the provisions of this By-law.

7 - Authorization of Development Agreements

After the approval of a site plan control application, the Mayor and Clerk are authorized to execute on behalf of the Town a development agreement, an amendment to a development agreement and any documents which may be required to implement the conditions of approval of a development agreement, in the form substantially approved by Council or staff.

8 - Registration of Development agreements

Development agreements and amendments to existing development agreements may be registered on title against the lands as per Section 41(10) of the Planning Act. The cost of the registration shall be borne by the person undertaking the development or

The Corporation of the Town of Parry Sound

By-law 2017 - 6723

their affiliate. All matters as noted in the development agreement must be addressed prior to registering an agreement on title.

9 - Deposits, Securities and Completion of Development at Owner's Expense

The Town may require securities to be deposited for any facilities and works on public lands, site grading and stormwater works on public and/or private lands, vegetation or any other matters mentioned in Section 41(7) of the Planning Act which are in the public interest. Securities shall generally be in the amount as identified on Schedule "II" to this by-law.

Unless stated otherwise in a development agreement, all costs as it relates to finalizing a development in accordance with a development agreement shall be at the expense of the Developer.

If the person undertaking the development defaults on the terms of a development agreement, the Town is authorized to complete any required works, and realize upon any securities and deposits to recoup any costs. If there are insufficient securities to cover the Town's costs, the outstanding balance may be added to the tax roll of the property, and will be collected in the same manner as taxes.

10 - Rights of Entry

Unless prohibited by law, the owner signing the development agreement shall be requested to agree to permit the Town's Principal Planner or Chief Building Official to enter the lands. This right of entry is in addition to any statutory rights of entry the Town may otherwise specifically have. The agreement will not authorize the entry into an occupied dwelling unit.

The Corporation of the Town of Parry Sound

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11 - Council Powers

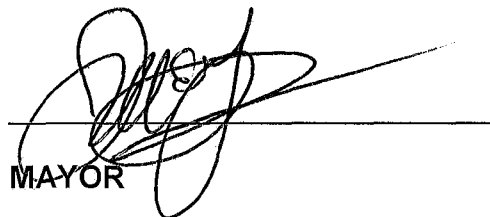
Council, at their sole discretion, may choose to omit any development from any or all requirements of this By-law by a Resolution of Council.

12 - Schedules "I" and "II" attached are hereby made a part of this By-law.

13 - By-law 2015-6545 of the Town is hereby repealed.

This By-law shall come into force and take effect on the day it is finally passed.

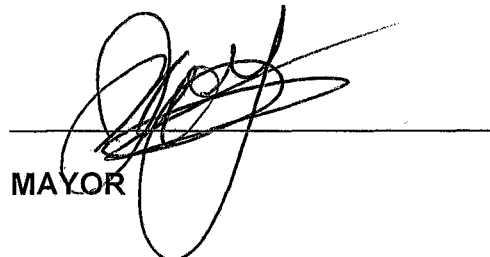
READ a FIRST time this 21 day of March, 2017

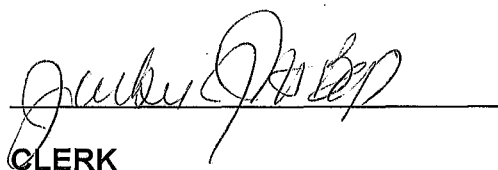

MAYOR


CLERK

READ a SECOND and THIRD time, PASSED, SIGNED and SEALED

this 21 day of March, 2017.


MAYOR


CLERK

The Corporation of the Town of Parry Sound

By-law 2017 - 6723

Schedule "I" - By-law 2017 - 6723

1 - All development agreement applications shall require plans which contain the following information:

- a) Location of existing and proposed buildings and structures on the property.
- b) The boundaries and measurements of the lot in metric.
- c) Setback of any buildings from the lot lines.
- d) On and offsite facilities to provide access to and from the land such as access ramps, driveways, sidewalks, bike paths and curbing and traffic direction signs.
- e) Boundary of lands, and any abutting roads/railways.
- f) Neighbouring property uses.
- g) Any proposed and existing development with setbacks. For existing development, note what is to be removed.
- h) Any proposed and existing drainage courses and natural features.
- i) Any existing and proposed easements and rights-of-way.
- j) All existing and proposed walkways, fences, driveways, parking areas and spaces, the type of parking surface, loading spaces, stormwater management features, site servicing utilities and any other pertinent information.
- k) Any facilities and works designed to have regard for the accessibility of persons with disabilities.
- l) Garbage collection facilities and type of enclosure.
- m) Name of the individual or firm who prepared the drawing.

2- All development agreement applications for Commercial / Institutional / or Residential development in excess 25 dwelling units shall require the following information:

In addition to the information required in the Section 1 above, the following is required:

- a) Architectural/conceptual drawings which identify the proposed development, building openings, massing, character and conceptual design.

The Corporation of the Town of Parry Sound

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- b) Snow storage location, or an explanation of how snow will be removed.
- c) The location and type of existing and proposed vegetation, landscaping and planting features.
- d) Any streetscape features, such as street furniture and bicycle parking facilities.

3 - All submissions shall require:

- a) A completed application, the application fee and deposit.
- b) All plans, drawings and reports as noted in Sections 1, and Section 2 if applicable, of this By-law.
- c) Three copies of a stormwater management report and construction mitigation report, completed by a professional. For delegated approvals, upon agreement by the Principal Planner and the Director of Public Works, a scoped stormwater management report may be considered acceptable.
- d) An engineering site servicing report completed by a professional which contains detailed information regarding private and municipal infrastructure (ex. sidewalks, roads and water, sewer and wastewater mains).
- e) An explanation of the ownership and maintenance of facilities designed for stormwater management, water and sewer, and garbage.
- f) Survey / Reference Plan.
- g) Details in regards to offsite improvements, and any necessary road widening information, if required.
- h) Copy of title abstract.

The Corporation of the Town of Parry Sound

By-law 2017 - 6723

Schedule "II" - By-law 2017 - 6723

1 - Unless agreed by Council, securities shall be required in the following amounts:

- a) Municipal services on municipal property - 100%
- b) Municipal services on private property - 100%
- c) Private services on municipal property - 100%
- d) Private services on private property - 50%
- e) Returnable deposit to cover legal and stormwater review costs - value is dependent upon scale of project

Securities shall be in the form of either a certified cheque, letter of credit valid for one year or a guaranteed investment certificate.



