

TOWN OF FORT FRANCES

Planning & Development Executive Committee

AGENDA - April 19, 2021 at 0830 hrs

Session no: 7

MEETING - Civic Centre

Microsoft Teams meeting

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	Page
1. <u>Call to Order</u>	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
3.1 Session no 6 - 05 April 2021	2 - 3
4. <u>Items Referred from Council - None</u>	
5. <u>New Business</u>	
5.1 C. Vangel - 324 Victoria Avenue	4 - 27
5.2 SPC01-2020 Mill Property	28 - 122
6. <u>Outstanding Items - None</u>	
7. <u>Information - None</u>	
8. <u>In-Camera - None</u>	
9. <u>Adjourn / Next Meeting Date - 03 May 2021</u>	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #6

April 5, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre and virtually on April 5, 2021 from 0830 hrs to 0945 hrs

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, By-law Enforcement Officer, L. Slomke, Clerk, K. Haney, Deputy Clerk, Tannis Drysdale, Randy Thoms B93, Merna Emara, Fort Frances Times

1. Call to Order - 0830 hrs

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

3. Approval of Previous Committee Minutes

3.1 Session no 5 - 15 March 2021

4. Items Referred from Council

4.1 Flint House Food Truck Patio Request - Discussion held. Letter of support to Mayor/Council for review on meeting of April 12th. Further, creation of by-law for Council meeting scheduled for April 26th.

5. New Business

5.1 Tourism Development and Marketing Plan - Beautification of Scott Street/Town Entrances/Trans Canada - Discussion held. Items of topic included:
- Graffiti clean up
- Community clean up/garbage on roadways
- Derelict billboards
- Screening of storage buildings - beautify initiatives west side of Fort Frances
Official zoning plan by-law under review. Initiatives to include policy to create standard for beautification.
C. Vangel to bring back information from surrounding communities re greening entrances/commercial spaces/streetscaping to the committee.

5.2 Zoning By-law Amendment - 820 Fifth Street East
Application from Rainy River District Social Services Board Public meeting April 12th.
Recommendation to bring forward to Mayor/Council for approval.

6. Outstanding Items - None

7. Information

7.1 By-law report - Accepted as presented

8. In-Camera - None

9. Adjourn @ 0945 hrs / Next Meeting Date 19 April 2021

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

Date: April 19, 2021
To: Planning & Development Executive Committee
From: Cody Vangel, CBO/Planner
Re: 324 Victoria Avenue Zoning Amendment – Request For Waiver of Fees

The Rainy River District Social Services Administration Board (RRDSSAB) submitted application for Minor Variance to the Committee of Adjustment requesting reduction in the required number of on-site parking spaces from 22 to 5 due to a change in use of the facility located at 324 Victoria Avenue.

The Committee of Adjustment considered this matter at the March 17, 2021 session, though deferred making a decision at the meeting due to concerns that the request was “major”, and asked that the applicant should bring back further information on the proposal including but not limited too a site plan detailing additional onsite parking, third party off-street parking agreement, on street parking agreement, etc.

Please be advised that the Rainy River District Social Services Administration Board has submitted a letter dated March 18, 2021 to hereby withdraw their application for minor variance (application A1-2021) related to their property at 324 Victoria Avenue. The applicant states in the letter which has been provided for your reference that they feel the request would be more appropriately considered as a zoning by-law amendment rather than a minor variance due to its nature. A copy of the documents submitted to the Committee of Adjustment have been attached for information.

Given that the RRDSSAB has paid a minor variance application fee of \$324.50 and will be subject to the fee of the public notice for \$264.75 plus applicable taxes, RRDSSAB is requesting that the applicable fees for the upcoming rezoning application be waived. The fees requested to be waived are \$1,400.00 for the application and an estimated \$500.00 for the next newspaper public notice.

Respectfully submitted,



Cody Vangel
CBO/Planner
Sec. Treas. Committee of Adjustment



Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

Ph: (807) 274-5349
Fax: (807) 274-0678
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

March 18, 2021

By Email to:

Doug Brown, CAO Town of Fort Frances, dbrown@fortfrances.ca &
Cody Vangel, Chief Building Official & Municipal Planner, cvangel@fortfrances.ca

Town of Fort Frances
Doug Brown, CAO
320 Portage Ave,
Fort Frances, ON
P9A 3P9

RE: Withdrawal of Minor Variance Application 324 Victoria Avenue

Dear Doug,

As discussed, the Rainy River District Social Services Administration Board hereby withdraws the request for Minor Variance for our property located at 324 Victoria Avenue, Fort Frances, ON. We recognize that that this request should be more appropriately dealt with as a Zoning Amendment and are therefore in the process of completing the necessary Zoning Amendment documents for submission to the Town of Fort Frances.

With the forthcoming application for Zoning Amendment the Rainy River District Social Services Administration Board requests that the Town of Fort Frances consider a waiver of fees so that further monies can be utilized to directly fund the ongoing renovations and assist with bringing the programs on line.

Thank you for your continued support. Please advise if you require anything further from our office, by email or phone if required.

Best regards,

Dan McCormick
CAO, Rainy River DSSAB

cc: Sandra Weir, Integrated Services Manager
Leanne Eluik, Director of Finance & Asset Management
Cody Vangel, Chief Building Official & Municipal Planner

Date: March 17, 2021

Report To: Committee of Adjustment

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: A1-2021: 324 Victoria Avenue – Minor Variance Application

Application Purpose

An application for minor variance has been made by the Rainy River District Social Services Administration Board (RRDSSAB) requesting relief from the parking provisions of sections 3.20 and 3.22 of Zoning By-Law 03/14 for the property located at 324 Victoria Avenue.

Section 3.20 of the zoning by-law requires that when a change in use of the property occurs, parking spaces shall be provided for the new use in accordance with the Parking Space Requirements Table in Section 3.22. The RRDSSAB is changing the use of the property from a place of worship (church) to an assisted living facility which will include safe beds, transition beds, a warming centre and administrative offices.

The Parking Space Requirements Table requires 1 parking space for every two beds in an assisted living facility, and 1 space for every 100m² of gross floor area for an office space.

Based on the proposed building layout the facility would require a total of 11 spaces for the 23 proposed beds and 11 spaces for the ≈291m² of office space.

The applicant is requesting relief from this provisions from 22 parking spaces to 5 parking spaces due to limited space on the property and unlikelihood that assisted living bed users would require parking.

Property History

Information contained on file and provided by MPAC idicates that the original building was constructed in 1900.

Official Plan

The property is designated as a **Living Area** which promotes a wide range of residential type use as well as various institutional uses.

Zoning By-Law 03/14

The current zoning of the property is Institutional (I). The provisions accompanying the Institutional Zone are shown below. It should be noted for the Committee that the proposed development was described in full to the Town's land-use planning consultant, where it was determined and confirmed that the proposed use falls within the existing provisions of the Institutional Zone.

4.15 INSTITUTIONAL (I) ZONE

No **person** shall within an Institutional (I) **Zone**, **use** any land or **erect**, alter or **use** any **building** or structure except in accordance with the following:

4.15.1 Permitted Uses

- a) ambulance station
- b) arena
- c) assisted living facility
- d) cemetery
- e) community centre
- f) community health and resource centre
- g) community garden
- h) day nursery
- i) fire station
- j) hospital
- k) library
- l) municipal/government uses
- m) nursing home
- n) place of worship
- o) school

4.15.2 Regulations for Permitted Uses

- | | |
|--|--------------------|
| a) Minimum Lot Area | 550 m ² |
| b) Minimum Lot Frontage | 15 m |
| c) Minimum Yard Requirements | |
| Front Yard | 7.5 m |
| Interior Side Yard | 7.5 m |
| Exterior Side Yard | 7.5 m |
| Rear Yard | 10.5 m |
| d) Maximum Lot Coverage | 50% |
| e) Minimum Landscaped Open Space | 10% |
| in any yard abutting a residential zone a planting strip shall be required. | |
| f) Maximum Height of Building | 20 m |

The parking provision details of the zoning by-law including sections 3.20 and 3.22 are attached with this report.

Divisional Comments

Fort Frances Power Corporation: No comments received.

Fort Frances Fire Rescue: No concerns.

Fort Frances Public Works:

- Snow removal of parking area is to be stored on property or removed from site. Snow cannot be deposited on Town boulevards, sidewalks or laneways.

Fort Frances Planning & Development:

- Proposed use supported for approval by planning consultant
- Phase one of project can proceed with current parking allowances. Future phases cannot commence until decision on parking made.
- Discussions with property owner ongoing related to easement in laneway

Sample Conditions

If approved, the Committee of Adjustment may wish to impose conditions on the minor variance including but not limited to the following:

- The parking spaces shall conform with section 3.20 such that the parking area is surfaced with concrete, asphalt, double float tar and chip surface, or a combination thereof

Summary/Recommendation:

Administration acts as an advisory body to the Committee of Adjustment. Comments received are provided in the form of information to assist the Committee.

Section 45(1) of the Planning Act gives the authority of granting minor relief from the provisions of the Zoning By-law to the Committee of Adjustment. Such relief can only be granted if the Minor Variance passes four tests. If the Committee is not satisfied on all four tests, then the Minor Variance cannot be approved.

The four tests are:

1. The application maintains the general intent and purpose of the Town of Fort Frances Official Plan
2. The application maintains the intent of the zoning by-law;
3. The requested variance represents appropriate development of the land; and
4. The requested variance is minor.

Should the Committee of Adjustment find it appropriate to approve this application, the previously noted conditions have been recommended.

Respectfully submitted



Cody Vangel
Chief Building Official & Municipal Planner

3.18 OBNOXIOUS USES

Nothing in this By-law shall be construed to permit the **use** of land for the **erection** or **use** of a **building** or **structure** for any purpose:

- a) that is or is likely to become a nuisance or offensive:
 - i. by the creation of a noise or vibrations; or
 - ii. by reason of the emission of gas, fumes, dust or objectionable odour; or
 - iii. by reason of the unsightly storage of goods, wares, merchandise, salvage, refuse matter or other such material; and
- b) which by the nature of the materials used therein is declared under the *Public Health Act*, as amended, or any other regulations thereunder to be a noxious or offensive trade, business or manufacture

3.19 OUTSIDE STORAGE/OUTDOOR STORAGE

Where **outside storage** is a permitted **use** or a permitted **accessory use** the following provisions shall apply:

- a) storage of goods and materials including refuse containers are not permitted within 6.0 metres of a Residential zone;
- b) storage and goods and materials including refuse containers shall be permitted in the required rear yard and interior side yard; and
- c) storage areas are to be screened from the view of adjacent streets by means of solid board fencing and/or landscaping features 2.0 metres in height, nor shall any material be piled higher than the surrounding screening.

3.20 PARKING AREA REGULATIONS

no development shall be permitted for any **use** or **building** except where vehicular off-street **parking spaces** are provided and maintained in accordance with the following regulations.

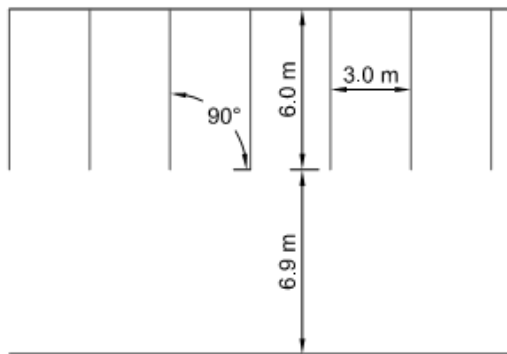
Notwithstanding the **yard** and **setback** provisions of this By-law to the contrary, uncovered surface **parking areas** shall be permitted in the **required yards** or in the area between the street line and the required **setback**.

Where in this By-law **parking areas** are required or permitted for 4 or more vehicles the following provisions shall apply:

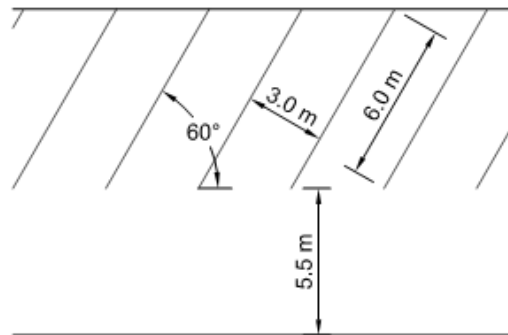
- a) when a **building** or **structure** accommodates more than one type of **use**, the **parking space** requirement for the whole **building** shall be the sum of the requirements for the separate parts of the **building** occupied by the separate types of **use**;
- b) adequate drainage facilities shall be provided and maintained in accordance with the requirements of the **Town**;
- c) the **parking area** and approaches shall be surfaced with concrete, asphalt, double float tar and chip surface, or a combination thereof;
- d) the lights used for illumination of **parking areas** shall be so arranged and located as to divert the light away from adjacent **lots** and directed on the **parking area**;
- e) **parking areas** shall be within 90.0 meters of the location which it is intended to serve and shall be situated in the same zone;
- f) each **parking space** shall be provided with unobstructed access to a street by a driveway, aisle or **laneway**;
- g) a **buffer strip** of landscaped area not less than 3.0 metres wide lying within the **lot** and along the boundaries of the **parking area**;

- h) The length of any **parking space** and the width of the adjacent aisle shall be in accordance with the following:

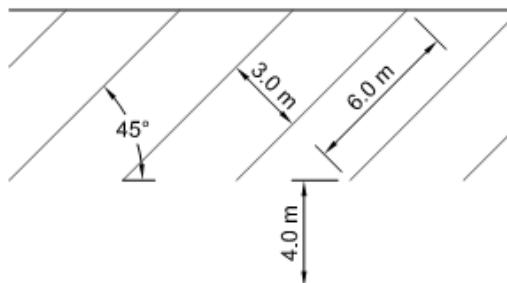
ANGLE OF PARKING SPACES	PARKING SPACE WIDTH (minimum)	PARKING SPACE LENGTH (minimum)	AISLE WIDTH (minimum)
90°	3 m	6.0 m	6.9 m
60°	3 m	6.0 m	5.5 m
45°	3 m	6.0 m	4.0 m
30°	3 m	6.0 m	3.7 m
Parallel	3 m	6.7 m	3.0 m



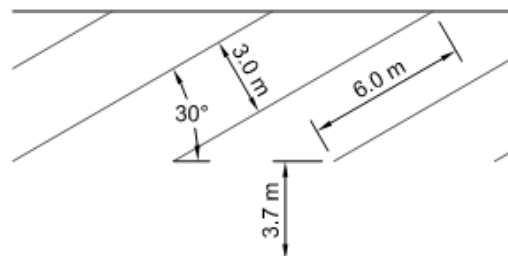
90° PARKING SPACE



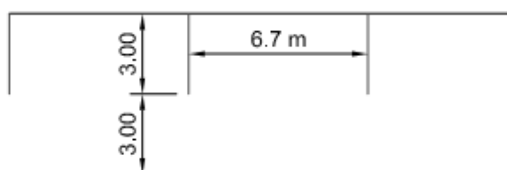
60° PARKING SPACE



45° PARKING SPACE



30° PARKING SPACE



0° PARKING SPACE
(PARALLEL PARKING)

Notwithstanding any other provisions of this by-law, the requirements for parking areas and approaches to be hard surfaced (3.20(c)) shall not apply to developments in the Town of Fort Frances Industrial Park area being land located in the municipality bounded on the south by the CNR Railway line, on the west by McIlvaine Road, on the north by Eighth Street West and on the east by Webster Avenue and zoned Industrial in the Town of Fort Frances Zoning By-Law unless required by Site Plan Control. The parking area shall be maintained with a stable surface that is treated so as to prevent the raising of dust.¹

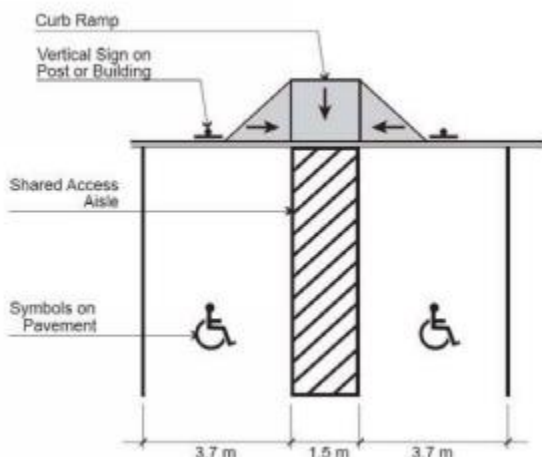
Barrier-Free Parking Spaces

Barrier-free parking spaces shall be provided at the rate specified in the table below and shall meet all specifications of the *Ontario Building Code* regarding Barrier-Free Parking Design including, at a minimum:

- each barrier-free parking space shall have a minimum width of 3.7 m and a minimum length of 7 m;
- if two adjacent spaces are designated for the disabled, then the total width of both spaces together shall be 6.4 m if a 1.5 m wide accessible aisle separates the two spaces;
- if no access aisle separates the spaces, the total width of the two spaces shall be 7.4 m;
- barrier-free parking spaces shall be located on level ground within close proximity and access to the building entrance;
- barrier-free parking spaces shall be clearly marked and reserved for the exclusive use of physically disabled persons.

Required Barrier-Free Parking Spaces

Capacity of Parking Area (Number of Parking Spaces)	Minimum Number of Barrier-Free Parking Spaces
1-10	0
11-25	1
26-50	2
51-75	3
76-100	4
More than 100	3% of total to a maximum of 10 spaces



¹ Amended January 11, 2016 – to provide relief from the hard-surfacing requirements for parking areas and spaces in the Industrial Park.

The **parking space** requirements referred to herein shall not apply to any **building** or **structure** lawfully in existence on the date of passage of this By-law, so long as the **gross floor area** is not increased and the **use** or number of **dwelling units** does not change. If any addition is made to a **building** or **structure** which increases its **gross floor area**, then **parking spaces** for the addition shall be provided as required by the **Parking Space Requirement Table**. Where a change in **use** occurs, **parking spaces** shall be provided for such new **use** in accordance with the requirements of the **Parking Space Requirement Table**.

Parking spaces and areas required in accordance with this By-law shall be used for the parking of operative, currently licensed vehicles only and for vehicles used in an operation incidental to the permitted uses in respect of which such **parking spaces** and areas are required or permitted.

Notwithstanding the foregoing, the owner or occupant of any **lot**, **building** or **structure** in the Residential (R) **Zone** may **use** the **lot**, **building** or **structure** for the parking, storing or housing of one commercial **motor vehicle** or **trailer** provided that such vehicle does not have wheelbase in excess of 5.0 metres or exceed a one ton load capacity.

Where a commercial **use** abuts or is adjacent to a navigable waterway, one third of the parking requirements may be in the form of boat slips maintained for the sole purpose of customer boat parking specifically for the commercial **use**. Such a space shall be at least 6 metres in length and have a width of 3 metres.

3.21 PARKING IN THE CENTRAL BUSINESS DISTRICT

Within a the Central Business District as shown on Schedule A, uses within the General Commercial (C2) **Zone** with the exception of **hotels**, **motels**, grocery stores exceeding 300 sq metres of gross floor space and residential units are exempted from providing parking.

3.22 PARKING SPACE REQUIREMENTS

Parking spaces are required under this By-law, in accordance with the **Parking Space Requirement Table**. Where the calculation of required spaces exceeds a whole space of more than .25, the required spaces shall be the next whole number.

Arena, Assembly Hall	1 per 5 seats or 3.0 m of bench seating or 1 per 4 people that may be legally accommodated at one time, whichever is greater
Agricultural/Farmers Market	1 per each 28 m ² of gross floor area
Bowling Alley	3 per each bowling lane
Office	1 per each 28 m ² of gross floor area
Community centre, Recreation or Fitness Establishment	1 per 100 m ² gross floor area
Curling Rink, Outdoor Recreation Facility, Sports Field	4 per game playing surface plus 10 per 100 m ² of gross floor area used for dining or assembly area.
Dry Cleaners Establishment	1 per each 9 m ² or fraction thereof of gross floor area with a minimum requirement of four spaces.
Farmers Market	1 per 4 people that may be legally accommodated at one time
Financial Establishment	1 per each 28 m ² of gross floor area

Golf Course	24 per each 9 holes of golfing facilities
Home Occupation/ Home Industry	1 in addition to the parking required for the dwelling
Hospital, Nursing Home & Assisted Living Facility	1 per every two beds
Hotel, Motel	1 per rental unit plus 1 additional space per 9m ² of floor area devoted to public uses
Industrial Uses not specifically identified	1 per 93 m ² of gross floor area or for each 3 employees, whichever is greater
Marina, Seaplane Base	1.5 per 1 boat slip and 1 per every 8 m ² of gross floor area for commercial use , exclusive of storage area

TYPE OF USE	MINIMUM NUMBER REQUIRED
Medical, Dental, or Veterinary Hospital or Drugless Practitioner Office	3 per practitioner or 1 space per 15 m ² gross floor area , whichever is greater
Place of worship Undertaking establishment	1 per 5 seats or 3.0 m of bench seating or 1 per 4 people that may be legally accommodated at one time, whichever is greater
Residential (includes senior apartments)	1 per dwelling unit where 4 or more 1.25 per dwelling unit
Restaurant, Tavern	1 per 9 m ² of floor space or 10 spaces, whichever is greater
Retail, Personal Services Establishment	1 per each 28 m ² of gross floor area
School, Elementary	1.5 per classroom or 1 space per 9 m ² of gymnasium or auditorium floor space, whichever is greater
School, Secondary	4 spaces per classroom or 1 space per 9 m ² of gymnasium or auditorium floor space, whichever is greater
Theater	1 per 4 people that may be legally accommodated at one time
Workshop Manufacturing, Processing, Assembling or Fabricating Plant, Wholesale Establishment, or Warehouse.	1 space per 35 m ² of gross floor area
Uses permitted but not listed in this table	1 parking space per 35 m ²

DRIVE-THRU BUSINESSES: QUEUING SPACES

Queuing spaces shall be provided for drive-thru business as follows:

- Five (5) inbound queuing spaces shall be provided for vehicles approaching the drive-up service window;
- One (1) outbound queuing space shall be provided on the exit side of each service position and this space shall be located so as not to interfere with service to the next vehicle; and
- All queuing spaces shall be a minimum of 6.5 metres long and 3 metres wide and queuing lanes shall provide sufficient space for turning and manoeuvring and shall not occupy any portion of a designated fire lane or a required parking aisle.

Queuing spaces shall be measured as follows:

- a) For a drive-thru with a service window, it shall be measured from a point located 2.0 m beyond the middle of the drive-thru window used for the receipt of goods.
- b) For a drive-thru with a machine, it shall be measured from a point located 2.0 m beyond the middle of the drive-thru bank machine.
- c) For **motor vehicle** wash facility it shall be measured from the entrance to the wash bay.

3.23 PEAT EXTRACTION, PITS AND QUARRIES

The extraction of peat, establishment or operation of pits or quarries is prohibited within the area covered by this By-law, except in the locations permitted by this By-law, and in accordance with the provisions of this By-law. No **person** shall **use** land or **erect** any **building** or **structure** for the purpose of processing, washing, screening, sorting or crushing rock, sand and/or gravel and or peat except as expressly provided for in this By-law.

3.24 PERMITTED ENCROACHMENTS¹

Required yards shall not be obstructed in any manner whatsoever, except in accordance with the following:

STRUCTURE TYPE	YARDS	MAXIMUM PROJECTION INTO REQUIRED YARD FROM MAIN WALL
sills, chimneys, cornices, eaves, gutters, parapets, pilasters, windows or other ornamental structures	All yards	0.6 m
unenclosed porch, balcony, deck , steps and patios	Front, Rear, Exterior Side Yard	2.5 m
canopies, awnings, clothes poles, flag poles, garden trellises, fences, retaining walls, signs	All yards	n/a
Fire escapes, exterior stairways, stoops, landings, steps and ramps	Side or rear yard	1 m but not closer than 1.2 m to any lot line
Wheelchair ramps	All yards	No limit
Air conditioners, solar panels, heat pumps or similar equipment	Interior or rear yard	1.0 m but not closer than .3 m to any lot line

Notwithstanding the above permitted encroachments, none of them may be closer than 1.2 m to any **lot line** and where the floor of any porch, balcony, or **deck** is more than 1.0 metre above the **finished grade**; the **side yard** and **rear yard setback** requirements for the **principal use** shall apply.

3.25 PLANTING STRIPS

Where a **lot** in a, Institutional, Commercial or Industrial **Zone** abuts an **interior side** or **rear lot line** of a **lot** in a Residential **Zone** or a multiple unit apartment **building** of more than 4 units abuts a single detached residential **use**, a **planting strip** adjoining such abutting **lot line**, or portion thereof, shall be

¹ Amended by 3-14-B – Sept. 8, 2014 – to add structure types inadvertently omitted

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION

For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

It is the responsibility of the owner or authorized agent to provide complete and accurate information. This form will not be accepted as an application until such time as all questions have been answered and all requirements have been met in the manner requested herein. Please read the following carefully:

APPLICATION:

One copy of the application is to be submitted to the Office of the Municipal Planner/Secretary-Treasurer of the Committee of Adjustment. Information to be provided is as set out in Ontario Regulation #200/96 of the Planning Act, R.S.O. 1990 (as revised). Therefore all questions must be answered in full detail or the application will not be accepted for processing.

FEE:

The fee as set out in the User Fee By-Law is accepted in cash, cheque or debit and are payable to the Town of Fort Frances.

OWNERSHIP:

Proof of Ownership is to accompany each application. Acceptable proof includes copy of current tax bill, deed or parcel register, etc. If more than one person own the subject lands, the application must be submitted under all names, and all parties are required to sign either the application form or an Authorization Form.

AUTHORIZATION:

All agents must file an Authorization Form signed by all registered owners when filing on their behalf. All owners and/or agents must sign the Declaration as well. Failure to comply with this requirement will result in a delay.

COMMISSIONERS' SIGNATURE

All applications **MUST** be signed before a Commissioner for taking Oaths. If more than one owner, all owners or the authorized agent must sign before the Commissioner. The Clerk, Deputy-Clerk and Treasurer are Commissioners for Taking Oaths.

PLANS:

All drawings submitted must be clear and legible and must show the following:

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

If full size drawings are submitted, a copy reduced to no less than 8½" x 14" is also required and must be suitable for reproduction. Completed applications will also be accepted in PDF format.

Applicant shall be present or have representation during the meeting to allow for any questions by the Committee of Adjustment to be answered. Conference call will be made available if needed.


APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION
 For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

It is the responsibility of the owner or authorized agent to provide complete and accurate information. This form will not be accepted as an application until such time as all questions have been answered and all requirements have been met in the manner requested herein. Please read the following carefully:

PROPERTY INFORMATION		FOR OFFICE USE ONLY	
Property Address	324 Victoria Avenue	FEE	FILE NO.
Tax Roll No.	59 - 12 - 020 - 001 - 10000	\$ _____	A ____/20 ____
Legal Description		PAYMENT RECEIPT STAMP	
OWNER/APPLICANT INFORMATION			
Registered Owner(s)	Rainy River District Social Services Administration Board		
Application Contact	Dan McCormick		
Full Mailing Address	450 Scott Street Fort Frances, ON P9A 1H2		
Telephone	807-274-0678		
Email	dan.mccormick@rdsab.on.ca		
AGENT INFORMATION (if applicable)			
Company Name			
Application Contact			
Full Mailing Address			
Telephone			
Email			
Note – All communication will be sent to Application Contact unless otherwise requested			
MORTGAGEES, HOLDERS OF CHARGES OR OTHER ENCUMBRANCES			
Institution			
Contact/Reference			
Full Mailing Address			
Telephone			
Email			

1. Describe the nature and extent of relief applied for (indicate what the by-law requirement is, the relevant section of the by-law, and what you are proposing):
<p>Section 3.22 of Zoning by-law – to permit</p> <p>A reduction in required parking spaces from 22 to 5, due to a change in use of the building.</p> <p>The zoning by-law requires 1 space per 28m2 of office space and 1 space per every two beds in an assisted living facility.</p> <p>For the intended 23 beds, 11 parking spaces would be required.</p> <p>For the intended +/- 291 m2 of office space, 11 parking spaces would be required.</p>



2.	Why is it not possible to comply with the provisions of the by-law? (Provide an explanation of the circumstances that hinder or restrict your ability to comply) Based on the anticipated clients occupying the assisted living beds, it is not expected that provision of parking would be necessary. Therefore, it is requested for a minor variance to only require parking for the applicable office uses within the facility. The property is a former church and the size of the building and lot only allows for a maximum of 5 parking spaces.													
3.	When did the current owner acquire the Property?	September 2020												
4.	Provide the date of construction for all buildings and structures on the Property. 1900 based on data provided by MPAC													
5.	What is the existing use of the Property?	Assisted Living Facility - transition beds, warming centre												
6.	How long has the existing use of the Property continued?	Warming centre - since 2018												
7.	What is the existing use of the abutting properties? <table border="1"> <tr> <td>North</td> <td>South</td> <td>East</td> <td>West</td> </tr> <tr> <td>Residential/Commercial C2</td> <td>Residential - R2</td> <td>Residential - R2</td> <td>Clinic/Formal Library - I</td> </tr> </table>		North	South	East	West	Residential/Commercial C2	Residential - R2	Residential - R2	Clinic/Formal Library - I				
North	South	East	West											
Residential/Commercial C2	Residential - R2	Residential - R2	Clinic/Formal Library - I											
8.	Dimensions of the Property: <table border="1"> <tr> <th>Property Dimensions</th> <th>Metric</th> <th>Imperial</th> </tr> <tr> <td>Frontage:</td> <td>19.7m</td> <td>64.6ft</td> </tr> <tr> <td>Depth:</td> <td>49.9m</td> <td>163.7ft</td> </tr> <tr> <td>Area:</td> <td>983.03 m2</td> <td>10,581 ft2</td> </tr> </table>		Property Dimensions	Metric	Imperial	Frontage:	19.7m	64.6ft	Depth:	49.9m	163.7ft	Area:	983.03 m2	10,581 ft2
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APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION
 For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

9. Building/Structure Particulars			
Describe the particulars (in metric) of all buildings and/or structures existing and proposed for the Property.			
Main Building:	Existing	Proposed	
Ground Floor Area:	367 m2	same	
Width:	12m-15m	same	
Length:	30	same	
# of Storeys:	2	3 in main hall	
Location of Building/Structure – Check geographic direction of Side Yard Setbacks			
Front Yard:			
Rear Yard:			
North or East			
South or West			
Accessory Building: N/A	Existing	Proposed	
Ground Floor Area:	N/A		
Width:	N/A		
Length:	N/A		
# of Storeys:	N/A		
Height:	N/A		
Distance to Main Building:	N/A		
Location of Building/Structure - Check geographic direction of Side Yard Setbacks			
Front Yard:	N/A		
Rear Yard:	N/A		
North or East	N/A		
South or West	N/A		

Note – Above information to match Site Plan

10. Check the appropriate box to Indicate connected or available services to the Property:		
Source of Service:	Municipal	Private
Water	yes	
Sanitary Sewer	yes	
Storm Sewer	not on property - located on victoria ave	

APPLICATION FOR MINOR VARIANCE OR FOR PERMISSION For applying under Section 45 of the Planning Act, R.S.O., 1990 (as revised)

11. Check the appropriate box to indicate access to the Property:

Source of Access:	Yes	No
Municipal Road	yes	
Other Public Road		no
Water Access Only		no

12. What is the Official Plan designation of the Property?

	Living
--	--------

13. What is the Zoning of the Property?

	Institutional
--	---------------

14. Has the Owner ever applied for a minor variance or permission regarding the Property?

Yes	No	If Yes, provide details, including file number, date, decision, etc.
-----	----	--

15. Is the Property the subject of a current application for consent under section 53 of the Planning Act, 1990, as revised? Yes No If Yes, provide details, including file number, date, etc.

16. DECLARATION

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

DECLARED before me at the Town of Fort

Frances, in the District of Rainy River this

23rd day of Feb, 20 21.

A Commissioner, etc.

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

(Signature of Owner or Agent)

(Signature of Owner or Agent)



17. A sketch showing the following:

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

OWNER'S AUTHORIZATION, ACKNOWLEDGMENT & CONSENT

(Must be signed by each Owner – print more copies as required)

I, Daniel McCormick, am an Owner of the property known as 324 Victoria in the Town of Fort Frances, that is the subject of this Application, and hereby

Authorize Agent to Act (if applicable):

1. Authorize and instruct Town of Fort Frances to act as my Agent and make this application on my behalf.

Freedom of Information:

2. Acknowledge that the information collected in this application is collected under the authority of The Planning Act, R.S.O. 1990, Chapter P13, as amended to assist in the processing of the application and will become part of a public record and, for the purposes of the Freedom of Information and Protection of Privacy Act, authorize and consent to the use by or the disclosure to, any person or public body of any personal information.
3. Acknowledge that full copies of the application are provided to the members of the Committee of Adjustment and as a result, **any information contained in it** is made public.

Right to Enter Premises:

4. Authorize the members of the Committee of Adjustment and/or staff of The Town of Fort Frances as may be required, to enter upon the lands and premises identified in section 5 that are the subject of this application for the purpose of evaluating the merits of this application and for so doing, this shall be good and sufficient authority; and

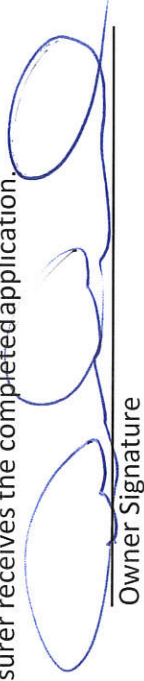
Consent re Meeting:

5. Consent to the application herein being considered at the next regular meeting of the Committee of Adjustment notwithstanding that section 45 of the Planning Act requires they be heard within thirty days after the secretary-treasurer receives the completed application.