CORPORATION OF THE CITY OF KINGSTON

Ontario

By-Law Number 2010-217

A By-Law To Designate The Whole Of The City Of Kingston As A Site Plan Control Area, Pursuant To Section 41 Of The *Planning Act*, R.S.O. 1990, Chapter P.13, As Amended, And To Adopt Certain Procedures For The Processing Of Site Plan Control Applications, And To Exempt Certain Classes Of Development From Approval Of Plans And Drawings

Passed: November 2, 2010

As Amended By:

By-law Number
2017-63

Date Passed
March 7, 2017

(Office Consolidation)

City of Kingston By-law Number 2010-217**Site Plan Control By-Law****Index**

Subject	Section
Administration	8.0
By-law Title	1.0
Definitions	7.0
Drawings	5.0
Effective	2.0
Exemptions	4.0
General Provisions	3.0
Registration of Agreements	6.0
Official Plan Road Widenings	Schedule A

CITY OF KINGSTON**By-Law Number 2010-217**

A By-Law To Designate The Whole Of The City Of Kingston As A Site Plan Control Area, Pursuant To Section 41 Of The *Planning Act*, R.S.O. 1990, Chapter P.13, As Amended, And To Adopt Certain Procedures For The Processing Of Site Plan Control Applications, And To Exempt Certain Classes Of Development From Approval Of Plans And Drawings

Passed: November 2, 2010

Whereas the Official Plan for the City of Kingston describes the whole of the City of Kingston as an area subject to Site Plan Control;

And Whereas Section 41(2) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended authorizes the Council of a local municipality to pass a By-Law respecting Site Plan Control;

And Whereas Council deems it advisable to repeal the Site Plan Control By-Law Number 2006-65 and enact a new Site Plan Control By-Law pursuant to Section 41 of the *Planning Act* that would designate all the lands within the geographic limits of the City of Kingston as a Site Plan Control Area and exempt from approval certain classes of development;

Now Therefore the Council of The Corporation of the City of Kingston enacts as follows:

1. This By-Law may be cited as the "City of Kingston Site Plan Control By-Law".
2. All lands within the limits of the City of Kingston effective January 1, 1998 are subject to the provisions of this By-Law, and of Section 41(4) of the *Planning Act*, R.S.O. 1990 c.P.13.

3. **General Provisions**

The following developments shall be subject to Site Plan Control:

- (1) New non-residential developments or additions to existing non-residential developments which contain over 300 square metres of gross floor area.
- (2) New non-residential development or redevelopment or additions to existing non-residential developments located along a Freeway, Arterial or Collector road as classified in the City of Kingston Official Plan or applicable Zoning By-Law.
- (3) Any residential development containing four (4) or more dwelling units.
- (4) Specialized farm uses as defined in Section 7 of this By-Law.

- (5) The development, redevelopment, alteration or expansion of any above ground broadcasting and communications buildings or structures.

(By-law Number 2010-217)

- (6) The development, redevelopment, alteration or expansion to any above ground utility infrastructure, including wind or water turbines
- (7) Commercial Parking Lots and Commercial Parking Structures as defined in Section 7 of this By-Law.
- (8) Day Care Centre: Any facility which is constructed or converted for use as a Day Care Centre as defined in Section 7 of this By-Law, unless included as part of a previously approved commercial development.
- (9) Any patio accessory to a commercial use and located outdoors on private property; this does not apply to industrial or institutional uses.
- (10) Environmental Areas: Any development on or adjacent to lands designated environmental protection area or similar designation in the City of Kingston Official Plan.
- (11) Rideau Community or Village: Any development located within the Rideau Community: Neighbourhood Centre or Village Centre designation of the City of Kingston Official Plan.
- (12) Propane: Any propane transfer station.
- (13) 752 King Street West, more particularly described as Concession 1 Part Lots 17, 18 Part Road Allowance, Plan 38 Lots 1-38, Plan 54 Blocks 60-63, Lots 1-5, 8 (formerly known as Beachgrove)
- (14) Harbour Area: Any development in the areas designated as "Harbour Area" in the City of Kingston Official Plan.
- (15) Community Facility or Private Schools: Any new development of or conversion to a Community Based Care facility, Private School, Place of Worship, Private Social facility, Cultural facility or Community Centre, as described in the City of Kingston Official Plan.
- (16) Any new development of or conversion to Community Homes, Residential Care Facilities, Detoxification Centers, Recovery Homes, Crisis Care Shelters, Corrections Residences or Community Support Houses as defined in Section 7 of this By-Law.

- (17) Barriefield: Any development within the Barriefield Heritage Conservation District, as defined in By-Law Number 17-80, unless:
- (a) a Heritage Permit pursuant to the *Ontario Heritage Act* has been approved by Council, and
 - (b) the development is:
 - i) exempt under Section 4 of this By-Law and contains less than 60 square metres of gross floor area; or
(By-law Number 2010-217)
 - ii) the proposal is for the construction, replacement or renovation to a fence, wall or gate; and
 - (c) the development is:
 - i) an addition or alteration to an existing use; or
 - ii) accessory to an existing use; or
 - iii) an alteration or addition to an existing accessory use.
- (18) Heritage: Any development of real property designated under the *Ontario Heritage Act* where the addition or alteration has the effect of adding one or more dwelling units, adding more than 100 square metres of building area or altering site grading; and any development of new buildings or additions more than 100 square metres on lands abutting a real property designated under the *Ontario Heritage Act*.
- (19) Road Widening: Any development along any road listed for road widening in the City of Kingston Official Plan, unless the widening has already been dedicated to the City. (A consolidated list of the roads is attached as Appendix A, however, it does not form part of this By-Law).
- (20) Portables: Any development of more than three (3) portable classrooms accessory to a school.
- (21) Outdoor commercial / recreational: Any development of a commercial outdoor recreational facility such as a campground, swimming pool, amusement park, or other similar use.

4. Exemptions

The following classifications of development shall be exempt from Site Plan Control:

- (1) Notwithstanding Section 3(2), minor modifications to existing development currently subject to a registered Site Plan Control Agreement with the Corporation that do not have the effect of substantially increasing the size or usability of any building or structure, or alter grading or drainage shall be exempt from Site Plan Control at the discretion of the Director.
- (2) Notwithstanding Section 3(10), regarding development near designated environmental protection areas to the contrary, one or two or three unit dwellings and agricultural buildings other than an agricultural building used for “non-specialized farm” uses shall be exempt from Site Plan Control.
- (3) Notwithstanding Section 3(20), a portable classroom on a school site of a district school board that was in existence on January 1, 2007 shall be exempt from Site Plan Control.

(By-law Number 2010-217)

- (4) Works which result from the requirements of the *Fire Marshall's Act* or an Order issued by the Corporation's Fire Department.
- (5) Where there is an approved Site Plan, any deviation from any dimension respecting the location of buildings and structures shown in the approved plans provided the deviation does not exceed 0.3 metre and, further, provided the deviation does not result in a violation of the requirements of any By-Law enacted by the Corporation or other applicable law.
- (6) Interior building alterations which do not involve a change in major occupancy as defined by the Ontario Building Code.
- (7) Signs and temporary construction buildings placed in accordance with any applicable By-Law.
- (8) Agricultural buildings used for “a farm”, or “riding stable”, but not including “a specialized farm” as defined in the applicable Zoning By-Law.
- (9) Townhouses with direct access to the street, at the same grade, and approved through a plan of subdivision.