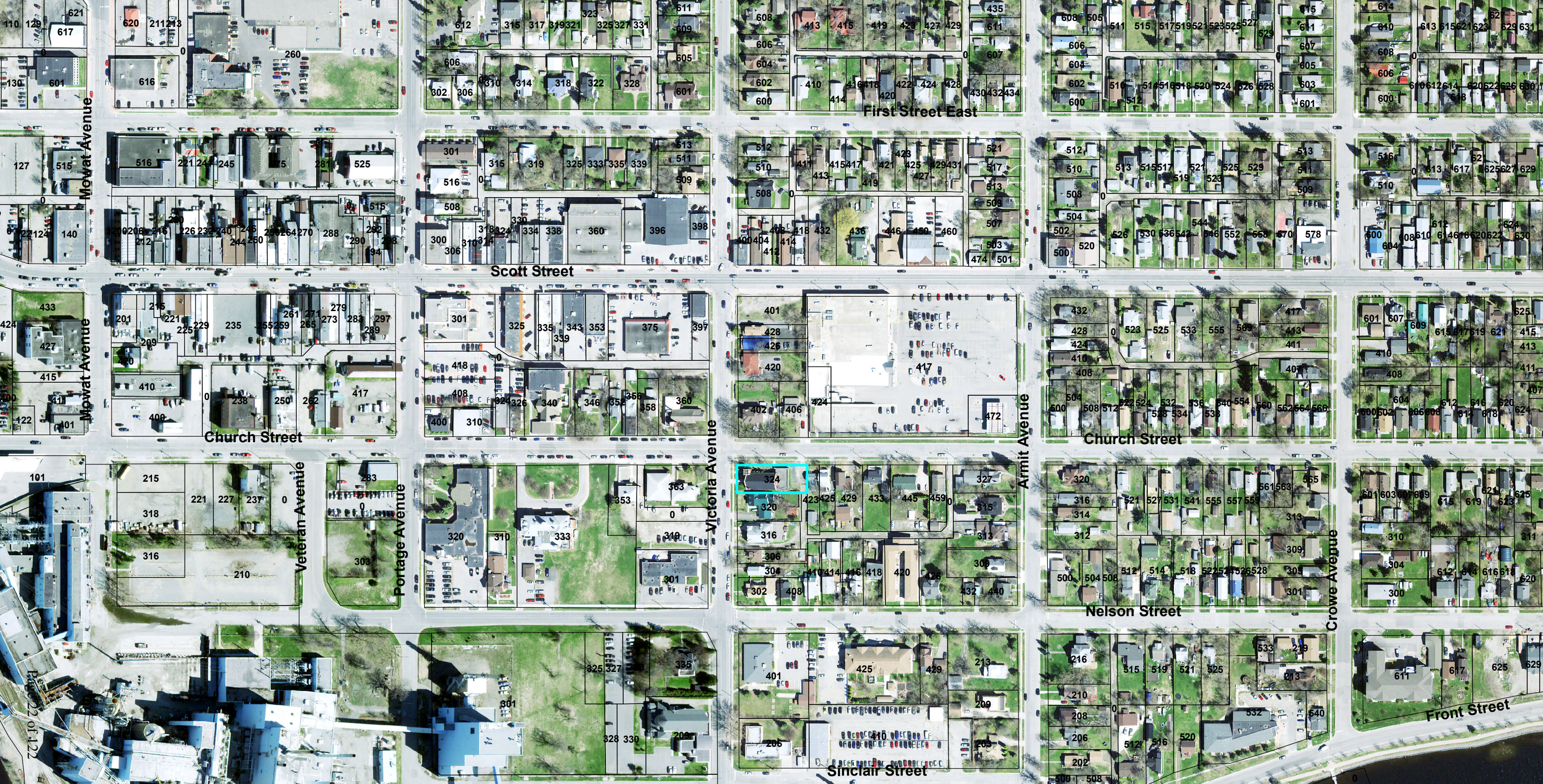
 February 8, 2021

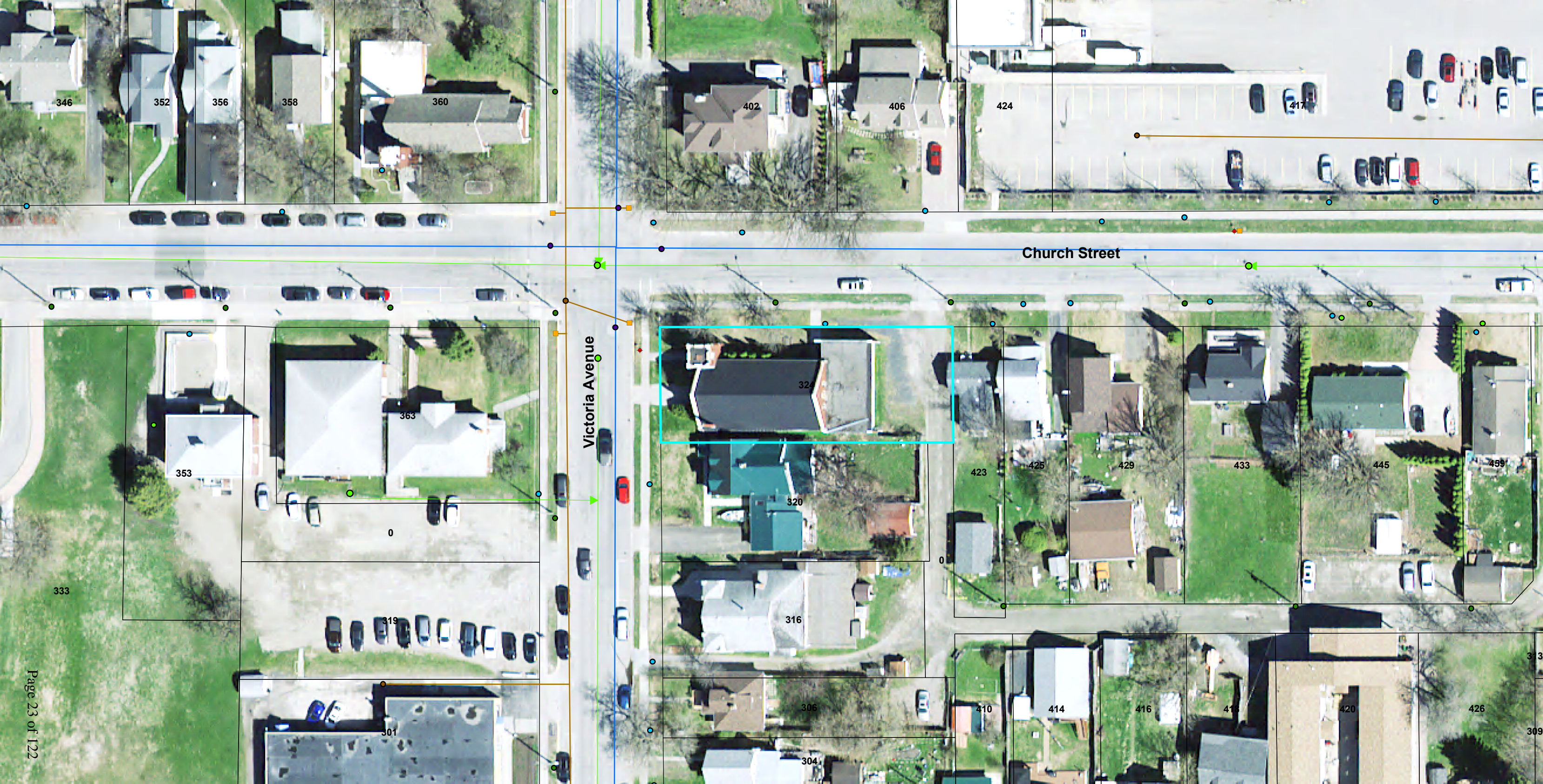
Date



Owner Signature

Owner Signature







church st.

victoria ave.



- SAFE BED PROGRAM
- TRANSITIONAL BED PROGRAM
- WARMING SHELTER PROGRAM
- RRDSSAB ADMIN. AND STAFF AREAS
- UTILITY AND COMMON SPACES

BASEMENT FLOOR DESIGN

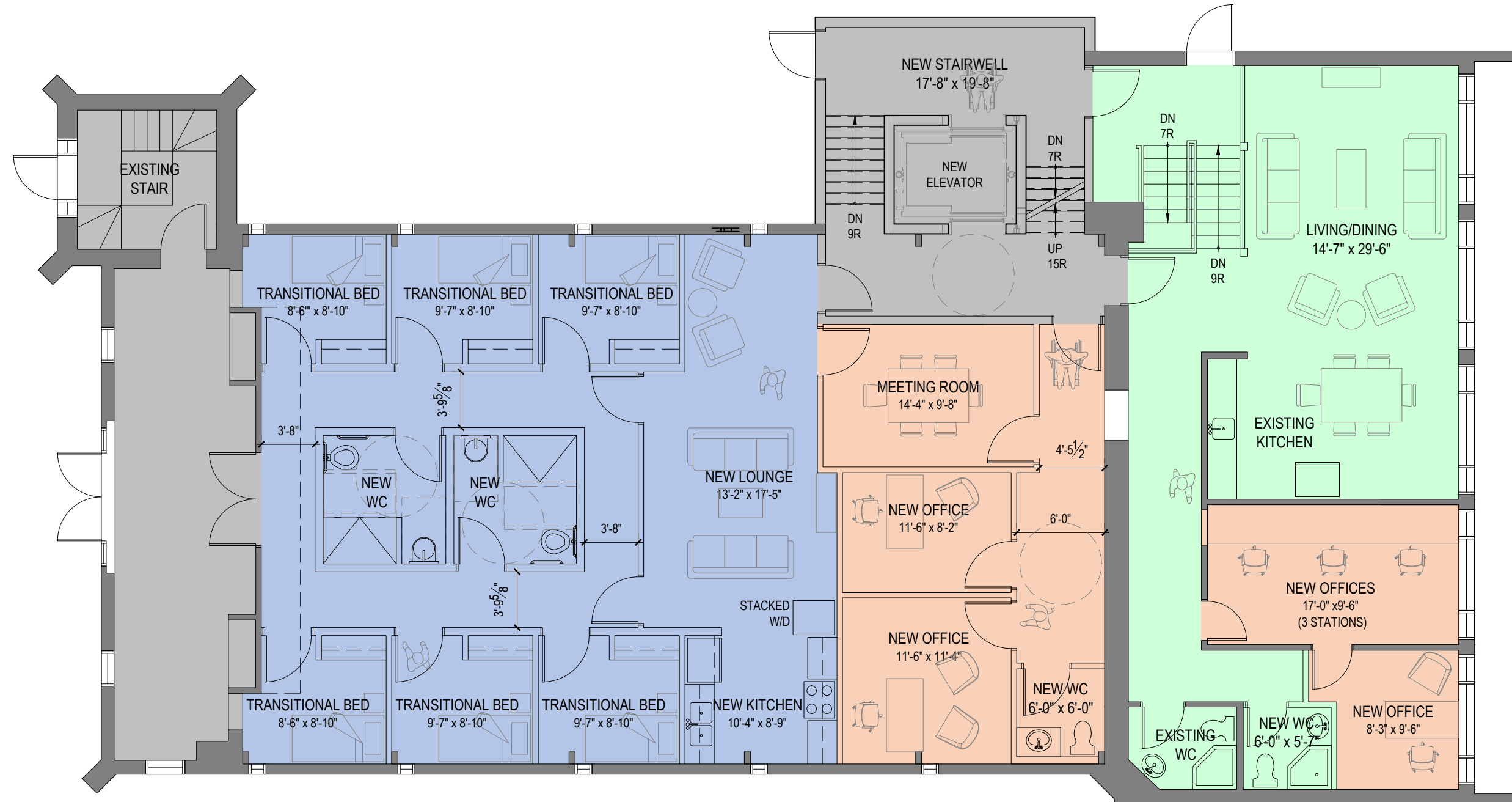
RRDSSAB - WARMING SHELTER
324 VICTORIA AVENUE, FORT FRANCES

SCALE 1/8"=1'-0"



church st.

victoria ave.



- SAFE BED PROGRAM
- TRANSITIONAL BED PROGRAM
- WARMING SHELTER PROGRAM
- RRDSAB ADMIN. AND STAFF AREAS
- UTILITY

MAIN FLOOR DESIGN

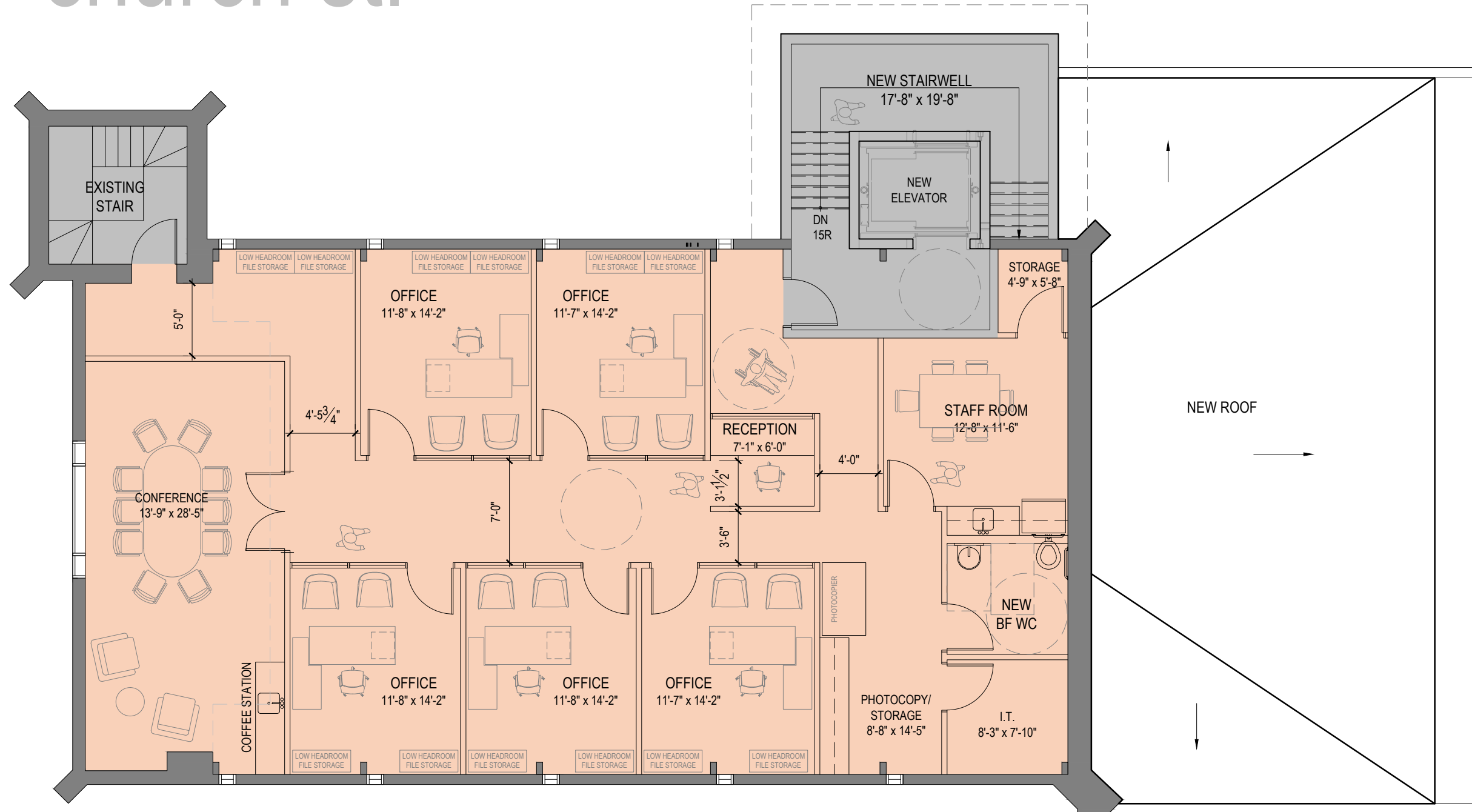
RRDSAB - WARMING SHELTER
324 VICTORIA AVENUE, FORT FRANCES

SCALE 1/8"=1'-0"



church st.

victoria ave.



- SAFE BED PROGRAM
- TRANSITIONAL BED PROGRAM
- WARMING SHELTER PROGRAM
- RRDSAB ADMIN. AND STAFF AREAS
- UTILITY AND COMMON SPACES

SECOND FLOOR DESIGN

RRDSAB - WARMING SHELTER
324 VICTORIA AVENUE, FORT FRANCES

SCALE 1/8"=1'-0"



Date: April 19, 2021

Report To: Planning & Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

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

2670568 Ontario Ltd. locally referred to as Riversedge Developments Inc. has made application for the demolition of multiple buildings and structures located on the locally known “Mill Property”. Demolition is intended to be conducted in three phases with completion in mid-2022. The applicant has been working closely with Town administration and other government agencies on deliverables for the demolition permits and is subsequently working towards a site plan control agreement with the Town.

A copy of the draft Site Plan Agreement has been included with this report. For the information of the Committee there are three clauses that are currently under review by 2670568 Ontario Ltd pending recent changes, those being Section 8j Environmental Matters, Section 8l Site Grading including Schedule 4, and lastly Section 13d regarding the security appraisal. Review and confirmation of these section is expected shortly and will be presented to Council.

Administration is seeking recommendation for approval from the Planning and Development Executive Committee to proceed in bringing the agreement to Council for approval.

Respectfully submitted

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

Cody Vangel
Chief Building Official & Municipal Planner

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2021.

B E T W E E N:

2670568 Ontario Limited.
(the "Owner")

- and -

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

WHEREAS:

- A. The Owner has represented to the Municipality that it is the registered and beneficial owner of the lands and premises (the "Lands") legally described in **Schedule 1** hereto;
- B. The Owner wishes to demolish, among other things, certain buildings, structures, works, services, and facilities relating to a non-operational former kraft mill, a non-operational former pulp and paper mill, and a biomass boiler on the Lands (herein sometimes referred to as the "Demolition" or "Proposed Demolition");
- C. By an application dated November 2, 2020, the Owner applied to the Municipality for site plan control approval in respect of the Proposed Demolition (the "Application"). The Application describes the Demolition, and the Works, services, facilities and/or matters and things proposed to be done/and or caused to be done by the Owner within the Municipality in furtherance of its general terms;
- D. In furtherance of the Application, 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 Demolition by the Owner of the Lands;
- E. In consequence and after consideration of the Application, Council of the Municipality provided approval of the Application in respect of the Proposed Demolition by By-Law _____ subject to certain conditions;
- F. Section. 41(10) of the *Planning Act* permits the registration of site plan agreements against the Lands;
- G. This is an agreement that will be registered against title to the Lands; and
- H. It is understood by and between the Owner and the Municipality (collectively, the "Parties") that the covenants and commitments set out in the Agreement shall remain in full force and affect regardless of the applicability of the *Planning Act* to the Demolition.

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:

PART 1 General

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as a pulp and paper mill, and kraft mill and a biomass boiler more particularly described in **Schedule 1** attached hereto (the "Lands").

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 description of the Security Lands;
- (f) **Schedule 6** being the Escrow Agreement; and
- (g) **Schedule 7** being the information for return of the Security 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 Act" means the Construction Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Excluded Works" means those buildings not to be demolished on the Lands as shown on Schedule 4;
- (d) "Information" means any and all information received by the Municipality from the Owner and/or the employees, representatives, contractors, agents and/or otherwise of the Owner in relation to the Demolition, including without limitation, the Plans and Drawings, specifications, reports, tests, the Application and/or otherwise.
- (e) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (f) "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.
- (g) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (h) "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 demolish 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, demolition, 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.
- (i) "Record Drawings" means original site drawings modified to show any significant changes in the work made during construction or demolition and which are usually based on drawings marked up in the field and other data furnished by the contractor and shall include UTM coordinates for any infrastructure.
- (j) "Security" means any and all, real property, 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.
- (k) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (whether internal or external to the Lands) referred to or required by or under this Agreement including all applicable plans and drawings submitted with demolition permit(s) but excepting the Excluded Works.

4. The Owner:

- (a) covenants and agrees to demolish, and remove 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 and agrees that the Municipality relies at all times on the Owner and the Owner's Information is complete to the extent the same is known and in possession of the Owner (The Owner shall use all reasonable efforts to make sure that it's Information is complete and up to date) and in compliance with the requirements of all authorities having jurisdiction, and that receipt, acceptance, review, and/or otherwise by the Municipality and/or its officers, employees, representatives, contractors, agents and/or otherwise, of the Plans and Drawings and other documentation or Information:
 - (i) does not remove the obligation, and/or responsibility at all times on the part of the Owner as set out in paragraphs 4(a), 4(b), and otherwise in this Agreement; and
 - (ii) Does not mean nor shall it be taken to mean, that the Municipality has in any way confirmed such completeness and/or compliance, or that the Municipality approves or has approved of the Information in doing so or thereof. On the Contrary, 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 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 Information, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

5. Deviation.

- (a) The Owner acknowledges and agrees that the Application was made on the basis of a proposal for demolition only, and it is understood that the provisions of this Agreement shall govern. The Owner further covenants and agrees that no deviations or changes shall be made to the Plans and Drawings and that no demolition 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 demolition, building, zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

6. Conformity/Compliance with Agreement and all Applicable Laws

The Owner:

- (a) 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, including the Schedules attached herewith, which includes without limitation the Plans and Drawings) and such other agencies or approval authorities as may be applicable;

The Owner, for itself and on behalf of its employees, agents, consultants, contractors, and or representatives covenants and agrees to complete the Demolition in compliance with the provisions of all applicable federal, provincial, and municipal laws, rules, orders and regulations, including without limitation all environmental and other occupational health and safety laws and regulations applicable. The Owner shall obtain all required approvals and permits for and/or in respect of the Proposed Demolition and/or the Works and shall provide the Municipality with a copy of the same within a reasonable time after request therefor by the Municipality.

The Owner shall comply with the provisions of any applicable federal, provincial or municipal laws concerning the environment. The Owner shall be responsible for any Environmental Contamination (as Environmental Contamination is defined in this paragraph 6 of this agreement) created or caused by and/or as a result of the Proposed Demolition and shall indemnify and save harmless the Municipality from and against any and all actions, causes of actions, demands, claims, injury and losses with respect thereof. The Owner shall immediately take all measures and steps, based upon applicable safety and regulatory requirements to keep the Lands in an environmentally clean state and clear of all Environmental Contamination resulting from the Proposed Demolition. Further, the Owner shall be solely responsible for the cost of all works and things carried out or necessary to be carried out to correct any Environmental Contamination with occurs on other lands as a result of the Proposed Demolition. If requested by the Municipality, the Owner shall obtain, at the Owner's

expense, a report from an independent consultant approved by the Municipality verifying the removal of any Environmental Contamination which occurs and/or has been deposited and/or spilled in, under or upon the Owner's Lands or any other affected lands, or if that is not the case, reporting the extent and nature of failure to comply with the provisions of this paragraph. If the Owner fails to remediate or correct any Environmental Contamination for which it is responsible to the satisfaction of the Municipality, acting reasonably, or any public authority having jurisdiction, the Municipality may undertake the corrective measures necessary in its sole discretion, and charge the Owner for the costs incurred by the Municipality plus applicable overhead rates and charges. Upon termination of this Agreement, the Owner shall leave the Lands and/or any other lands affected free of any Environmental Contamination created or caused as a result of the Proposed Demolition. The Owner's obligation under this paragraph shall survive any termination of this Agreement and/or the Proposed Demolition.

"Environmental Contamination" means the release, deposit, spill, in violation of or beyond the limits established by applicable law or any contaminants or contamination residue which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (i) Radioactive, explosive, poisonous, corrosive, flammable or toxic substances;
 - (ii) Any substances that, if added to any water, would degrade or later the quality of the water to the extent that it is detrimental to its use by man or by animal, fish or plant;
 - (iii) Any solid, liquid, gas, or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety or welfare of persons or the health of animal life or causes damage to plant life or to property; and
 - (iv) Substances declared to be hazardous, toxic, or dangerous under any law or regulation now or hereafter enacted by any authority having jurisdiction.
- (b) 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;
 - (c) 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;
 - (d) 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 demolished 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;

- (e) covenants and agrees that the Municipality shall be entitled, in its sole and unfettered discretion if reasonably required by the Municipality and at the reasonable 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 Lands and Works; and
- (f) Covenants and agrees to maintain the Lands and Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is released from title to the Lands.

PART II
TERMS AND CONDITIONS

7. Compliance with Building Code and Authorities Having Jurisdiction

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 (and which includes without limitations any building(s) erected therein and thereon) to ensure that the Demolition as well as any Works required to be provided, demolished, or removed by the Owner comply with this Agreement.

8. The Owner covenants and agrees as follows:

(a) Highways

Not to foul the highways leading to the Lands and to provide on all demolition accesses leading to the Lands, a method to prevent mud or dust from fouling any roads as per submitted dust control plan.

(b) Approach Ramps and Driveways

Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality without written permission from the Municipality and unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.

(c) Fire Matters and Emergency Services

(i) To provide fire access route signs, emergency access route plans and fire suppression plans for all stages of the Demolition and 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.

(ii) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services during all phases of demolition.

(iii) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services during all phases of the Demolition.

(d) Landscaping and Planting

To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.

(e) Garbage

(i) To remove from the Lands and Works any refuse, junk, debris or other material temporarily deposited thereon or therein at their sole and absolute expense. If the Owner fails to remove the aforesaid material within a period of 90 days 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 pursuant to section 13 of this Agreement.

(ii) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands external to the Lands, and that any such refuse, junk, debris, or other material will be removed 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 any lands, school lands, or park lands external to 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 pursuant to Section 13 of this Agreement.

- (iii) To design, prior to the Demolition, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following completion of the Proposed Demolition to the satisfaction of the Municipality.
 - (iv) To provide recycling and garbage areas sufficient to contain the required number of containers and materials.
- (f) Easements and/or Land

That the Municipality may at its sole and absolute discretion require the Owner to convey to the Municipality at the Owner's sole and absolute expense certain easements or land required by the Municipality for the demolition, maintenance and improvement of watercourses, ditches and land drainage works, sewage facilities and other public utilities ("Drainage Works and Facilities").
- (g) Utilities

To obtain written confirmation from the appropriate Persons, authorities or organizations that all utilities for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been terminated, that future installation for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite permits and related documentation providing authority for the same have been or will be provided to such Persons.

 - (i) Where the construction or installation of any of the above-mentioned utilities or services is required, the owner covenants and agrees to provide, construct and install the above-noted services, to the standards and specifications required by the Municipality under the direction and supervision of the Operations and Facilities Division and to the satisfaction of and at no cost to the Municipality. The Owner guarantees the workmanship and materials for the construction and installation of such external works, services, and facilities and to maintain same free of defects for a period of two (2) years from the date of certification of substantial completion. The Owner covenants and agrees that it will comply and properly repair all defects in such external works, services, or facilities to the complete satisfaction of the Municipality.
- (h) Sediment and Erosion Control

To implement on-site sediment and erosion control measures on the Lands, to monitor the same, and to maintain compliance with said plan to the satisfaction of the Municipality at all times. The Owner further agrees to allow the Municipality, its employees and agents unfettered , access to the Lands at all times to inspect, inlet control devices, site grading, storm water management and water and sewer management facilities.
- (i) Snow Removal

To provide regular removal of snow from the Lands and the parking lots thereon and to ensure that no snow is stockpiled in landscaping areas.
- (j) Environmental Matters

To provide confirmation from a Qualified Person ESA (O.Reg. 153/04) that the Owner has undertaken the recommendations of the Remedial Action Plan and Opinion of Probable Costs originally prepared by MTE Consultants on December 13, 2018. Owner to provide to Municipality a copy of the bond posted by the Owner to Resolute FP Canada Inc. which ensures all environmental work will be completed on the Lands.
- (k) Record Information
 - (i) To file with and provide to the Municipality forthwith upon the removal demolition and/or completion of construction 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 Record Drawings for all such services, works, and facilities as removed or demolished whether internal or external to the Lands;

- (l) Site Grading:
 - (i) To ensure that the state of the property once the demolition is completed is such that it has positive drainage with no standing or ponding runoff water that will impact abutting properties or drain towards Rainy River.
- (m) Works external to the Lands
 - (i) The Owner covenants and agrees to provide, arrange for, demolish, remove, reinstate and pay for the following Works external to the Lands, namely:
 - (A) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, municipal infrastructure, facilities, and otherwise, dug up or damaged during or as a result of the demolition or execution of the Proposed Demolition (if applicable) which may include, but not limited to, any work to the International Bridge; and
 - (ii) To provide, arrange for, demolish and remove at its sole and absolute expense any and all Works shown on or referenced 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 Demolition.
- (n) Blasting

Any blasting conducted in or on the Lands by the Owner must be done in compliance with the provisions of all applicable federal, provincial, and municipal laws, rules, orders and regulations.
- (o) General Provisions
 - (i) To provide, at all times throughout the course of the Demolition, competent on-site supervision;
 - (ii) To erect proper gates, signs, and protections surrounding any demolition or construction activities on the Lands and Works and to maintain the same until final completion of the Demolition;
 - (iii) To verify the location of all existing utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities) before commencing any digging or demolition, whether such utility infrastructure is internal or external to the Lands;
 - (iv) To be solely responsible for all costs and expenses associated with:
 - (A) any damage caused by the Owner to any utility infrastructure;
 - (B) the relocation and/or removal of any and all utilities as may be required during the Demolition; and,
 - (C) The Municipality may, in its sole and absolute discretion require the Owner to relocate any utility infrastructure internal or external to the Lands if reasonably required due to the Work.

Should the owner fail to comply with this clause m(iv) of the Agreement, the Municipality shall without limitation and without prejudice to any and all other remedies that may be available to it, be entitled on 30 days 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 to ensure compliance with this clause (including, without limitation, the right to repair damage to the utility infrastructure or relocate and/or remove utilities)

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) (to a maximum of \$7,500.00) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit subject to paragraph 13 of this Agreement to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn

- (v) 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 demolition, removal or provision of the Works or otherwise required under this Agreement.
- (vi) To comply with all provisions of the Municipality's noise by-law.
- (vii) To provide the opportunity for ongoing and/or final site inspection, monitoring, and testing of the Lands and Works (including, without limitation, prior to and during demolition and material delivery, testing, or compaction) as required by the Municipality, its officers, employees agents, contractors and/or other representatives.
- (viii) To demolish, and remove all Works, whether internal to the Lands or external to the Lands:
 - (A) at its sole and absolute expense;
 - (B) in strict compliance with the Plans and Drawings;
 - (C) to the satisfaction of all authorities having jurisdiction;
 - (D) in accordance with municipal laws;
 - (E) in a good and workmanlike manner;
 - (F) in accordance with the terms of this Agreement.

9. Default

In the event of any Default by the Owner under the Terms of this agreement, the Municipality shall, without limitation and without prejudice to any other remedies that may be available to it, be entitled, on 30 business days 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) if such Default is not cured to 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 remove, demolish and maintain any and all such Works);

at the sole cost and expense of the Owner, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) incurred by the Municipality in doing so, and to draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred subject to and pursuant to section 13 of this Agreement.

10. Accuracy of Plans and Drawings

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 demolition or 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 demolition or 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.

11. Owner unaware of conditions that could interfere with Use of Lands

The Owner acknowledges and confirms that, to the best of its knowledge and belief, there are no conditions known to them relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) that after the remediation of the Lands 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.

PART III

Financial Conditions, Security, and Insurance

12. Processing and Approval Fees

The Owner covenants and agrees to:

- (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all external costs to the Municipality of and/or 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 including, without limitation, all legal/lawyers' fees and disbursements (to a maximum of \$7,500.00), Municipality's engineers/engineering fees and disbursements (if reasonably required by the Municipality), material, HST as applicable, and any other costs and charges in any way related to the Application or this Agreement;
- (b) not be in default of the agreement entered between the Town of Fort Frances and 2670568 Ontario Ltd. with regard to a tax and interest payment plan; and
- (c) pay to the Municipality its demolition permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.

13. Security

- (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to provide to the solicitor for the Municipality signed Acknowledgement and Directions (the "A&Ds") which would permit the Municipality to transfer lands of the Owner (the "Secured Lands") as described in Schedule 5 to this Agreement upon Default by the Owner. The A&D shall be held in escrow by the solicitor for the Municipality (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") in a form attached to this Agreement as Schedule 6.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out the Demolition, any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 business days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 business days shall be deemed sufficient) with a direction to carry out such work, matter, or thing (the "Default"), 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 and without further notice to the Owner instruct the Escrow Agent to register the A&Ds (subject to paragraph 13(e) of this Agreement) and 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 to cure such Default and charge the Owner for the costs incurred by the Municipality plus applicable overhead rates and charges.

- (c) If the Default is such that the Municipality requires a contractor as reasonably required to complete the Work that is the subject matter of the Default then the contractor shall supply a quote (the "Default Quote") which shall also be provided to the Owner. The Municipality may otherwise undertake the corrective measures necessary to cure the Default without authorization from the Owner and at its sole and absolute discretion provided the Municipality has adhered to the notice provisions in clause 13(b) to this Agreement.
- (d) The parties agree that the value of the Secured Lands as of the date of the Default shall be determined by an independent third party appraiser (the "Appraisal") with the cost of the appraiser divided equally between the Owner and the Municipality. The Owner and the Municipality shall jointly select the appraiser.
- (e) The Municipality shall inform the Escrow Agent to register those A&Ds against that part of the Secured Lands to the extent that the Appraisal of the Secured Lands is approximately equal to the Default Quote plus all other costs the Municipality is permitted to recover pursuant to this Agreement (collectively the "Default Cost").
- (f) The Municipality agrees that upon completion of the Works pursuant to this Agreement and Schedule 7 to this Agreement, the Municipality shall instruct the Escrow Agent to return the A&Ds to the Owner.

14. Insurance

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 the Demolition and 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 the completion of the Demolition and all things and matters to be done by or on behalf of the Owner under this Agreement. 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.

PART IV
ADMINISTRATION

15. Notice

If any notice is required to be given by the Municipality to the Owner with respect to this Agreement it shall be in writing and shall be effectively given if (a) delivered personally, (b) sent by prepared courier service or mail, or (c) sent by facsimile transmission, in the case of the Owner, if addressed to it as follows:

[INSERT OWNERS ADDRESS FOR NOTICE HERE]

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

and in the case of notice to the Municipality, if addressed as follows:

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.

And in all cases so delivered personally or by courier, mail or sent by facsimile transmission. Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or sent via facsimile, or on the third day following the sending thereof by courier or by mail. The Owner and the Municipality may change its address for notice by written correspondence sent in accordance with the terms of this clause 15 to the Agreement.

16. Registration of the Agreement

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. Postponement and Subordination

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. Enforcement

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. Other Applicable Laws

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. Interpretation of Agreement and Definitions

- (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 Demolition 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 demolition 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.

21. Assignment or Transfer

Neither this Agreement nor any interest therein nor shall 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.

22. Joint and Several

If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.

23. Indemnification

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 Demolition, or the Owner undertaking the Demolition.

24. Further Documents or Things

The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.

25. Waiver

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.

26. Extension of Time

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.

27. No Challenge to Agreement

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.

28. Freedom of Information Act

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.

29. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Owner and the Municipality with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, if any between the Owner and the Municipality thereto.
- (b) The Demolition is large and multi-faceted. This Agreement may be amended by the Parties from time to time as they may agree should both Parties feel the need so requires.
- (c) If the Owner decides to add any further buildings to the demolition, such as the biomass plant (the "Biomass Plant"), then it shall submit such plans to the Municipality for approval prior to demolition.

30. Governing Law

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

31. Counterpart

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. Successors and Assigns

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

PIN	56018 - 2307	LT	Interest/Estate	Fee Simple
Description	<p>FIRSTLY; PART UNDESIGNATED LANDS MCIRVINE PARTS 11 AND 12, 48R4583, PART OF UNDESIGNATED LAND AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, PART 14, 48R4583, AND PART OF FRONT STREET CLOSED BY BY-LAW NO. 35, REGISTERED AS A57368, PART 15, 48R4583; SUBJECT TO EASEMENT OVER PART 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 AS IN RD9885; SUBJECT TO AN EASEMENT IN FAVOUR OF PART BLK 1 PL SM149 MCIRVINE; PARTS 17, 18 AND 20, PLAN 48R4140 AS IN RD37959; SUBJECT TO AN EASEMENT AS IN RD37960 SECONDLY; BLK 2 PL SM149 MCIRVINE EXCEPT PART 1, 48R982, PART 1, 2 & 3, 48R4138 & PART 1 48R4601; PART LOTS 5 & 6, BLK 8 PL M74 EXCEPT PART 1 48R4601 MCIRVINE; PART FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PART 1, 48R2964; PART UNDESIGNATED LANDS MCIRVINE PARTS 4, 5 & 6, 48R3453; T/W PART 1, RR144 AS IN SLT78451; T/W PARTS 2 & 3, 48R3287 AS IN A57698; S/T A26494, A59117; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PART 3, 48R4138, PARTS 1 & 2, 48R4169 AS IN RD9877; S/T EASEMENT OVER PARTS 4, 5 & 6, 48R4138 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PARTS 5, 7 & 8, 48R4138 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PARTS 1 & 2, 48R4167 IN FAVOUR OF PART BLK 2 PL 149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PART 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PART BLK 1 PL SM149 MCIRVINE PART 19, 48R4140 AND PARTS 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES; TOGETHER WITH AN EASEMENT AS IN RD18132; SUBJECT TO AN EASEMENT OVER PARTS 5,7,8 48R4138 AS IN RD31748; SUBJECT TO AN EASEMENT OVER PARTS 2 & 3 ON 48R4140 IN FAVOUR OF BLOCK 1 PLAN SM149 AS IN RD31749; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE PARTS 1, 2 & 3, 48R3453; PART FRONT ST TOWN PLOT ALBERTON PART 1, 48R2986 CLOSED BY BYLAW 35 REGISTERED AS A57368 AS IN RD37960; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 1, 2 AND 3, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, DESIGNATED AS PARTS 5, 6, 7, 8 AND 9, PLAN 48R4583 AS IN RD37962; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 23 AND 24, PLAN 48R4583 AS IN RD37962; SUBJECT TO AN EASEMENT IN GROSS OVER FIRSTLY; PART FRONT STREET CLOSED BY BY-LAW NO. 54/89, A47536 AND PART OF LOTS J AND K AND PART OF CHURCH ST, FRONT ST AND LOT K, CLOSED BY BY-LAW NO. 59/00 AND 59/00A , A78624, TOWN PLOT OF ALBERTON, PART 28, PLAN 48R4583 AS IN RD37964; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, PARTS 4, 6, 8, AND 10, PLAN 48R4583; AND PART OF FRONT STREET, TOWN PLOT ALBERTON, CLOSED BY BY-LAW A57368, PART 13, PLAN 48R4583 AS IN RD37963; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19,20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOT ALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27, PLAN 48R4583 AS IN RD37963</p>			