(By-law Number 2010-217)

5. Drawings

All lands subject to Site Plan Control must submit, for the review and approval of the Corporation, graphic rendering(s), pursuant to Section 41(4) of the *Planning Act*, the City of Kingston Official Plan, and the following:

- (1) Drawings bearing a drawing number, date or date of revision and drawn to scale.
- (2) Drawings showing the location of all buildings and structures to be erected and the location of all facilities and works, including facilities designed to have regard for accessibility for persons with disabilities, to be provided in conjunction with the development.
- (3) Drawings showing plan, elevation and cross-section views for each building to be erected, which drawings are sufficient to display,
 - (a) the massing and conceptual design of the proposed building;
 - (b) the relationship of the proposed building to adjacent buildings, streets, and exterior areas to which members of the public have access;
 - (c) the provision of interior walkways, stairs, elevators and escalators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings;
 - (d) matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design;
 - (e) the sustainable design elements on any adjoining road under a Corporation's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle parking facilities; and
 - (f) facilities designed to have regard for accessibility for persons with disabilities.

6. REGISTRATION OF AGREEMENTS

Any agreement or amendment thereto entered into in accordance with this By-Law, shall be registered against the title of the land to which it applies.

(By-law Number 2010-217)

7. DEFINITIONS

In this By-Law, unless the context requires otherwise, the following definitions and interpretations shall apply:

- (1) **Building By-Law** - means any By-Law of the Corporation passed pursuant to the *Building Code Act*, as amended;
- (2) **Building Permit** - means a permit required by the Building By-Law;
- (3) **Commercial Parking Lot** - means an open area, including any related aisles, parking spaces, ingress and egress lanes, other than a public street or public lane or parking structure, used for the temporary parking of five or more motor vehicles and available for the public and/or private use, whether or not for compensation or as an accommodation for tenants, employees, clients or customers, other than parking areas which are accessory to a permitted use on the same lot. A commercial parking lot shall have its principal access to a public street or public laneway and shall constitute the main use of the lot;
- (4) **Commercial Parking Structure** – means a partially open and/or enclosed area, including any related aisles, parking spaces, ingress and egress lanes, other than a public street or public lane, used for the temporary parking of five or more motor vehicles and available for public and/or private use, whether or not for compensation or as an accommodation for tenants, employees, clients or customers, other than parking areas which are accessory to a permitted use on the same lot. A commercial parking structure shall have its principal access to a public street or public laneway and shall constitute the main use of the lot;
- (5) **Corporation** - means The Corporation of the City of Kingston;
- (6) **Council** - means the Municipal Council of the Corporation of the City of Kingston;
- (7) **Community Home** - means a community-based group living arrangement, in a single housekeeping unit, for up to a maximum of seven (7) individuals, exclusive of staff and/or receiving family, who are receiving care consistent with their needs. A Community Home is licensed, funded or approved by the Province of Ontario. Community Homes may provide an eighth bed on an emergency basis which shall be occupied for a maximum of thirty (30) days;

- (8) **Community Support House**- means a community-based group living arrangement, in a single housekeeping unit, for persons from out of the City requiring primarily short term accommodation, which may include incidental counselling services. A Community Support House is intended to provide accommodation for the relatives and friends of persons who may be incarcerated in a local penal institution or who may be receiving treatment in a local medical facility. A Community Support House is licensed, funded or approved by the Province of Ontario;
- (9) **Corrections Residence**- means a group living arrangement, in a secure facility for persons who have been placed on probation, who have been released on parole, who are admitted to the facility for correctional or rehabilitation purposes or who are awaiting trial, and live together under responsible twenty-four (24) hour secure supervision consistent with the requirements of its residents and accepted standards for secure detention. A Corrections residence is licensed, funded or approved by the Province of Ontario or the Federal Government;
- (10) **Crisis Care Shelter** - means a group living arrangement, in a single housekeeping unit, for persons in a crisis situation requiring shelter, protection, assistance, counselling or support and in which it is intended that short term accommodation of a transient nature be provided. A Crisis Care Shelter is licensed, funded or approved by the Province of Ontario;
- (11) **Day Care Centres** – means a premises licensed under the *Day Nurseries Act*, , as amended, that receives more than five (5) children who are not of common parentage, primarily for the purpose of providing temporary care, or guidance, or both temporary care and guidance, for a continuous period not exceeding twenty-four (24) hours, where the children are:
- under eighteen years of age in the case of a day care centre or day nursery for children with a developmental handicap, and
 - under ten years of age in all other cases.
- (12) **Development** – means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof, or the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers as defined in the *Municipal Act*, or of sites for the location of three or more mobile homes as defined in the *Planning Act* or of sites for the construction, erection or location of three or more land lease community homes as defined in the *Planning Act*.

- (13) **Detoxification Centre**- means an institution or single housekeeping unit in which persons who are addicted to chemical substances and/or alcohol are admitted for withdrawal, treatment and/or rehabilitation and live together under responsible twenty-four hour supervision consistent with the requirements of its residents. A Detoxification Centre is licensed, funded or approved by the Province of Ontario and shall be registered with the City of Kingston;
- (14) **Erect** - means the carrying out of any activity within the meaning of **Development** herein;
- (15) **Land** - includes lands, tenements, and hereditments, and any estate or interest therein, and any right or easement affecting them, and lands covered with water and any right or easement affecting them;
- (16) **Director** - means the Director, Planning and Development of The Corporation of the City of Kingston, or his/her designate;
- (17) **Municipal Act** - means the *Municipal Act*, S.O. 2001, c.25 and any amendments thereto;
- (18) **On-site Improvements** - means paving (base and top course asphalt, excluding granular materials); final site grading; hard and soft landscaping; walkways; retaining walls; fencing (screening and acoustic); lighting; and signage. For clarity, On-site Improvements do not include buildings, structures and underground storm, sanitary and water services.

(By-law Number 2010-217; 2017-63)

- (19) **Person** - includes any association, firm, partnership, syndicate, company, Corporation, its agents or trustee, and the heirs, administrators, executors, assigns and other legal representatives of such person to whom the context may apply according to law;
- (20) **Plan** - means a formal drawing as referred to in Section 5;
- (21) **Planning Act** - means the *Planning Act*, R.S.O. 1990, c.P.13, as amended;
- (22) **Qualified Person** – means an individual with qualifications and/or credentials related to a field of study and who is therefore appropriate for conducting a study and/or providing expert opinion that has been required by the Corporation. The qualifications and credentials of the qualified person may be either Landscape Architect, Architect or Certified Engineer depending on related work and must be to the satisfaction of the Corporation, or where appropriate, are defined by relevant legislation, regulation and standards.