PIN	56018 - 2295	LT	Interest/Estate	Fee Simple
Description	<p>LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PART 6 48R1559; LOTS 95-114 TOWN PLOT ALBERTON EXCEPT PART 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PART LOTS I & L TOWN PLOT ALBERTON PART 2 48R832; EXCEPT PART 1 48R3292; PART LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT Z ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PART 1 48R2985 CLOSED BY BYLAW AS IN A47536, FF1568, FF532; PARTS 1-9 48R3451 CLOSED BY BYLAW AS IN A57368; PART FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT IF FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 56.73 FT, THENCE N 63 DEGREES 34' E 66 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 26 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94643, SLT91464, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PART 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PART OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PART 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, PART 31, 48R4583 AND PARTS 11-14, 48R4140; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PART 3, 48R4138, PART 1 & 2, 48R4169 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PARTS 4 & 5, 48R4167 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PARTS 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PART BLK 1 PL SM149 MCIRVINE PART 19, 48R4140 AND PARTS 2, 5, 6 & 8, 48R4168 AS IN RD9886; TOGETHER WITH AN EASEMENT AS IN RD18132; SUBJECT TO AN EASEMENT OVER PART FRONT ST TOWN PLOT ALBERTON, PART BLK X, PART WATER LT Z, PART WATER POWER PCL 3 & PART LOC FD306 BEING PARTS 1,2,3,4 48R4516 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE & PART BLK 2 SM149 MCIRVINE PARTS 1 & 2 48R4138 AS IN RD33040; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PARTS 1, 2 & 3, 48R3453; PART FRONT ST TOWN PLOT ALBERTON PART 1, 48R2986 CLOSED BY BYLAW 35 REGISTERED AS A57368 AS IN RD37960; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 1, 2 AND 3, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; SUBJECT TO AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3, TOWN PLOT OF ALBERTON, DESIGNATED AS PARTS 16, 17, 18 AND 19, PLAN 48R4583 AS IN RD37961; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, DESIGNATED AS PARTS 5, 6, 7, 8 AND 9, PLAN 48R4583 AS IN RD37962; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 23 AND 24, PLAN 48R4583 AS IN RD37962; SUBJECT TO AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 21, AND 22, PLAN 48R4583; AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 23 AND 24, PLAN 48R4583 AS IN RD37962; TOGETHER WITH AN EASEMENT OVER FIRSTLY; PART FRONT STREET CLOSED BY BY-LAW NO. 54/89, A47536 AND PART OF LOTS J AND K AND PART OF CHURCH ST, FRONT ST AND LOT K, CLOSED BY BY-LAW NO. 59/00 AND 59/00A , A78624, TOWN PLOT OF ALBERTON, PART 28, PLAN 48R4583 AS IN RD37964; TOGETHER WITH AN EASEMENT OVER PART PCL I-2 SEC ALBTP; PART OF LOTS J AND K, TOWN PLOT OF ALBERTON, PART 29, PLAN 48R4583 AS IN RD37965; TOGETHER WITH AN EASEMENT OVER PART BLOCK 1 PLAN SM149 MCIRVINE, PARTS 2, 5,6 AND 8, PLAN 48R4168, AND PARTS 36 AND 37, PLAN 48R4583 AS IN RD37957; TOGETHER WITH AN EASEMENT OVER PART BLOCK 1 PLAN SM149 MCIRVINE, PARTS 33 AND 36 ON PLAN 48R4583 AS IN RD37958; TOGETHER WITH AN EASEMENT OVER PART PCL 25754 SEC RAINY RIVER; PART UNDESIGNATED LANDS MCIRVINE, PARTS 4, 6, 8, AND 10, PLAN 48R4583; AND PART OF FRONT STREET, TOWN PLOT ALBERTON, CLOSED BY BY-LAW A57368, PART 13, PLAN 48R4583 AS IN RD37963; TOGETHER WITH AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19,20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOTALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27,PLAN 48R4583 AS IN RD37963; SUBJECT TO AN EASEMENT OVER PART OF WATER POWER PARCEL NO.3 AND PART OF BLOCK X, TOWN PLOT OF ALBERTON, PARTS 17, 19,20, 21, 23, AND 32, PLAN 48R4583; PART OF FRONT STREET, TOWN PLOTALBERTON AS CLOSED BY BY-LAW A57368, PARTS 25, 26 AND 27,PLAN 48R4583 AS IN RD37963; SUBJECT TO AN EASEMENT OVER PART 30, PLAN 48R4583 AS IN RD37966; TOWN OF FORT FRANCES</p>			

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 _____, 2021.

Solicitor for the Owner

Schedule 3

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 (with items 1(b) and 1(d) to maximum of \$7,500.00;
 - (e) Municipality engineer / engineering fees and disbursements (if applicable and only if reasonably required by municipality);
 - (f) All Land title fees and charges;
 - (g) Any other costs or charges in any way related to the application, the demolition, or this agreement; and
 - (h) HST and any other taxes applicable on or to any of the above.

Schedule 4
Plans and Drawings

Demolition Methodology – Phase 1
Demolition Methodology – Phase 2
Demolition Methodology – Phase 3
Fire Safety Plan
Storm water Management Plan – Interim Phase
Dust Control Plan - Fort Frances Paper Mill
TCP and Methodology - Removal of Conveyor- Fort Frances Paper Mill
Waste Reduction Work Plan
Waste Audit
Schedule- Demolition of Fort Frances Paper Mill
Emergency Response Plan
General Site Plan
Biomass Plant plans (if applicable)
Abatement of Mercury and PCB Ballast Plan
Specific engineered Plans – Kraft pull down, border gallery removal

**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
Secured Lands

1	2.7.02700	227 Church St- Commercial Land	56018-2016
2	2.7.02400	221 Church St- Commercial Land	56018-2016
3	2.7.13900	504 Central Ave- Parking Lot West of the Ground Up Cafe	56018-1219
4	2.7.09900	303 Portage Ave- Commercial Land	56018-2015
5	2.7.06400	124 Scott St- Parking Lot East of the Ground Up Café	56018-1217
6	2.7.02200	215 Church St- Commercial Land	56018-0111
7	2.7.08900	127 First St E- Parking lot	56018-1211

**Schedule 6
Escrow Agreement**

ESCROW AGREEMENT

MEMORANDUM OF AGREEMENT made this day of , 2021.

B E T W E E N:

2670568 ONTARIO LIMITED
(the "Owner")

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(“Municipality”)

- and -

CLARE ALLAN BRUNETTA LAW OFFICE
(the "Escrow Agent")

WHEREAS the Owner and Municipality have entered into a Site Plan Control Agreement (the "Agreement") for the demolition of certain buildings on Lands as specified in the Agreement;

AND WHEREAS the Owner pledged the Secured Lands to the Municipality as Security to fulfill the Owner's obligations contained in the Agreement;

AND WHEREAS if the Owner is in Default of the Agreement then the Municipality may take title to some or all of the Secured Lands to compensate the Municipality for the costs incurred for the Owner's breach of the Agreement and/or the Municipality's costs to remedy the Default;

AND WHEREAS the Owner and Municipality have agreed to deposit with the Escrow Agent all of the signed Acknowledgement and Directions for the transfer of the Secured Lands from the Owner to the Municipality (the "A&Ds");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the respective covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties covenant and agree with the others as follows:

1. All capitalized terms not defined by this escrow agreement (the "Escrow Agreement") shall be defined by the Agreement. The parties agree that the recitals are true and shall form part of this Escrow Agreement.
2. The Owner and Municipality hereby appoints Clare Allan Brunetta Law Office, and Clare Allan Brunetta Law Office agrees to act as the Escrow Agent for the A&Ds in accordance with the terms and conditions of the Agreement and this Escrow Agreement.
3. Subject as hereinafter provided, the A&Ds shall be held and retained by the Escrow Agent hereunder as general and continuing collateral security and as a pledge and charge to secure performance of the obligations of the Owner pursuant to the Agreement. Unless and until Default, as defined by the Agreement, the A&Ds and the Secured Lands shall not be registered, transferred, assigned, hypothecated or otherwise alienated by the Escrow Agent, Owner or Municipality without the prior written consent of the Owner and Municipality.
4. The A&Ds shall remain the property of Owner unless and until Default or pursuant to the terms of this Escrow Agreement.

5. The Owner shall be entitled to exercise all rights and retain all benefits with respect of the Secured Lands, except as specifically set out in paragraph 3 of this Escrow Agreement, and pay all costs of the Secured Lands unless and until the Escrow Agent shall be required pursuant to Clause 6 hereof to register the A&Ds thereby transferring some or all of the Secured Lands to the Municipality.
6. If a Default has occurred pursuant to the Agreement, and not cured within the time period as specified in the Agreement upon written notice to the Owner, then pursuant to the Agreement the Escrow Agent shall be permitted to register such A&Ds for those part (or all) of the Secured Lands whose value are approximately equal to the Default Cost pursuant to paragraph 13(c), (d) and (e) of the Agreement. Upon registration of the A&Ds the Municipality shall be the absolute owner of those Secured Lands that were registered in the Municipality's name in full satisfaction of the Default Cost. All costs of the registration of the A&Ds shall be paid by the Municipality. The Municipality shall then invoice the Owner and the Owner shall reimburse the Municipality for the cost of the same.
7. The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt, statutory declaration or other paper or document furnished to it, and signed by the Municipality and Owner (or officers and directors thereof) and only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.
8. Pursuant to Schedule 7 of the Agreement the Municipality shall provide written direction to the Escrow Agent to deliver the A&Ds to the Owner without any further cost or consideration upon completion of the Works.
9. Except for its acts of negligence or misconduct, the Escrow Agent shall not be liable for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law.
10. The Escrow Agent shall have no active duties except those which are expressly set forth herein, and it shall not be bound by any notices of claim or demand with respect thereof, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the Owner and Municipality and, if its duties are affected, unless it shall have given his prior written consents thereto.
11. Any notices or other communications required or permitted hereunto shall be sufficiently given if sent by registered mail, postage prepaid, addressed:

To the Owner:

To Purchaser: The Corporation of the Town of Fort Frances 320
 Portage Avenue
 Fort Frances,
 Ontario P9A 3P9
 Attention: Clerk
 Facsimile: 807.274.8479

To Escrow Agent: 420 Victoria Avenue Box 656
 Fort Frances, Ontario
 P9A 3M9

or in any case, to such other address as shall be furnished hereunder in writing by any such party to all of the other parties. Such notices or other communications so given shall be deemed to have been given on the 4th day after the date of mailing.

12. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.


SIGNED, SEALED AND DELIVERED)	
In the presence of:	)	2670568 Ontario Limited
	)	Per:
)	
)	_____
	)	Justus Veldman, President
	)	I have authority to bind the Corporation.
)	
	)	The Corporation of the Town of Fort Frances
)	
	)	Per: _____
	)	J. Caul, Mayor:
)	
)	
	)	Per: _____
	)	E. Slomke, Town Clerk
)	
	)	We have authority to bind the corporation.
)	
)	
	)	Clare Allan Brunetta Law Office
)	
	)	Per: _____
)	
)	
)	

Schedule 7

Application for Return of Security

1. Prior to the reduction or release of any portion of the Security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) satisfactory evidence of no construction liens filed;
 - (d) workplace safety certificate;
 - (e) statutory declaration as to accounts;
 - (f) composite utility plan;
 - (g) confirmation from a Qualified Person ESA (O.reg. 153/04) that the Owner has undertaken the recommendations of the Remedial Action Plan and Opinion of Probably Costs originally prepared by MTE Consultants on December 13, 2018 as per clause 8(j) of the Agreement;
 - (h) Proof of removal of all scrap material from the Lands to the satisfaction; and,
2. Upon the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and:
 - (a) 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,
 - (b) Confirmation by the Municipality that the Lands and Works are reasonably free and clear of all debris to the satisfaction of the Municipality

the Municipality agrees to immediately instruct the Escrow Agent to return the A&Ds to the Owner.
3. The Municipality shall not be required under any circumstances to refund or return any of the Secured Lands 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 reasonable 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.

	Canadian National Demolition	Rev: 0	Page: 1
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	

This emergency response plan was made to meet the standards set in the;

- a) Ontario Occupational Health and Safety Act and Regulations for Construction 213/91
- b) Asbestos on Construction Projects and in Buildings 278/05
- c) Canadian National Demolition EHS Policies and Procedures
- d) Fort Francis Fire and Rescue Service, and
- e) Any other safety practices required for the site.

This project will rely on local emergency response resources unless otherwise specified. The project Superintendent, Canadian National Demolition management while in consultation with the Fort Francis Fire and Rescue Service


- a) Assess the potential for emergency situations associated with project activities on site
- b) Act to prevent emergencies and their associated impacts and
- c) Mitigate impact associated with accidents

An important element of emergency preparedness consists of ensuring immediate access to first aid and fire extinguishers at all times. Canadian National Demolition site supervision will be accountable to ensure that access to emergency equipment is available to specific worksite locations within the project locations

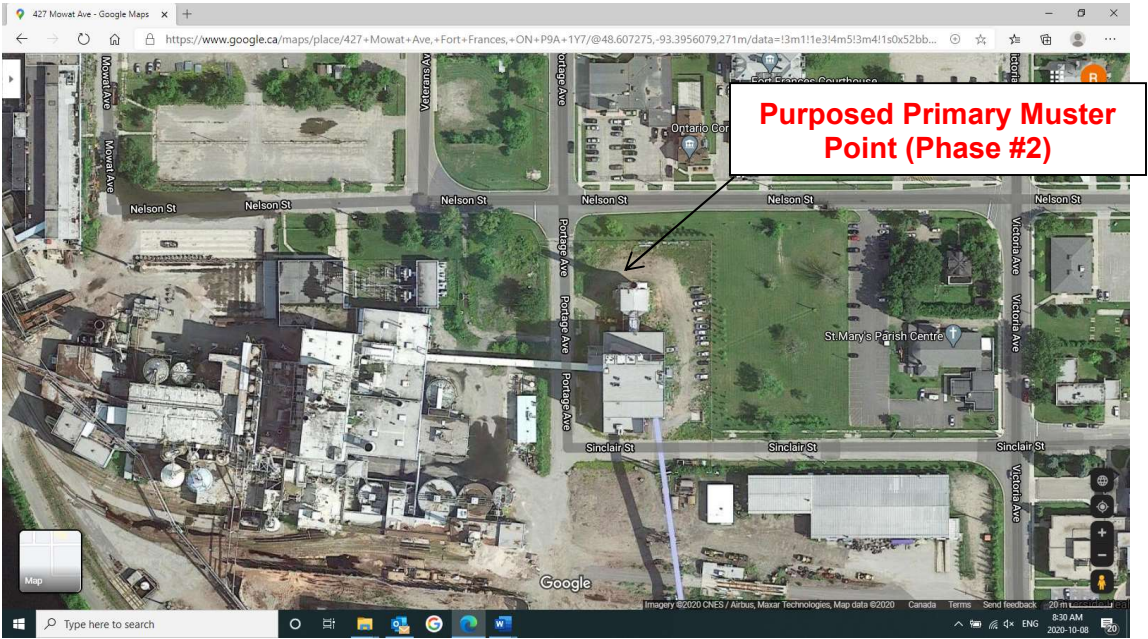
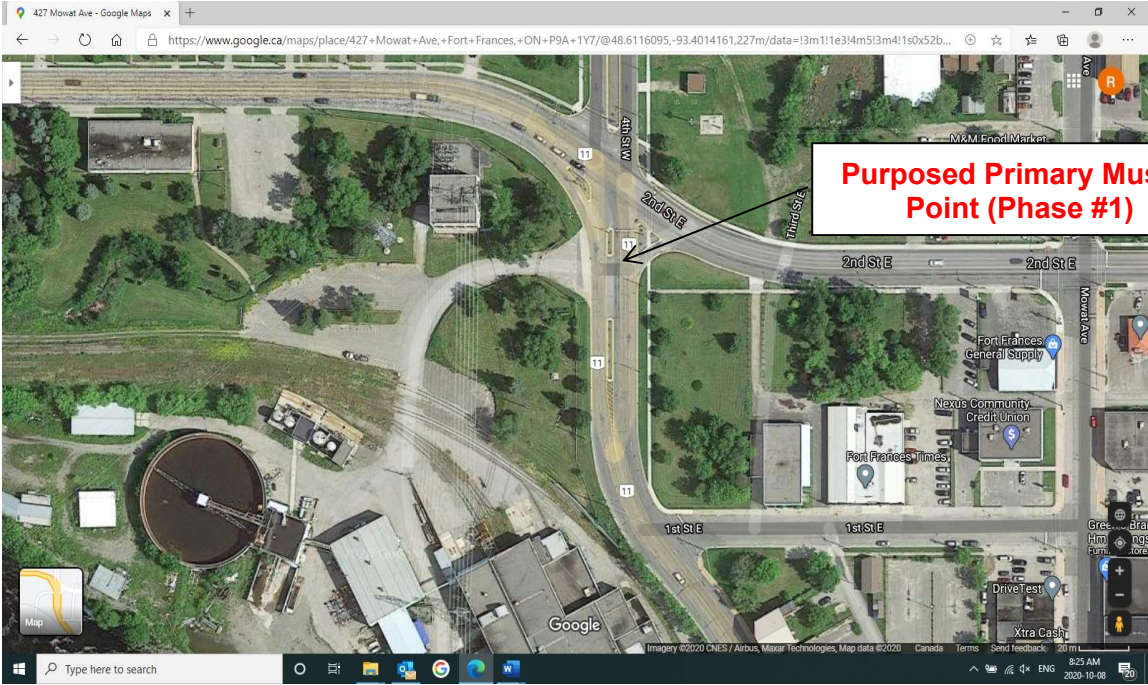
Muster points at this project will be communicated to all project personnel during the initial orientation. Additional emergency response information will be posted on the site communication boards and all people coming to site will be made aware of this information during the initial orientation


Any incident, close call or safety issue has to be reported immediately to;

- a) Your immediate supervisor, client, trade contractor (if applicable)
- b) The Senior EHS Coordinator to address the proper course of action
- c) The EHS Team will advise the Canadian National Demolition Senior Management Team

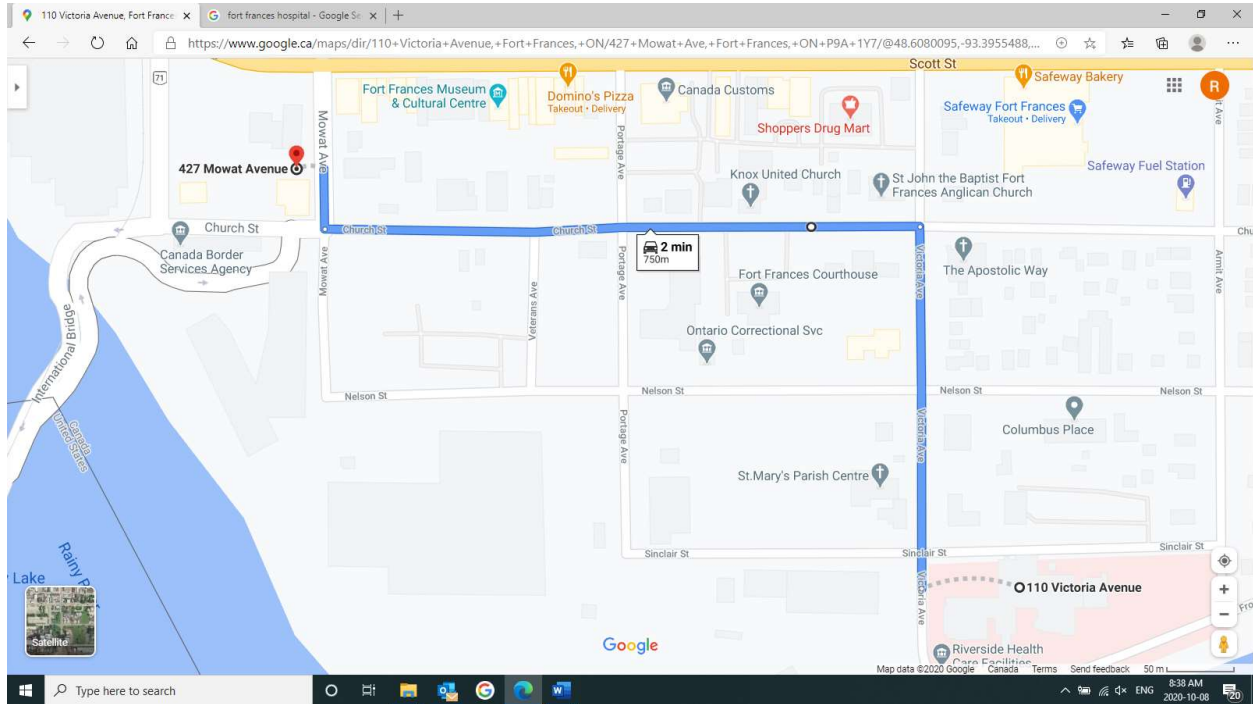
	Canadian National Demolition	Rev: 0	Page: 2
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	

The Site Muster point will be across the parking lot outside of the site entrance/exit doors



	Canadian National Demolition	Rev: 0	Page: 3
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	


The local hospital is the Riverside Health Care, 110 Victoria Ave, Fort Francis Ontario P9A2B7.



In the event of an injured worker

1. Use the air horn (**2 short blasts**), and radio communication to notify the site supervisor about the injured person on site.
2. If the worker is not able to move himself, they should radio the supervisor:
3. Supervisor to assess the situation and activate Fort Francis Fire and Rescue Service if required by calling 911
4. The site supervisor will make sure first aid is provided immediately by a qualified first aid responder. All supervisors, foreman, EHS Team Members and lead hands will have access to a first aid kit either located in their company vehicle or at the site-specific location as well as a fire extinguisher.
Note: First aid includes but is not limited to: cleaning minor cuts, scrapes or scratches, treating a minor burn, applying bandages & dressings, cold compress, cold pack, ice bag, splint, changing a bandage or a dressing after a follow-up observation visit, and any follow-up for observations purposes.
5. Stabilize/secure the scene. (if applicable)
6. Ensure to eliminate any hazards to avoid further injuries, property damages, etc.
7. Site supervisor to seek immediate medical attention for the injured worker or call 911 (ambulance) as required.

Note: This will include providing immediate transportation to the hospital (Riverside Health Care at 110 Victoria Ave Fort Francis.), a doctor's office, as necessary: preferred transportation to the hospital shall be ambulance; depending on the work location, the supervisor may provide transportation in a company vehicle. If required, site supervisor may choose to send a company employee to attend with the worker to the hospital or doctor's office.

	Canadian National Demolition	Rev: 0	Page: 4
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	


8. The supervisor will assign one worker at each gate entrance (Phase 1 or Phase 2) to facilitate emergency services.
9. The supervisor will attend and escort EMS to the incident location
10. Site supervisor to notify EHS Specialist & Project Manager immediately.
11. Make sure there is a record of the first aid treatment / advice given to the injured worker: incident report / first aid log entry, as applicable.
12. The site supervisor will ensure that the injured worker is provided with a Functional Abilities Form (FAF) which is included in the envelope entitled "Injured Employee".
13. The injured worker or the company employee must return the completed FAF or Form 8 to the site supervisor on the same day of the injury, if possible or the next scheduled shift.
14. The site supervisor with the assistance of the EHS Team will thoroughly investigate the incident, complete the Incident Report, acquire all witness and worker statements, and **hand it to** or **faxed it to** the EHS Specialist at **289-775-3083**.

In the event of an Emergency:

1. Do not waste time.
2. Report the emergency to the site supervisor immediately.
3. Use the air horn and radio communication to make all workers aware of the emergency:
 - a. **1 long blast:** everyone to evacuate and meet at the Muster Point.
 - b. **2 short blasts:** Stop all work, shut down equipment and wait for further instructions via 2-way radio.

Muster Point – TBD by Supervisor (or the General Contractor) after assessing site (Physically shown to workers by Supervisor or General Contractor during the site orientation)
4. Shut down all equipment.
5. Leave personal belongings behind.
6. As you are required to exit the job site premises, leave all trailer and site office doors unlocked (if applicable).
7. Stay calm.
8. Walk, do not run.
9. If it is possible and safe to do so, assist others on your way out.
10. Notify others on the job site if they are not aware of the emergency.
11. If you are ill / injured / not feeling well, please notify the site supervisor.
12. All workers to gather at the **Muster Point**.

Note: The **Muster Point** is subject to change depending on the type and location of the emergency and will be communicated to all site workers as necessary.
13. If you need to leave the **Muster Point**, please notify the site supervisor to gain approval.
14. Based on the emergency conditions or situation, the site supervisor can send workers home.
15. If employee vehicles cannot be accessed to leave the job site, the site supervisor will call taxis for the workers to leave by, and/or arrange rides home (car-pooling).
16. The Site supervisor is to notify the EHS Specialist (rick@cndsolutions.ca), the on-site EHS Coordinator & Project Manager of any emergency, providing as much detail as possible.
17. The Site supervisor to complete a thorough incident investigation and to send (via email) or fax it to the EHS Specialist.

	Canadian National Demolition	Rev: 0	Page: 5
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	

Duties of the Job Site Supervisor in case of an Emergency:

1. Keep the job site Emergency Evacuation Response Plan current with changing conditions.
2. Determine and communicate to the workers on site, the location of the **Muster Point**.
3. Identify and communicate to the workers the safe emergency evacuation routes.
4. Designate suitable locations for an air horn & update all workers of its location.
5. Make sure that workers follow all emergency steps/procedures established for the job site in the Emergency Response Plan.
6. Make workers aware of the proper use of the air horn, and to let them know what the blasts mean.
7. Have fire extinguishers readily available and placed at key locations throughout the job site, and ensure personnel know of their locations.
8. Take control of any emergency situation.
9. Keep workers together at the **Muster Point** or in an alternate safe location.
10. Perform a head count and make sure all employees, visitors, and trade contractors, have been evacuated safely.
11. Ensure first aid and/or medical attention has been provided to any injured persons.
12. Report to EHS Specialist & Project Manager any safety issues regarding the emergency immediately.
13. Contact Fort Francis Fire Rescue Service by calling 911 when applicable and let them take control of the emergency, otherwise
14. Appoint workers to manage entrances, driveways, etc., (i.e., stop people from entering the job site premises during an emergency/evacuation).
15. Ensure that the job site perimeter is secured.
16. Perform, document, and evaluate all recommendations for improvement regarding emergency drills per client's EHS Policies and Procedures or per Canadian National Demolition Policies and Procedures.
17. Complete a thorough incident investigation report on any type of incident that happens on the job site.

Workplace Violence and Harassment


Workplace Harassment means: Engaging in the course of vexatious comment or conduct against an individual in a workplace that is known or ought reasonably to be known to be unwelcome.

If you feel Harassed, take action.

1. Inform the instigator that you are feeling harassed and that he or she should refrain from such action.
2. If the incident escalates or continues, report the incident immediately to your Supervisor / Manager / Senior Management / EHS Specialist / Project Manager.

Workplace Violence means:

1. The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
2. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to a worker.
3. A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
4. If you feel at risk of violence or harassment, the following steps should be followed:

	Canadian National Demolition	Rev: 0	Page: 6
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	

- a. If you feel in danger or violence, take action.
- b. Alert other workplace parties using the office phones or your voice whenever you feel at risk.
- c. Call discreetly from a remote and safe location; give a detailed description of the incident if appropriate.
- d. Ensure that the incident is reported to your Supervisor / Manager / Senior Management / EHS Specialist or EHS Coordinator for appropriate actions to be taken.

Note: Retaliation against persons who bring a complaint of actual or perceived violence or complaint of harassment that is intentionally fraudulent or malicious is strictly prohibited and will be dealt with through our progressive discipline program.


In case of Power Failure

Power failure results in insufficient or no lighting. Adverse weather conditions could cause utility damage.

1. Emergency lights may activate at the exits, as applicable.
2. Determine there are no other hazards rather than the power failure (i.e. housekeeping issues, all emergency exit pathways must be clear of obstruction at all times).
3. Stay Calm.
4. If you do not have a flashlight or your battery and your spare battery is out. Remain in the work area until advised of actions to be taken by the site supervisor (if safe to do so).
5. Workers to shut down equipment and powered tools.
6. If safe to do so, workers to evacuate work area towards the **Muster Point**. Walk gingerly and take your time.
7. Site supervisor to perform a head count and make sure all employees, visitors, sub-contractors, etc., have been evacuated safely.
8. Site supervisor to provide first aid if a worker is injured while in the evacuation process.
9. Site supervisor to contact the appropriate utility to notify of power failure and contact an electrical technician for assistance (as applicable).
10. Site supervisor to report the incident to the EHS Specialist (rick@cndservice.ca) & Project Manager immediately.

In case of fire:

1. Canadian National Demolition utilizes ABC fire extinguishers on site.
2. The fire extinguishers are placed throughout the job site in key locations as identified in the emergency site plan.
3. The person who first identifies or sees the fire will quickly assess if the fire can be extinguished using a fire extinguisher.
4. Extinguish fire, only if it is safe to do so.
5. Remove the source of combustible material if possible and safe to do so.
6. Fight back the small fire with fire extinguishers by controlling the source of combustible material.
7. If fire extinguishers are used, proceed with the **PASS** method:
 - P** = Pull the pin to allow the operator to discharge the extinguisher.
 - A** = Aim the hose at the base of the fire to hit the fuel.

	Canadian National Demolition	Rev: 0	Page: 7
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	

S = Squeeze the handle or lever to release the extinguishing agent.

S = Sweep from side to side until the fire is completely out and under control.


8. If the fire cannot be controlled, use the air horn (2 short blasts) to notify workers to evacuate towards the **Muster Point**.
9. At the **Muster Point**, the site supervisor will conduct the head count to ensure all workers have evacuated safely.
10. Site supervisor to call 911.
11. Site supervisor to report the fire to the EHS Specialist (rick@cndsolutions.ca) & Project Manager.
12. If someone is missing site supervisor will notify the site emergency team or the authorities as applicable.
13. A qualified first aid responder will assist injured workers as required.
14. The site supervisor will verify with the Fire Marshal after the fire has been controlled, if it is safe to return to the work area; otherwise, workers will be dismissed home until further notice.

If any worker is unable to evacuate the work area due to smoke and/or fire:

1. Remain calm and go into an enclosed area.
2. Close any doors or internal windows, if any.
3. Place wet rags, clothes, paper towels or duct tape around the doorways, and seal vents or air ducts the same way.
4. If a phone is available on the worker or in the work area call 911 and tells them where you are.
5. If possible, put a sign in an exterior window to show them where you are.
6. Keep low to the floor where the air is cleaner.
7. Wait for instructions or help.

Natural gas leaks:

1. Notify the site supervisor immediately and detail the status of the leak.
2. Shut down open flame equipment or put away sources from the leak, if safe to do so.
3. Do not touch any electrical switches or panels.
4. Use the air horn (**1 long blast**) to warn the workers.
5. Evacuate the hazard zone and proceed to the **Muster Point**.
6. At the **Muster Point**, the site supervisor will conduct the headcount to ensure all workers have evacuated safely.
7. Site supervisor to ensure first aid or medical attention is provided (as required).
8. Contact the gas utility and identify the nature of the circumstances.
9. Arrange shut down of the gas service feed if recommended by the utility company and follow their recommendations.
10. Do not allow workers to re-enter the building until given clearance by the utility company.
11. Site supervisor to initiate and / or participate in the investigation of the incident and provide information to the EHS Specialist (rick@cndsolutions.ca) & Project Manager as needed.

	Canadian National Demolition	Rev: 0	Page: 8
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	


In the event of a flood:

1. A worker who first notices the flooding will notify the site supervisor.
2. The site supervisor will assess the situation and determine if it is necessary to evacuate.
3. If evacuation is the appropriate course of action, the site supervisor will initiate the emergency evacuation of all workers towards the **Muster Point**.
4. The site supervisor will contact the appropriate workers to help control the flooding.
5. At the **Muster Point**, the site supervisor will complete the headcount to ensure all Canadian National Demolition workers, trade contractors and visitors have evacuated safely.
6. Workers are not to re-enter the work area without confirmation from the site supervisor.
7. Site supervisor to verify with authorities, after the situation has been controlled, if it is safe to return to work; otherwise workers will be dismissed home until further notice.
8. If employee vehicles cannot be accessed to leave the job site, the site supervisor will call taxis for the workers to go, and / or arrange rides home (carpooling).

Theft / Vandalism:

If you observe or are notified of persons attempting forced entry of a building, committing vandalism, hiding in bushes, behind trees, against walls, or anything that is not appropriate, follow these steps:

1. The worker who first discovers a forced entry does not enter the work area.
2. Worker to call the Police discreetly from a remote and safe location, give a detailed description of the observations.
3. Worker to remain in a safe location (away from the work area), prevent as possible other workers from entering the job site, and direct other workers to a safe location away from the work area.
4. Worker to be observant at all times (take notes).
5. Worker to contact the site supervisor and provide details of his / her findings and whereabouts.
6. No one is to disturb any areas which may have been points of entry or may provide clues such as footprints, hairs or threads caught on shrubbery, patterns of broken glass, tool marks or possible fingerprints.
7. No one is to attempt to enter the work area or confront anyone leaving the building.
8. Worker to inform arriving police officers of details known to this point.
9. Site supervisor to ensure the safety of the workers at all times.
10. Site supervisor to assess and estimate the amount of materials / tools stolen or the damages caused to property during breaking in, as applicable.
11. Site supervisor to verify with police the safety to return the work area, otherwise workers can be sent home, until further notice.

	Canadian National Demolition	Rev: 0	Page: 9
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	

Natural Disasters:


In the event of any natural disaster such as tornadoes, hurricanes, severe storms or earthquakes, follow these steps:

Site supervisor to:

1. Obtain emergency information to determine the safest course of action, set up a command post.
2. Assign a worker to monitor the national weather station, report status and any safety precautions provided.
3. Advise all employees of the approaching natural disaster (time permitting) and ensure everyone remains at a safe location.
4. When evacuating workers must:
 - a. Remain calm.
 - b. Go to a structural wall or area away from windows and stay as close to the floor as possible.
 - c. Remain in the safe area until the natural disaster has passed and clearance has been given by the site supervisor.
 - d. Do not leave the safe area.
 - e. Wait for instructions.

Passing of natural disaster:

1. Obtain verification from the national weather station (done by listening to the weather reports) that the natural disaster has passed.
2. Inform all workers that the natural disaster has passed.
3. If the natural disaster did not affect the work area, site supervisor to advise all workers to return to work.
4. If the natural disaster did affect the work area, site supervisor to:
 - a. Initiate evacuation and instruct workers to report to the **Muster Point**, reminding them to stay clear of trees, power lines and damaged building/structures.
 - b. At the **Muster Point** site supervisor will complete the head count, and assess whether workers have been injured/trapped, as well as damage to the work area (only if safe to do so).
 - c. If workers are trapped, site supervisor to get assistance from Fort Francis Fire and Rescue Services, and let them take control of the emergency, otherwise
 - d. Site supervisor to call 911.
 - e. After rescue site supervisor to ensure that workers receive first aid from a qualified responder or to seek medical attention, as required.
5. If the natural disaster caused damage to the job site (i.e., equipment, property, strewn materials), workers are not to re-enter work area until clearance is given by the authorities.
6. Site supervisor to notify the Senior EHS Coordinator (rick@cndsolutions.ca) & Project Manager, and complete a thorough incident investigation report.