(By-law Number 2010-217; 2017-63)

- (23) **Recovery Homes** - means a group living arrangement, in a single housekeeping unit that is developed for the treatment and education of persons with alcohol or drug related problems and/or dependencies. Recovery Homes provide a continuum of care through short-term or long-term residential programs offering a wide variety of therapies dealing with the individual's physical, social, psychological, occupational, spiritual and nutritional needs. Recovery Homes shall provide responsible twenty-four (24) hour supervision, consistent with the needs of the residents. A Recovery Home is licensed, funded or approved by the Province of Ontario;
- (24) **Residential Care Facilities** - means a community based group living arrangement, in a single housekeeping unit, for eight (8) or more individuals, exclusive of staff and/or receiving family, who are receiving care and/or supervision consistent with their needs. A Residential Care Facility is licensed, funded or approved by the Province of Ontario;
- (25) **Specialized Farm** - means land on which the predominant economic activity consists of raising chickens, turkeys or other fowl; the raising of swine or goats; the raising of cattle on feed lots; or the growing of mushrooms;
- (26) **By-Law Administrator** - means the Director of Planning and Development or in the absence of the Director, the Manager of Development Approvals or Manager of Policy Planning.

(By-law Number 2010-217)

8. Administration

- (1) Issuance of Building Permits
 - (a) Notwithstanding any provisions of the Building By-Law or any other By-Law of the Corporation to the contrary, no building permit shall be issued until the plans and drawings and any such agreements required by the Municipality for such development have been approved by Council, its delegate, or where a referral has been made to the Ontario Municipal Board or so ordered by a Court of competent jurisdiction;
 - (b) Nothing in this By-Law shall prevent development on any lands subject to this By-Law where such development is proceeding in accordance with a valid building permit which was issued by the Corporation prior to the passing of this By-Law.

(2) Violations and Penalties

Any person who contravenes any of the provisions of Section 41 of the *Planning Act*, or its successors thereto, or the provisions of this By-Law is guilty of an offence and on conviction is liable to the penalties provided for in Section 67 (1) and (2) of the *Planning Act*, or its successors thereto, as follows:

- i) Where a person is convicted, and, if the person is a corporation, every director or officer of the corporation who knowingly concurs in the contravention, the maximum penalty that may be imposed is:
 - a) on a first conviction, to a fine of not more than \$25,000; and
 - b) on a subsequent conviction, to a fine or not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.
- ii) Where a corporation is convicted, the maximum penalty that may be imposed is:
 - a) on a first conviction, to a fine of not more than \$50,000; and
 - b) on a subsequent conviction, to a fine or not more than \$25,000 for each day or part thereof upon which the contravention has continued after the day on which the corporation was first convicted.

(3) Validity

If any section, clause or provision of this By-Law is, for any reason, declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part hereof other than the section, clause or provision so declared to be invalid. It is hereby declared to be the intention that the remaining sections, clauses provisions of this By-Law shall remain in full force and effect until repealed, notwithstanding that one or more provisions hereof shall have been declared to be invalid.

(4) Interpretation

For the purposes of this By-Law, words used in the present tense also include the future; words in the singular also include the plural and words in the plural include the singular number; words in the neuter gender include the masculine and the feminine; and the word "shall" is mandatory.

(5) Imperial Values

Only the values provided with metric units of measure which appear in the By-Law are official.

(6) By-Law Administrator

This By-Law shall be administered by the Director, Planning and Development or in the absence of the Director, the Manager of Development Approvals or Manager of Policy Planning.

(7) Performance and Maintenance Securities

7.1 Calculation of Security Amount

Where the owner is required to enter into a Site Plan Control Agreement, and the Agreement requires the submission of financial security in order to guarantee compliance with the conditions of the Agreement, including satisfactory completion and/or maintenance of the facilities and works required by the Agreement and the approved plans and drawings listed therein, the owner shall file with the City, a letter of credit in an amount as determined by the City. The amount of the security shall be based on the estimated cost of the approved facilities and works and shall be calculated as follows:

- (a) The owner shall submit an estimated cost of the approved facilities and works for review and approval by the City. The cost estimate shall be prepared by a professional engineer, landscape architect, architect or other qualified person as required by the City. The amount of security shall be determined by the City based on the submitted cost estimate. The approved cost estimate will be appended to the Site Plan Control Agreement;
- (b) The amount of security shall equal 50% of the estimated cost of the On-site Improvements to a maximum amount of \$250,000;
- (c) Where the buildings and structures of a proposed development cover a large percentage of the site, the Director, in his or her sole discretion, may require security in an amount equal to 10% of the first \$500,000 of the total value of construction on the site, plus 1% of the balance of the total value of construction on the site, in excess of \$500,000, to a maximum amount of \$250,000; and
- (d) For all facilities and works on City-owned property, the amount of security shall equal 100% of the cost of the approved facilities and works.

7.2 Submission of Security

Security required in accordance with this By-law shall be submitted to the City upon execution of the Site Plan Control Agreement.

7.3 Acceptable Forms of Security

The security shall be an irrevocable letter of credit in a form approved by the City. The owner may deposit with the City cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the City as security in accordance with this By-law and the Site Plan Control Agreement, provided that no interest shall be payable on any such deposit.

7.4 Security for Multi-Phase Developments

Where a multi-phase development is proposed, the City, in its sole discretion, may permit security to be submitted for the initial phase of the development. The security may be applied to subsequent phases of the development provided that:

- (a) All phases of the development are being undertaken by the same owner and are located on contiguous lands;
- (b) The proposed phasing is reflected on the approved plans and drawings and in the approved cost estimates;
- (c) If a letter of credit is provided as security, the letter of credit applies to all phases of the development;
- (d) The amount of the security is calculated based on the estimated cost of the most expensive phase of development; and
- (e) Development of the phase to which the security applies must be substantially complete to the satisfaction of the City before the security may be applied to any subsequent phase.

7.5 Security Reductions / Release / Holdbacks

7.5.1 Security Release

Requests for security release may be submitted to the City once all required facilities and works on the approved plans and drawings have been completed and all conditions in the Site Plan Control Agreement have been satisfied. Securities may be released in accordance with the following:

- (a) The owner shall submit: a written request for security release; a certificate from a qualified person confirming that all required facilities and works have been completed in accordance with the approved plans and the Site Plan Control Agreement; and the applicable fee in place at the time of the request;

- (b) The City may conduct a site inspection to confirm the satisfactory completion of facilities and works;
- (c) The City may release up to a maximum of 90% of the initial security amount;
- (d) Where deficiencies are identified, the security release may be delayed or reduced until the deficiencies have been remedied;
- (e) Where the total value of the security required under Clause 7.1 of this By-law is \$10,000 or less, the City, in its sole discretion, may release up to 100% of the security, if the owner has provided a certificate of a qualified person and the site inspection by the City confirms that all required facilities and works have been completed.

7.5.2 Security Reductions (Partial Release)

The Owner may request a partial release of security before all required facilities and works on the approved plans and drawings have been completed. Part of the security may be reduced in accordance with the following:

- (a) The Owner shall submit: a written request for security release; a certificate from a qualified person confirming the cost and percentage of all required facilities and works completed in accordance with the approved plans and the Site Plan Control Agreement; an estimate of the cost of the remaining facilities and works prepared by a qualified person; and the applicable fee in place at the time of the request;
- (b) The City may conduct a site inspection to confirm the satisfactory completion of facilities and works;
- (c) The City may release part of the security, proportionate to the facilities and works which have been completed;
- (d) The remaining security will be retained until all required facilities and works on the approved plans and drawings have been completed and all conditions in the Site Plan Control Agreement have been satisfied;
- (e) In addition to the security retained in subsection (d) above, the City will retain 10% of the initial security amount.

7.5.3 Maintenance Security Holdback

The remaining 10% of the initial security amount will be held by the City for a minimum of one (1) year as a maintenance security to ensure that all facilities and works on the site, including landscaping, are maintained and that any necessary repairs or replacements are completed. The remaining 10% security may be released in accordance with the following:

- (a) The Owner shall submit: a written request for security release; a certificate from a qualified person confirming that all required facilities and works have been completed in accordance with the approved plans and the Site Plan Control Agreement; and the applicable fee in place at the time of the request;
- (b) The City may conduct a site inspection to confirm the satisfactory completion and/or maintenance of the facilities and works;
- (c) Where deficiencies are identified, the security will not be released until the deficiencies have been remedied.
- (d) Notwithstanding the above, where there are only minor deficiencies to be remedied, as determined by the Director in his/her sole discretion, the Director may authorize the release of all or any portion of the maintenance security and may permit the submission of digital photographs to confirm completion of required works in lieu of a site inspection for minor work only;
- (e) In the event that a written request for the release of maintenance security is submitted at a time when facilities and works are not clearly visible due to snow cover and/or the landscaping is in a dormant state, the security release may be delayed until such time as conditions permit a site inspection.

7.6 Draws on Financial Security to Remedy Defaults

- 7.6.1 Where the owner has entered into a Site Plan Control Agreement in accordance with the provisions of this By-law and has received notice from the City of defaults with respect to any of the obligations, terms, covenants or conditions of such Agreement or the approved plans and drawings therein, then the City may draw on the security to remedy said defaults.
- 7.6.2 The City, at its sole discretion, may apply all or any portion of the financial securities submitted to the City in accordance with Sub-Clause 7.1 of this By-law towards the payment of the costs and expenses to remedy said defaults.
- 7.6.3 Where the City exercises its discretion to draw on the financial securities to remedy any default related to the Agreement or the approved plans, the owner will be charged an administration fee equal to 20% of the costs to remedy said default. Where deemed appropriate by the Director in his/her sole discretion, the administration fee may be waived.

Schedule 'A'

OFFICIAL PLAN ROAD WIDENINGS			
Designated Road	From	To	Designated Width
Abbey Dawn Road	Entire Length		20m
Best Chase Road	South of C.N.R.		20m
Boundary Road	South of 6 th Concession		20m
Butternut Creek Road	Entire Length		20m
Canal Dr.	Entire Length		20m
Caughey's Road	Entire Length		20m
Dane Road	Entire Length		20m
Gore Road	Cataraqui River	Gore Lot 3	36.5m
Jarvis Road	Entire Length		20m
Jenson Road	Entire Length		20m
Leo Lake Road	Entire Length		20m
McCarey Road	Entire Length		20m
McCarthy Road	Entire Length		20m
McClements Road	Entire Length		20m
McKendry Road	Entire Length		20m
Mundell Road	Entire Length		20m
Murray's	Entire Length		20m
Kingston Road 2 (Hwy 2)	Cataraqui River	Treasure Island	36.5m
Kingston Road 2 (Hwy 2)	Treasure Island	Easterly City Boundary	30.5m
Kingston Road 12 (Sunbury Road)	Hwy. Number 15	Easterly City Boundary	30.5m
Kingston Road 13 (Sand Hill Road)	Hwy. Number 15	Easterly City Boundary	30.5m
Kingston Road 14 (Middle Road)	Kingston Rd. 15	Kingston Rd. 2	30.5m
Kingston Road 15 (Hwy 15)	Kingston Rd. 2	Hwy. 401	36.5m
Kingston Road 16 (Joyceville Road)	Hwy. 2	Hwy.15	30.5m
Kingston Road 21 (Kingston Mills Road)	Rideau Canal	Hwy. 15	30.5m
Bath Road	Entire Length		42m
Sir John A. Macdonald Boulevard	King Street	Princess Street	36.6 m
Sir John A. Macdonald Boulevard	Princess Street	John Counter Blvd.	29.0 – 40 m

OFFICIAL PLAN ROAD WIDENINGS (cont'd)			
Designated Road	From	To	Designated Width
Sir John A. Macdonald Boulevard	John Counter Street	Hwy. 401	41.5 – 95.0 m
Brock Street	Alfred Street	Sir John A. Macdonald Blvd.	20.1m
Concession Street	West Bound Leroy Grant Drive	Princess Street	39.6m
John Counter Blvd.	Division Street	Princess Street	30.5m
Division Street	Concession Street	John Counter Blvd.	26.2m
Division Street	John Counter Blvd.	Hwy. 401	45.7m
Johnson Street	Palace Road	Portsmouth Ave.	26.2m
King Street West	Portsmouth Ave.	Little Cataraqui Creek	26.2m
Montreal Street	Railway Street	Hwy. 401	30.5m
Princess Street	Lake Ontario	Westerly Limit of City	20 – 25m
Dalton Avenue	Division Street	Binnington Ct	30.5m
St. Remy Pl	Dalton Ave	Termination	20m
Midland Ave	Gardiners Road	Princess Street	20m
Montreal Street	Stephen Street	Railway Street	26.2m
Palace Road	Johnson Street	Bath Road	20.1m
Portsmouth Avenue	King Street West	Bath Road	26.2m
Portsmouth Avenue	Bath Road	John Counter Blvd.	20.1m
Queen Mary Road	Johnson Street	Bath Road	26.2m
Union Street	King Street West	Barrie Street	20.1m
Arterial streets, not listed above			25 – 35m
Collector streets, not listed above			20 – 25m
Local streets			20.0m
Other streets			20.0m

Date: October 5, 2020

Report To: Planning and Development Executive Committee

Report From: Cody Vangel, CBO/Planner

Re: Municipal Cannabis Policy Statement

The Planning and Development Executive Committee may recall that on January 14, 2019 Mayor and Council passed a resolution to opt-in allowing cannabis retail stores in the Town of Fort Frances. Along with the above stated resolution it was also agreed to defer the development of a Municipal Cannabis Policy Statement to a later date. During these initial meetings, a draft municipal cannabis policy statement was included, though was never formally approved.