	Canadian National Demolition	Rev: 0	Page: 10
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Emergency Response Plan	Approved by:	Date: October 2020	

Hazardous material:

In the event of any potential encounter with unknown substances/chemicals, follow these steps:

1. Do not approach area, barricade area and report to supervisor through radio
2. The site supervisor to work with SDS files to determine source material and best course of action
3. Have appropriate PPE readily available
4. Be on standby to carry out task outlined by Canadian National Demolition project management



Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

INTRODUCTION

The Ontario Fire Code, Section 2.8 requires the establishment and implementation of a Fire Safety Plan for this project regulated by the Ontario Fire Code Part 8, Subsection 8.1.2

Building services	8.1.2.1 (1) (3)
Fire watch	8.1.2.2 (1)-(7) / 2.8 & 2.8.2.1 (4)-(5)
Storage of combustibles	8.1.2.3 (1) (2)
Burning of rubbish	8.1.2.4 / 2.4.4.4
Hot work equipment	8.1.2.5 / 5.11
Standpipe system	8.1.2.6 (1)-(5)
Access for fire fighting	8.1.2.7 (1)-(4)
Portable fire extinguishers	8.1.2.8 (1)-(4) / 6.2 & 6.2.5 & 6.2.6
Smoking prohibited	8.1.2.9 / 2.4.3
Ignition sources	8.1.2.10 (1)-(2) / reference to OBC
Temporary enclosures	8.1.2.11
Provisions for egress	8.1.2.12
Fire warning	8.1.2.13

This fire safety plan is designed to provide workers safety in the event of a fire, to provide effective utilization of the fire safety features of the building and to minimize the possibility of fires. The plan discusses what workers are to do in the event of a fire, fire safety, supervisors and related duties, and other related duties

In order for this plan to be effective all site personnel would be made to know the plan and be able to implement it in the event of a fire.

The Fire Protection and Prevention Act 1997 states that “an individual convicted of refusing or neglecting to obey or carry out the directives of the Fire Marshal, an assistant Fire Marshal or a Fire Chief given under the authority of this act is liable to fine of not more than \$50,000 or imprisonment for a term of not more than one year or both. A corporation convicted of an offence is liable to a fine of not more than \$100,000.



Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

A director or officer of a corporation who knows that the corporation is violating or has violated a provision of the Fire Code is guilty of an offence and on conviction is liable to a fine of not more than \$50,000 or to imprisonment for a term of not more than one year or to both

The Fort Francis Fire and Rescue Service will be made aware of and approve any changes to this Fire Safety Plan. As well, to ensure the site complies with the fire safety regulations, The Fort Francis Rescue Service will need to tour and inspect the site before work commences as well as periodically during the demolition

DESCRIPTION OF FIELD WORK TO BE PERFORMED BY CANADIAN NATIONAL DEMOLITION

The work includes demolition of various buildings at the Fort Francis Paper Mill located at 427 Mowat Avenue, Fort Francis Ontario

EMERGENCY PROCEDURES

The actions to be taken by workers and visitors to the site in emergency situations will be review during a site orientation process along with occasional review during safety meetings etc.

INSTRUCTIONS TO WORKERS ON FIRE PROCEDURES

- Stop work immediately
- Leave the fire area
- Close all doors behind them
- Use exit stairwells to leave the building immediately
- Notify the supervisor of the fire immediately
- Telephone the Fire Department Dial 911 (Never assume that this has been done)
- Know and give correct address and location of the fire in the building (Floor level etc.)
- DO NOT USE ELEVATORS
- Do not return until it has been declared safe to do so by Fire Officials

IF WORKERS CANNOT LEAVE THEIR WORKAREAS OR HAVE RETURNED TO IT DUE TO FIRE AND HEAVY SMOKE. WORKERS SHOULD REMIAN IN THEIR WORKAREA AND:

- Close the door
- Unlock the door for possible entry of firefighters
- Dial 911 and tell the fire department, where they are, then signal to the fire fighters by waving a sheet at or out the window



Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

- Seal all crack where smoke can get in by using wet towels or sheets. A roll of duct tape is also useful if available
- Crouch low to the floor if smoke enters the room
- Move to a balcony or the most protected room and partially open the window for air (Close the window if smoke comes in)
- Wait to be rescued. Remain calm. Do not panic or jump

Workers should listen for instructions or information which may be given by an authorised person over a loud speaker

RESPONSIBILITY OF THE SUPERVISOR

The effectiveness of the fire safety plan depends largely on the ability, energy and experience of the site supervisor. The supervisors should be given clearly defined authority, so that the building and the workers may be safeguarded against fire. Supervisors should be instructed in the fire emergency procedures as described in the Fire Emergency Plan before they are given any responsibility for fire safety

THE SUPERVISOR SHOULD:

- Be in complete charge of the approved Fire Safety Plan and the specific responsibilities of the personnel
- Designate and train sufficient assistants to act in the position, during any absence from the building
- Educate and train all workers in the use of the existing fire safety equipment and in the actions to be taken under the approved Fire Safety Plan
- Survey the building to determine the number of exits available from each floor or area
- Notify the Fort Francis Fire Department as often as necessary of any changes of persons requiring assistance and their locations

IN THE EVENT OF A FIRE:

- Notify the Fire Department of the emergency condition
- Supervise the evacuation of the workers. Emergency voice communication systems should be used where available
- Upon arrival of fire fighters, inform the fire officer regarding the condition of the building and co-ordinate the efforts of the supervisors with those of the fire department
- Provide access and vital information to fire fighters (e.g. Keys, Service Rooms, elevators etc.)



Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

IN GENERAL:

- Do not permit any materials to accumulate in any part of a stairway, fire escape or other means of egress or elevator and ventilation shafts
- Do not permit combustible materials to accumulate in quantities or locations which will constitute a fire hazard
- Promptly remove all combustible waste from areas where waste is placed for disposal
- Keep access roadways, fire routes and fire department connections clear and accessible for Fire Department use
- Have a copy and know the requirements of the Ontario Fire Code
- Distribute fire safety procedures to the workers

FIRE SAFETY CHECKLIST:

Canadian National Demolition will assign a person and a back-up to:

- Sound the alarm if there is a fire via 2-way radio or other audible means etc.
- Notify the Fort Francis Fire Rescue Service by calling 911
- Meet with Fort Francis Fire Rescue Service at designated muster (Assembly) points
- Post street address and designated muster (assembly) points of the mill so to expedite any 911 calls
- Develop evacuation procedures to follow when an alarm is sounded
- Train personnel on evacuation procedures
- Maintain a list of onsite personnel on a daily basis
- Identify a designated meeting place (Muster Points) on the demolition site for all personnel
- Inspect the site regularly to ensure exit routes, fire and rescue service fire apparatus routes are clearly identified, and accessible
- Regularly remove combustibles from site
 - Combustible Materials
 - Maintain a clean site at all times-remove waste material on a regular basis
 - Use non-combustible blankets, drapes or screens to protect surfaces that are ignitable and cannot be removed
 - Have designated smoking areas, as well as non-combustible containers for smoking materials

ONSITE LIGHTING:



Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

Canadian National Demolition will establish on site lighting to ensure areas are illuminated during non-daylight hours

PORTABLE EXTINGUISHER INSTRUCTION

Portable extinguishers can be a lifesaving tool and prevent the spread of fire, saving lives and property. It is important to know the proper type of extinguisher to use and how to use it in case of emergency

THERE ARE FOUR CLASSES OF FIRE:

- A – Ordinary combustibles (Wood, paper, Plastics etc.)
- B – Combustible liquids (Oils, Gas Cooking Oils etc.)
- C – Electrical (Energized equipment, appliances, wiring etc.)
- D – Combustible Metals (Aluminium, Magnesium, zinc etc.)

It is extremely important to choose the proper rated fire extinguisher for the class of fire that is burning

BASIC OPERATION

- P – PULL the safety pin (usually a twist-pull action)
- A – AIM the nozzle, horn or hose at the base of the fire
- S – SQUEEZE the trigger handle
- S – SWEEP from side to side (watch and ensure that the fire will not re-ignite)

When the fire has been extinguished, back away from the area carefully. Always watch the fire in case it re-ignites. Never turn your back to the fire area. Call the fire department to have them check where the fire was burning to ensure the fire is totally extinguished.

NEVER re-hang an extinguisher once it has been discharged (even if it was for only a few seconds) have it recharged by a service company. Replace the portable extinguisher with a spare one of the same rating, or post a notice at the portable extinguisher location indicating the location of the next closest portable extinguisher.

ALWAYS KEEP AN EXIT AT YOUR BACK DO NOT GET TRAPPED. Only person who have been properly trained and feel confident in the use of an extinguisher should contemplate their use. Improper use of a portable extinguisher lead to severe injury or death

FIRE EXTINGUISHMENT AND CONFINEMENT



Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

Confining a fire in an enclosed space can keep the fire, smoke and fumes from entering into a means of exit. In many cases, this can be accomplished if one remembers to close the door when exiting a fire location. Fire Extinguishment is the responsibility of the fire department. Only after ensuring that the fire department is notified by calling 911, should an attempt be made to extinguish a small fire

If a small fire cannot be extinguished with the use of a portable extinguisher or a fixed extinguishing system, or the smoke present a hazard to the operator, then the door to the area should be closed to confine and contain the fire. Leave the fire area, ensure the fire department has been notified and wait in a safe area for the fire department.

CHECK, TEST, INSPECT REQUIREMENTS OF THE ONTARIO FIRE CODE

CHECK – Means visual observation to ensure the device or system is in place and is not obviously damaged or obstructed

TEST – Means operation of device or system to ensure that it will perform in accordance with its intended function.

INSPECT – Means physical examination to determine that the device or system will perform in accordance with its intended function

A record of all tests and corrective measures as required by the Ontario Fire Code will be retained for a period of two years after they are made

Frequency Intervals	Portable Extinguishers	O.F.C Reference
Annually	Maintenance and testing of portable extinguishers shall be in conformance with NFPA 10 “Portable Fire Extinguishers” Portable fire extinguishers must be serviced by a qualified technician in accordance with the NFPA	Div. B – 6.2.7.1
Monthly	Portable fire extinguishers shall be inspected monthly A record of this inspection shall be recorded on the tag located on the portable extinguisher or in a maintenance log book	Div. B – 6.2.7.2
Every 5 years	Pressurized water and carbon dioxide fire extinguishers shall be hydrostatically tested Portable fire extinguishers must be serviced by a qualified technician in accordance with the NFPA	Div. B – 6.2.7.1
Every 6 Years	Stored pressure extinguishers that require a 12 year hydrostatic test shall be emptied and	Div. B – 6.2.7.1



Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

	subjected to applicable maintenance procedures Portable fire extinguishers must be serviced by a qualified technician in accordance with the NFPA	
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SITE SECURITY

Canadian National Demolition will establish a mill site security personnel during the off hours of operation who will also be responsible for monitoring the worksite and can notify 911 in case a fire is detected.

Canadian National Demolition will make sure that

- ✓ The person who is responsible to conduct fire watch will be familiar with all the fire safety features in the building, including the Fire Safety Plan, conditions of the exits., locations of portable fire extinguishers, etc.
- ✓ The fire watch personnel will be provided with a means of communication with the fire department (i.e. Cell Phone) and be equipped with portable illumination (Flashlights) and personal protective equipment. (Hardhat, Vest etc.)

HOT WORK OPERATIONS

Any work that produces an open flame, spark or ignition source, including torching, heaters, welders cutting and grinding will be considered to be hot work.

Canadian National Demolition will establish a Hot Work Permit program. All permits will include the type of work to be completed, location of the work the time period of the work, completion date, a final check time and a checklist of precautions.

Canadian National Demolition will ensure that the person who authorizes the work will be familiar with the hazards and understands the safeguards required when performing hot work. They must confirm that fire protection procedures and equipment are in place before work commences, ensure compliance with these measures and be available to inspect the site daily. Since ignition can occur after work is completed. The procedures will also include a fire watch, with an authorized person staying in the work area a minimum of 30 minutes after the work is completed

HOT WORK CHECKLIST

- ✓ Implement a hot work permit system
- ✓ Hire only qualified workers to perform hot work
- ✓ Equip the site with fire extinguishers and ensure the workers are trained in there use and know where they are located



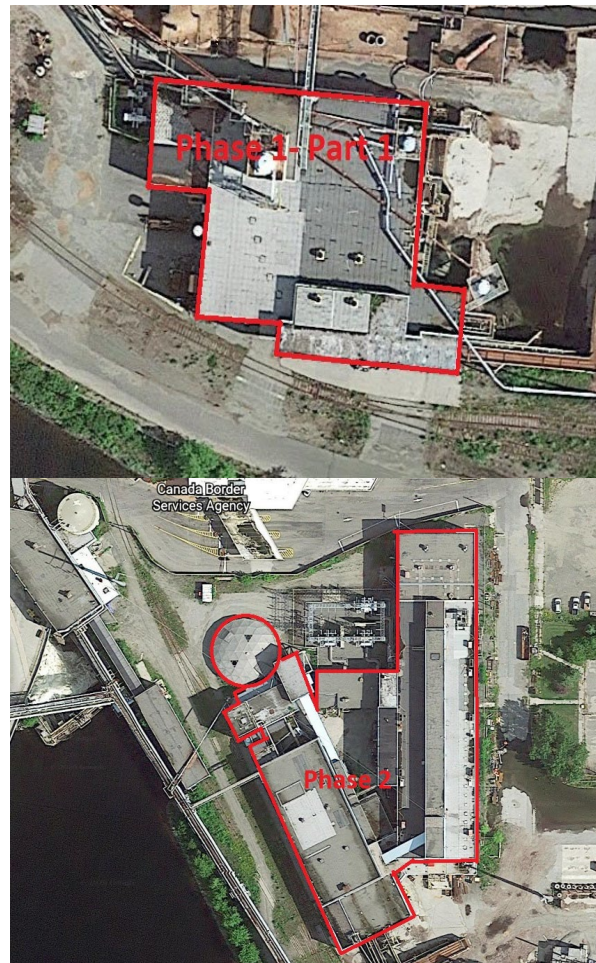
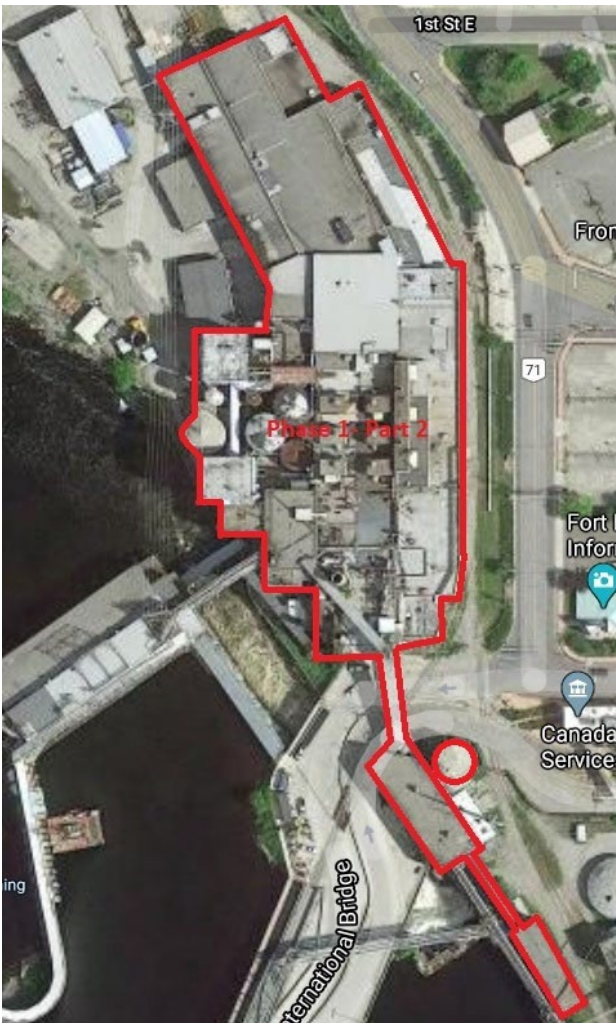
Canadian National Demolition

Fire Safety Plan – Fort Francis Demolition of Paper Mill

- ✓ Keep work area free of flammable and combustible materials
- ✓ Do not allow flammable and combustible materials to accumulate onsite. Establish regular disposal of these products
- ✓ Cover combustible building materials with a fire-resistant shielding when they cannot be removed
- ✓ Ensure that the work area is well ventilated
- ✓ Wet down area before the work is completed
- ✓ Inspect the worksite daily, to be done by a competent person
- ✓ Maintain a fire watch during hot works and for a period of 30 minutes after the work is complete
- ✓ Complete a fire watch log for the fire department to review

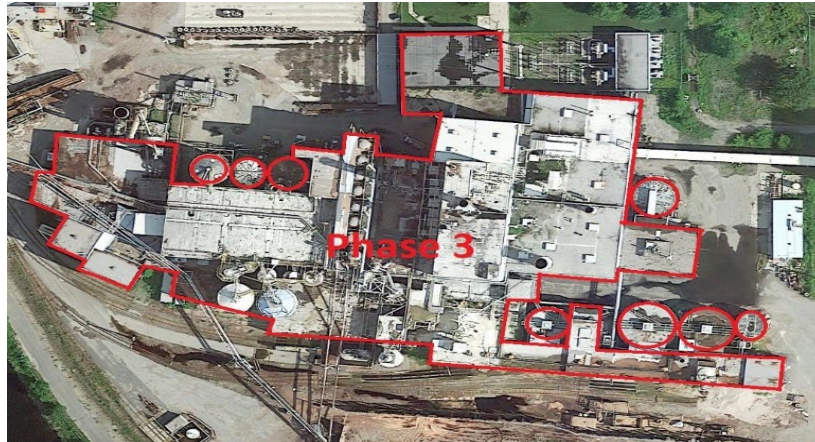


Canadian National Demolition
Storm Water Management Plan (Interim Phase)
– Fort Francis Demolition of Paper Mill





Canadian National Demolition Storm Water Management Plan (Interim Phase) – Fort Francis Demolition of Paper Mill