At the September 21, 2020 session of PDEC, the committee sought clarification as to if the UNFC school program currently located at 516 Portage was considered a school as defined in the Education Act. Administration reached out to the UNFC team as well as RRDSB to determine the program's stature. It was found that the program at 516 Portage is an extension of the Fort Frances High School and is funded and inspected by the Ministry of Education. Additionally, the program serves students from the age of 14 years and up. This information is satisfactory to consider the facility as a school.

The intent behind the Municipal Cannabis Policy Statement is to:

- Provide better guidance to prospective retail developers on suitable locations for their cannabis retail store
- Identify sensitive areas within the community such as schools and private schools in which a 150m buffer is recommended and/or regulated
- Provide municipal staff with a framework for providing comment to the Alcohol and Gaming Commission of Ontario (AGCO) during the statutory 15-day consultation period for a proposed cannabis retail store

Attached with this report is the proposed draft Municipal Cannabis Policy for comment from the Planning and Development Executive Committee. Section 3 of the policy will require editing upon decision of the Committee when the sensitive areas are agreed upon.

Several "buffer map" renditions have been provided with this report for a visual representation to the Committee. The following renditions included are:

- Scenario 1: All schools (150m)
 - o This includes FFHS, J.W Walker, St. Mary, Robert Moore and UNFC program at both 427 Mowat and 516 Portage
- Scenario 2: All schools (150m) excluding UNFC at 427 Mowat
- Scenario 3: All schools (150m) excluding UNFC at 516 Portage

- Scenario 4: All schools (150m) excluding UNFC at 516 Portage, plus inclusion of childcare facilities (150m)
 - o Childcare facilities include UNFC on McIrvine Road and Knox United Church on Church Street
- Scenario 5: All schools (150m) excluding UNFC at 516 Portage, plus inclusion of childcare facilities (150m) plus inclusion of parks/MSCL/library (75m)

Upon confirmation of the Committee, administration can prepare a final map and policy for decision.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Cody Vangel', with a stylized, flowing script.

Cody Vangel, EIT
Chief Building Official & Municipal Planner

<i>The Town of Fort Frances</i>	SECTION Planning & Development Division
<u>Policy</u> Municipal Cannabis Policy Statement	NEW: January 2019 REVIEWED:
Resolution No. #####	
Policy Number 6.3	PAGE 1 of 2

1. Purpose and Vision

The purpose of this policy statement is to provide a format for municipal government input to the Alcohol and Gaming Commission of Ontario (AGCO) as well as help prospective recreational cannabis retailers in their consideration of location of cannabis retail stores in The Town of Fort Frances.

The AGCO is the provincial authority that licences cannabis retail operators, authorizes cannabis retail locations and licenses senior store staff.

The AGCO regulates and reviews all aspects of the retail operation including municipal and public input, that the proposed store location is consistent with the public interest as defined in the regulations.

The Town of Fort Frances has chosen to allow retail sales of recreational cannabis. The following provides municipal staff and residence of the Town of Fort Frances with guidance on commenting to AGCO when notice on a specific proposed cannabis retail store site is provided on the site location.

For the purposes of this policy statement, a cannabis retail store shall mean a store licenced by the AGCO.

2. Principles for Cannabis Retail Store Locations (Relationship to Applicable Law)

Land Use Planning: The provincial licensing process does not remove the requirement to comply with the zoning by-law and other municipal planning documents. The definitions within the municipality's Official Plan and Zoning By-law are applicable to all retail, including cannabis retail stores. Retail sale of cannabis from a provincially licensed store is legal and is a permitted use in the employment or downtown business areas of the Municipality.

Municipal Building Inspections: while the licencing of the store operation is the responsibility of the AGCO, the Building Code applies to cannabis retail store locations. Therefore, where a building permit is required, the building inspector will undertake duties as usual. Fire Code compliance is also mandatory.

3. Cannabis Retail Stores and Sensitive activities

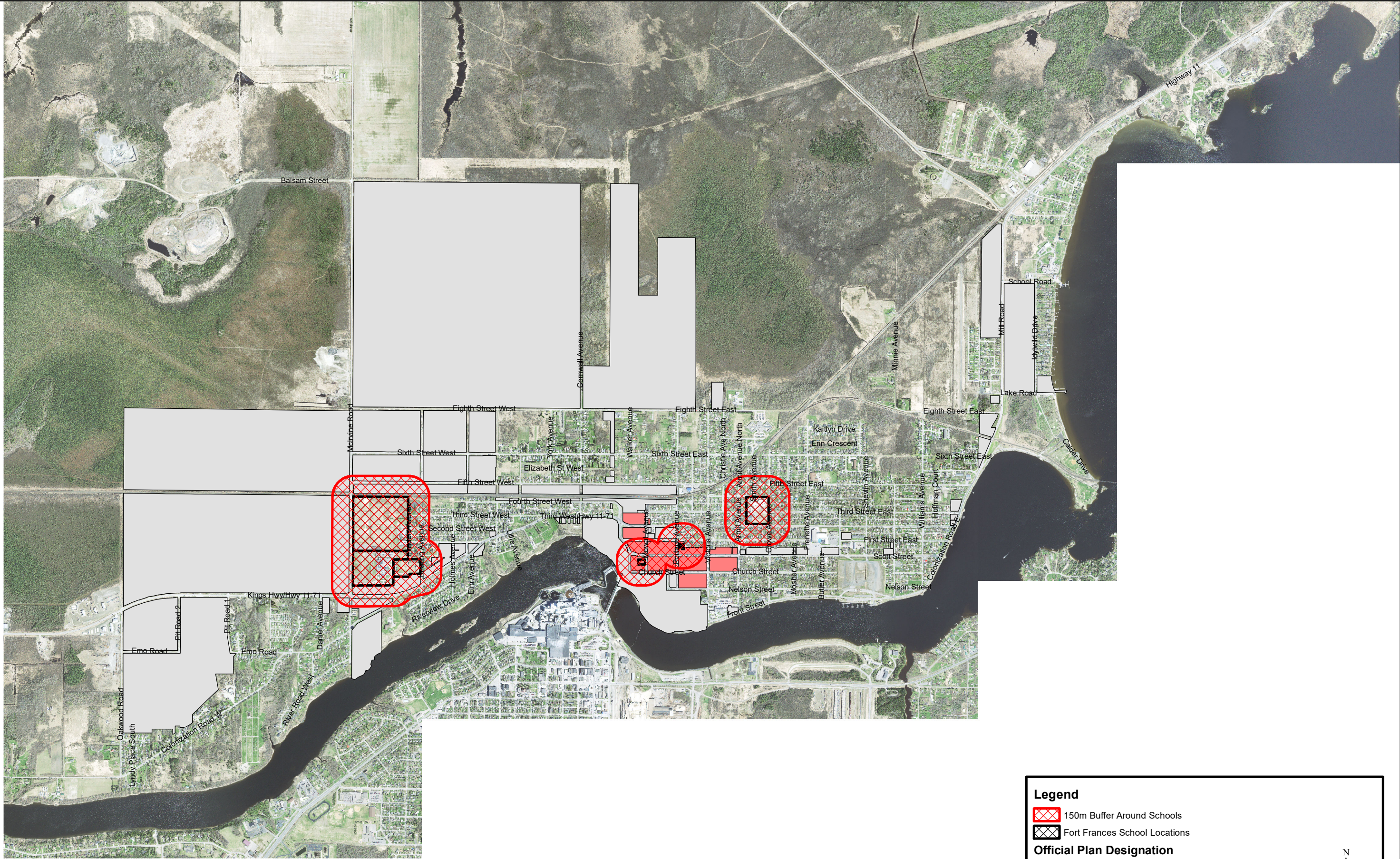
Cannabis retail stores shall conform with the Town of Fort Frances Official Plan and Zoning By-Law designations.

Cannabis retail stores shall carry all required AGCO licences as well as a Town of Fort Frances Municipal Business Licence.

In order to promote public health and safety, protect youth and restrict their access to cannabis and reduce illegal sales, retail cannabis stores should be located at least 150 m from nearby properties which are designed to serve youth including schools, parks, playgrounds, Town-owned children facilities and federally-funded First Nation schools off-reserve.

Schedule A attached hereto identifies areas where retail stores may be permitted, as well as identifying a 150m buffer where a retail cannabis store may not be permitted through Provincial Regulation and Municipal recommendation.

150 m Buffer Zone Around Fort Frances Schools



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- Legend**
- 150m Buffer Around Schools
 - Fort Frances School Locations

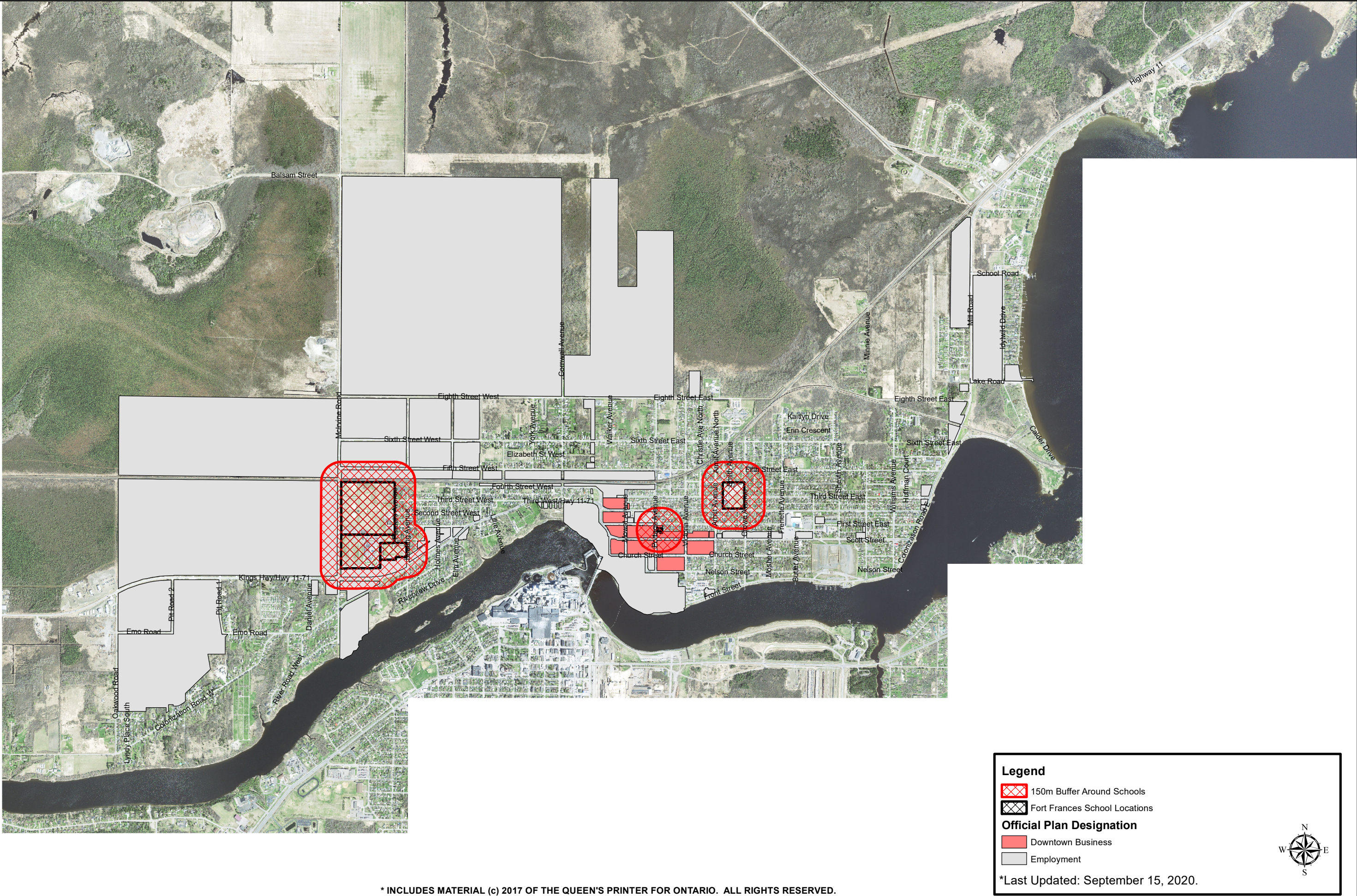
Official Plan Designation

- Downtown Business
- Employment

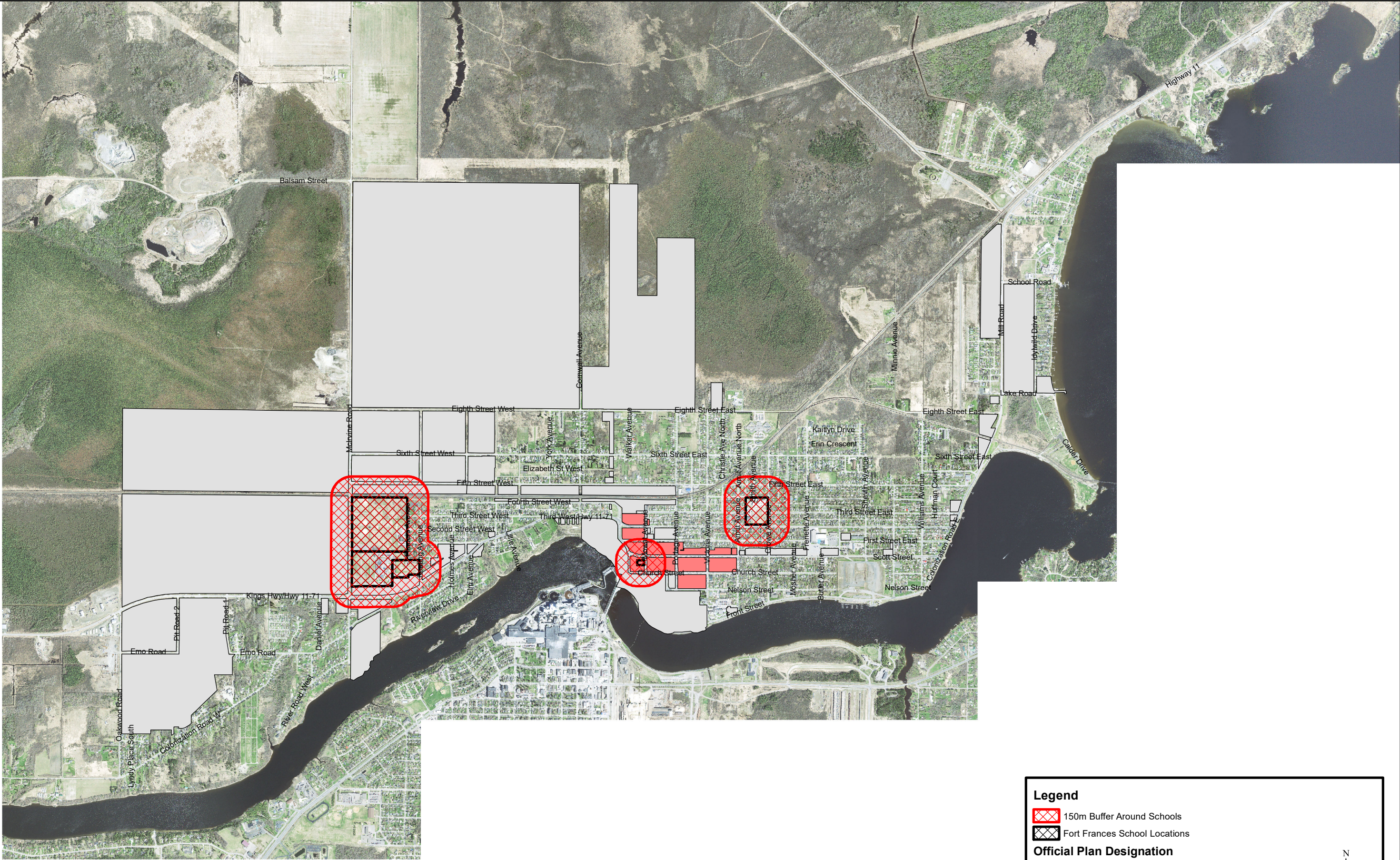
*Last Updated: September 15, 2020.



150 m Buffer Zone Around Fort Frances Schools and UNFC at 516 Portage Avenue



150 m Buffer Zone Around Fort Frances Schools and UNFC at 427 Mowat Avenue



Legend

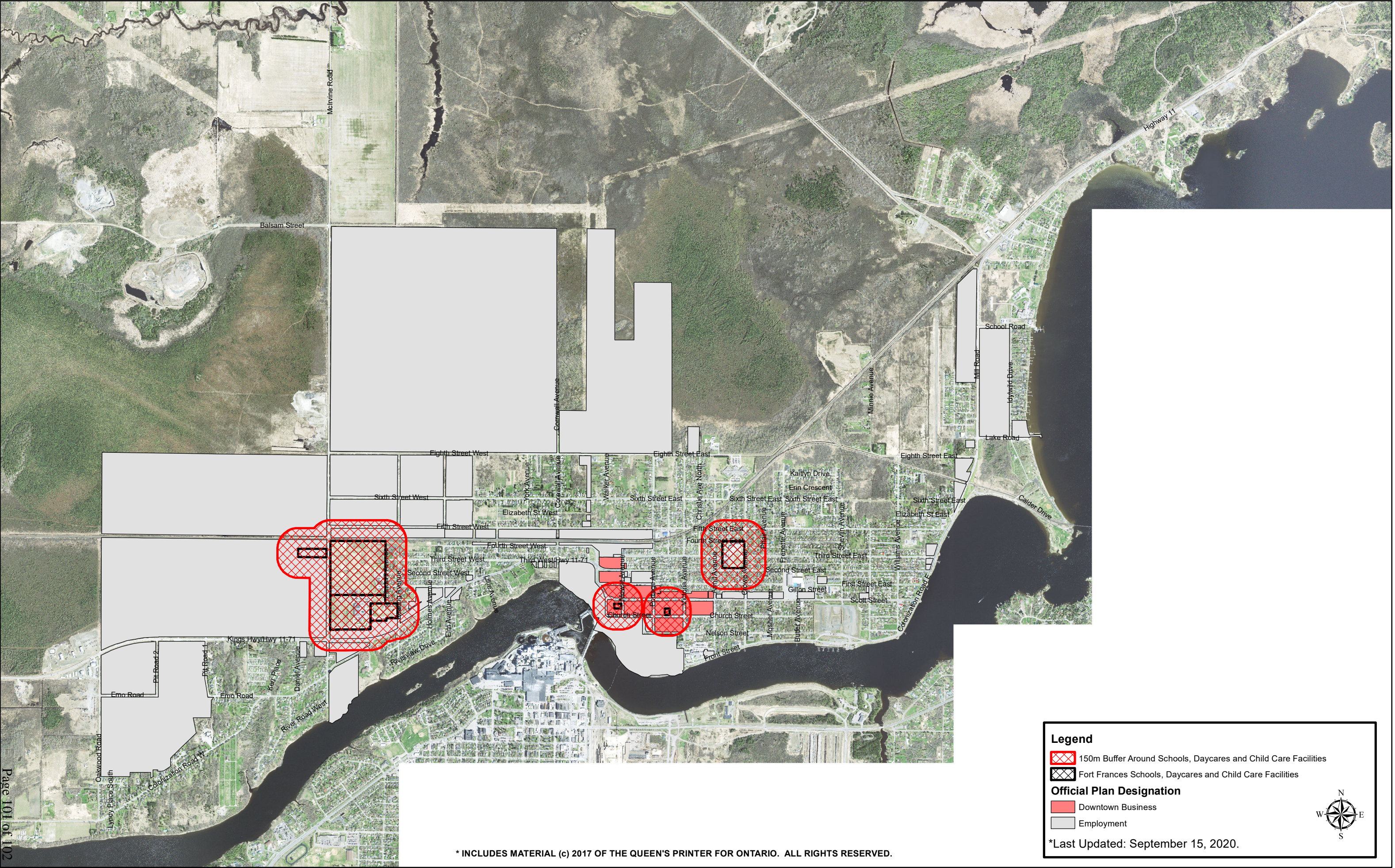
- 150m Buffer Around Schools
- Fort Frances School Locations

Official Plan Designation

- Downtown Business
- Employment



150 m Buffer Zone Around Fort Frances Schools, Daycares and Child Care Facilities



Buffer Zones Around Fort Frances Schools, Daycares, Child Care Facilities, Parks and Playgrounds