GENERAL OUTLINE

- “Interim Phase” is defined as the period during the three phases of demolition, and the period after demolition until a new storm water management system for the redevelopment is implemented
- The storm water management during the demolition shall be carried out in conformance with the Amended Environmental Compliance Approval (#8782-9QSLUX) issued by the Ministry of Environment and Climate Change
- With the additions of new measures outlined in this plan, the existing storm water management system is to remain functional for the duration of the interim phase
- The demolition is sub-divided into three phases. The plan outlines purposed measures for each phase of the demolition in order to effectively manage storm water and run off
- Phase 1 Part 1
 - Existing system
 - Water from roof drains is collected into a collection area inside of the building. The water is then pumped out to the Kraft Mill Collection Point
 - Interim System
 - After the building’s superstructure is demolished, the pipe directing water collected from the roof drains of the building to the Kraft Building will be decommissioned and capped at slab level
- Phase 1 Part 2
 - Existing System



Canadian National Demolition

Storm Water Management Plan (Interim Phase)

– Fort Francis Demolition of Paper Mill

- A holding tank known as the “alligator pit” located inside the building collects water from the entire Kraft Mill side and Paper Mill side and pumps water to the clarifier.
 - When bypass gates on the powerhouse dam are open, water seeps in from the river through the building into a small containment area. The water is then pumped back into the river
- Interim System
 - All drains will be capped at slab level
- Phase 2
 - Existing System
 - Water from roof drains are collected into a collection area inside of the buildings (Woodroom) The water is then pumped out to the Lap building
 - Interim System
 - After the buildings super structure is demolished. The pipe directing water collected from the roof drains will be capped at slab level
- Phase 3-If applicable
 - Existing System
 - Water coming from the Bio-mass Building is collected at the north-east corner of the buildings
 - The water is then directed to the Kraft Mill Effluent Pit (located outside of the demolition footprint through the floor drains
 - Water collected from the buildings roof drains is also directed to the Kraft Mill Effluent Pit
 - The water in the Effluent Pit is then pumped to the Lap Building
 - Interim System
 - Prior to starting demolition, water from the Bio-mass Building will be taken by a pipe to the Kraft Mill Effluent Pit
 - After the buildings super structure is demolished, the drains will be capped at slab level
- In the event that contaminated soil is encountered and identified, the following steps should be taken
 - The potentially contaminated soil is stock piled on plastic sheeting or in a steel bin for off-site disposal
 - Cover all soil stock pile to protect from precipitation and to prevent dispersion by wind



Canadian National Demolition

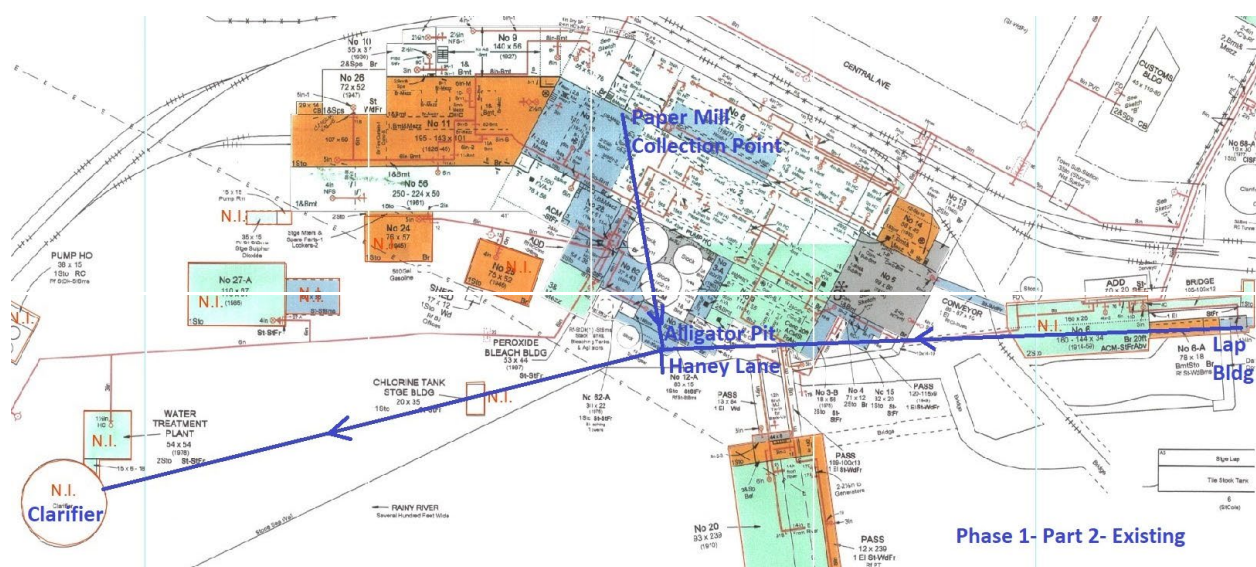
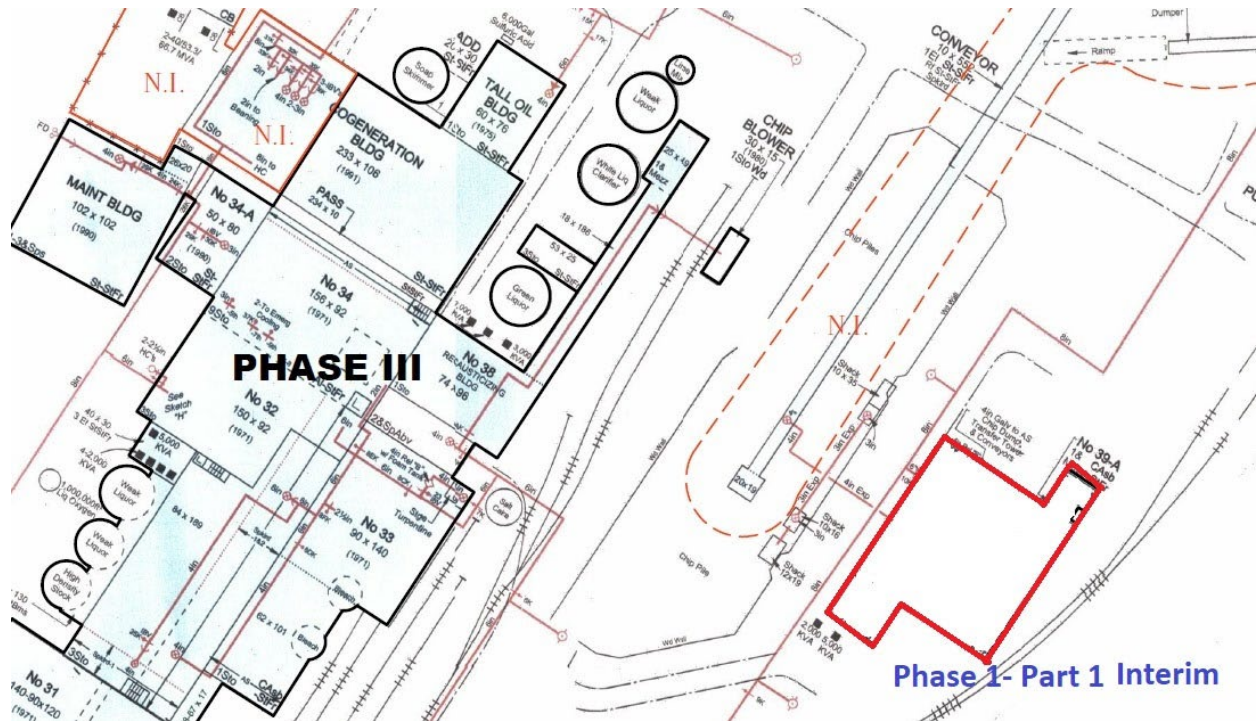
Storm Water Management Plan (Interim Phase)

– Fort Francis Demolition of Paper Mill

- Stockpile soils until the soil verification laboratory data are provided by environmental consultant retained by the owner, indicating disposal requirements. Results from the laboratory shall be provided within one week of sample submission
 - Direct loading of excavated soil after approval of the environmental consultant and is conducted under the supervision of the consultant
 - Transport contaminated soil to disposal facility using a licenced MOECP hauler
 - Ensure trucks hauling contaminated soils are covered
 - Arrange off-site disposal of contaminated soil at an MOECP licenced facility
 - Obtain waybill from licenced facility for each load of soil disposed of and provide to the owner and stakeholders within 15 days of completing soil removal
- In the event of any storm water accumulation or the potential risk of water being discharged to the river, Canadian National Demolition will ensure to have straw bale barriers and silt fencing on site and available for installation to prevent occurrence. Canadian Nation Demolition will have equipment available to facilitate the installation as required
- Sketches outlining existing and interim stages are presented on next pages

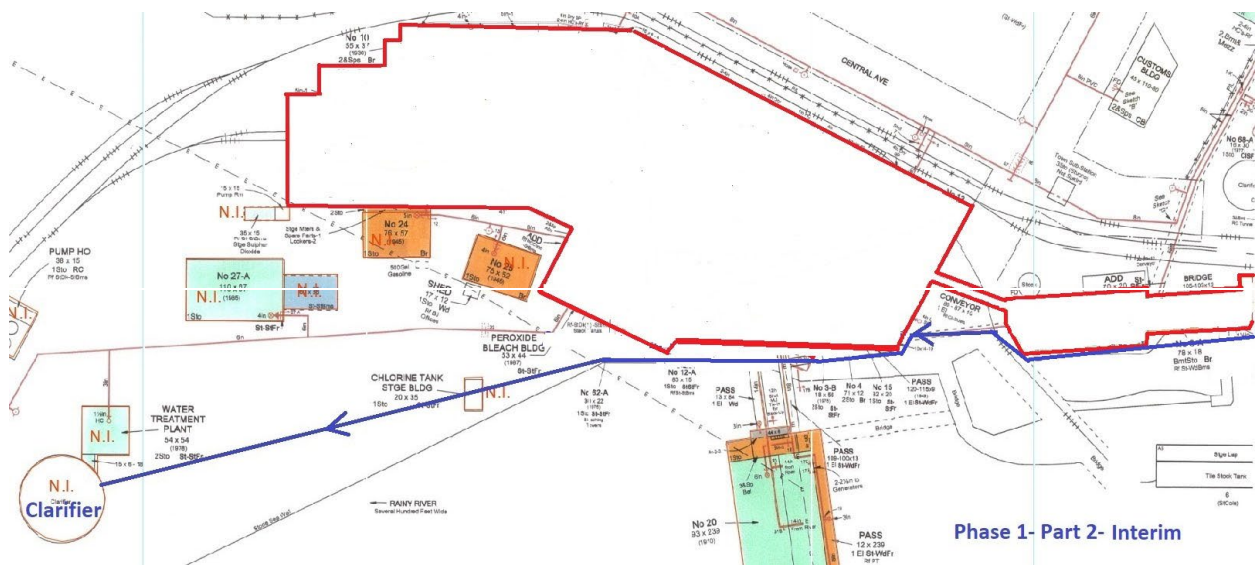


Canadian National Demolition Storm Water Management Plan (Interim Phase) – Fort Francis Demolition of Paper Mill



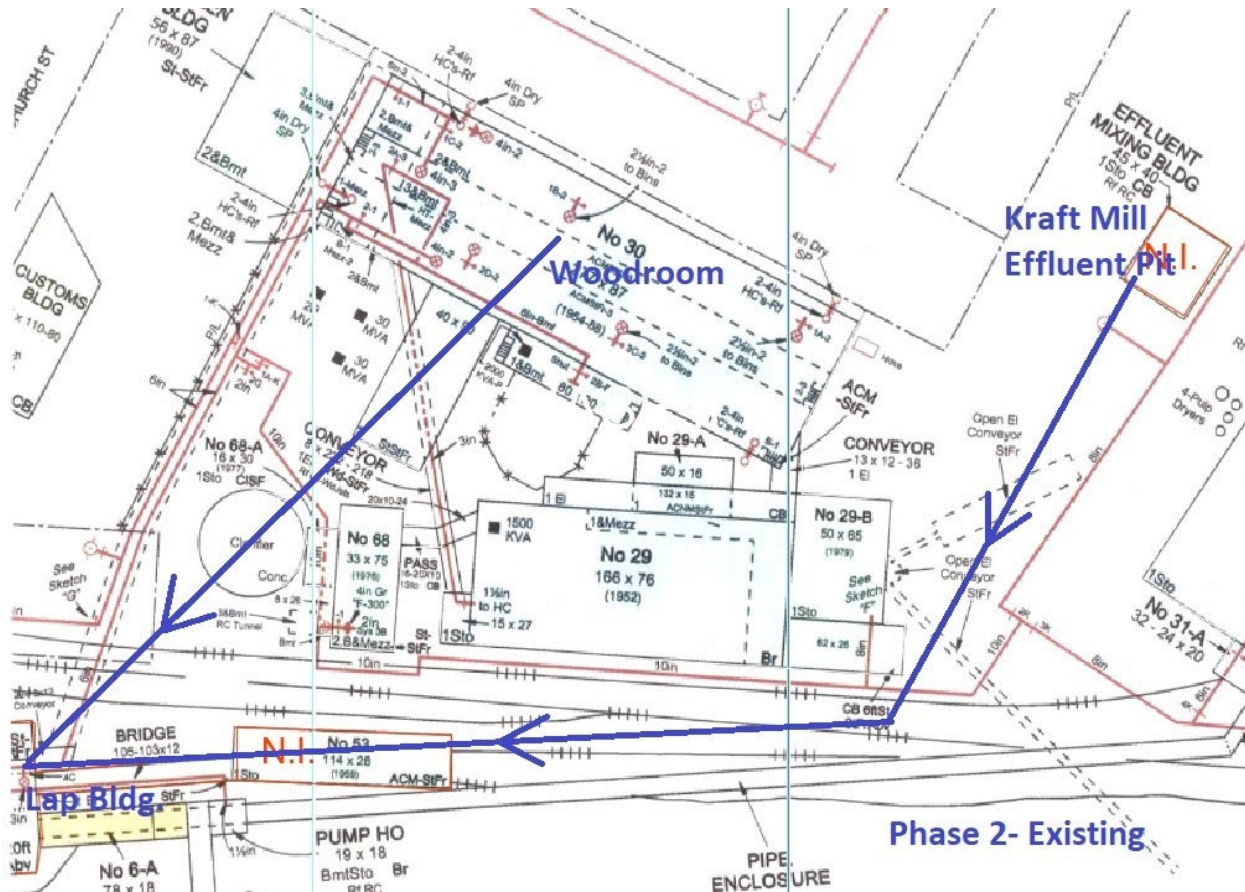


Canadian National Demolition Storm Water Management Plan (Interim Phase) – Fort Francis Demolition of Paper Mill



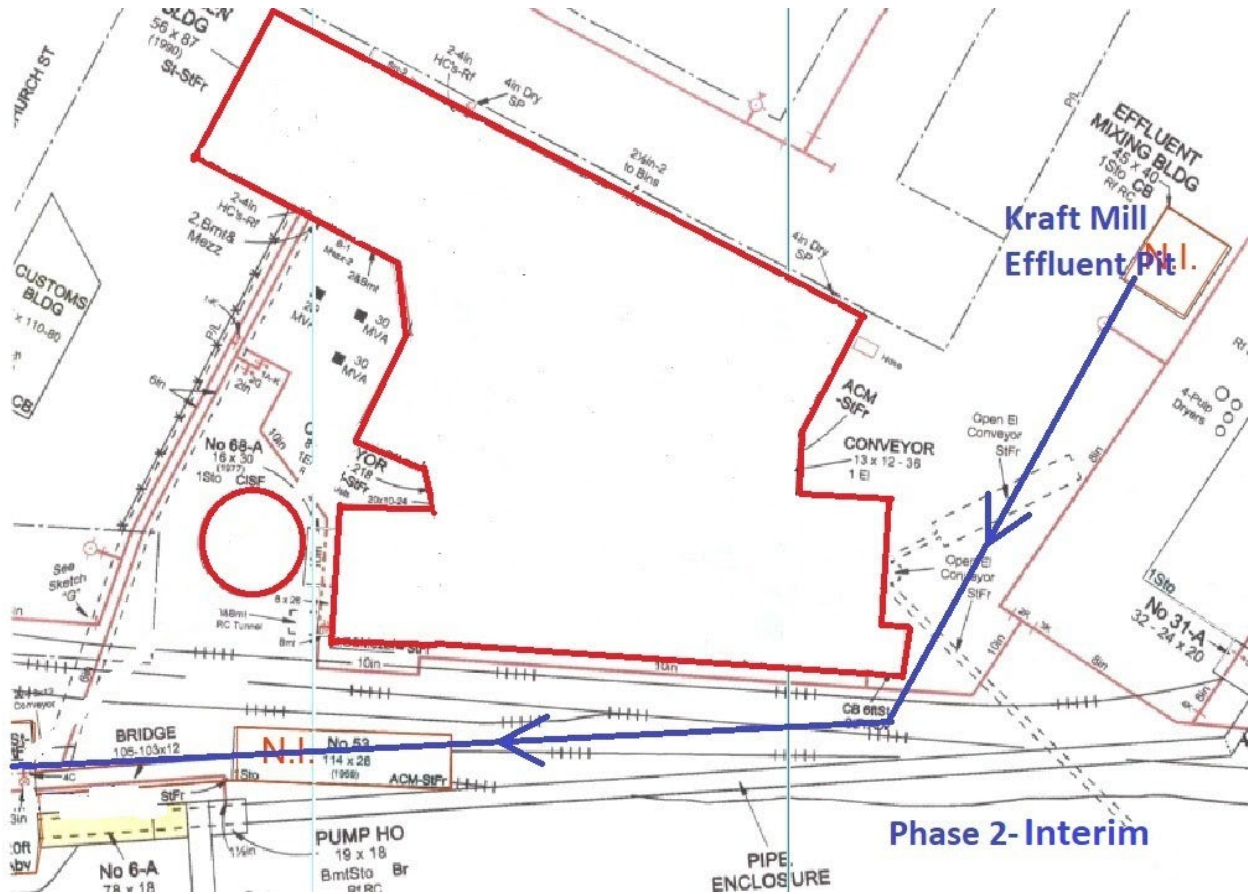


Canadian National Demolition
Storm Water Management Plan (Interim Phase)
– Fort Francis Demolition of Paper Mill



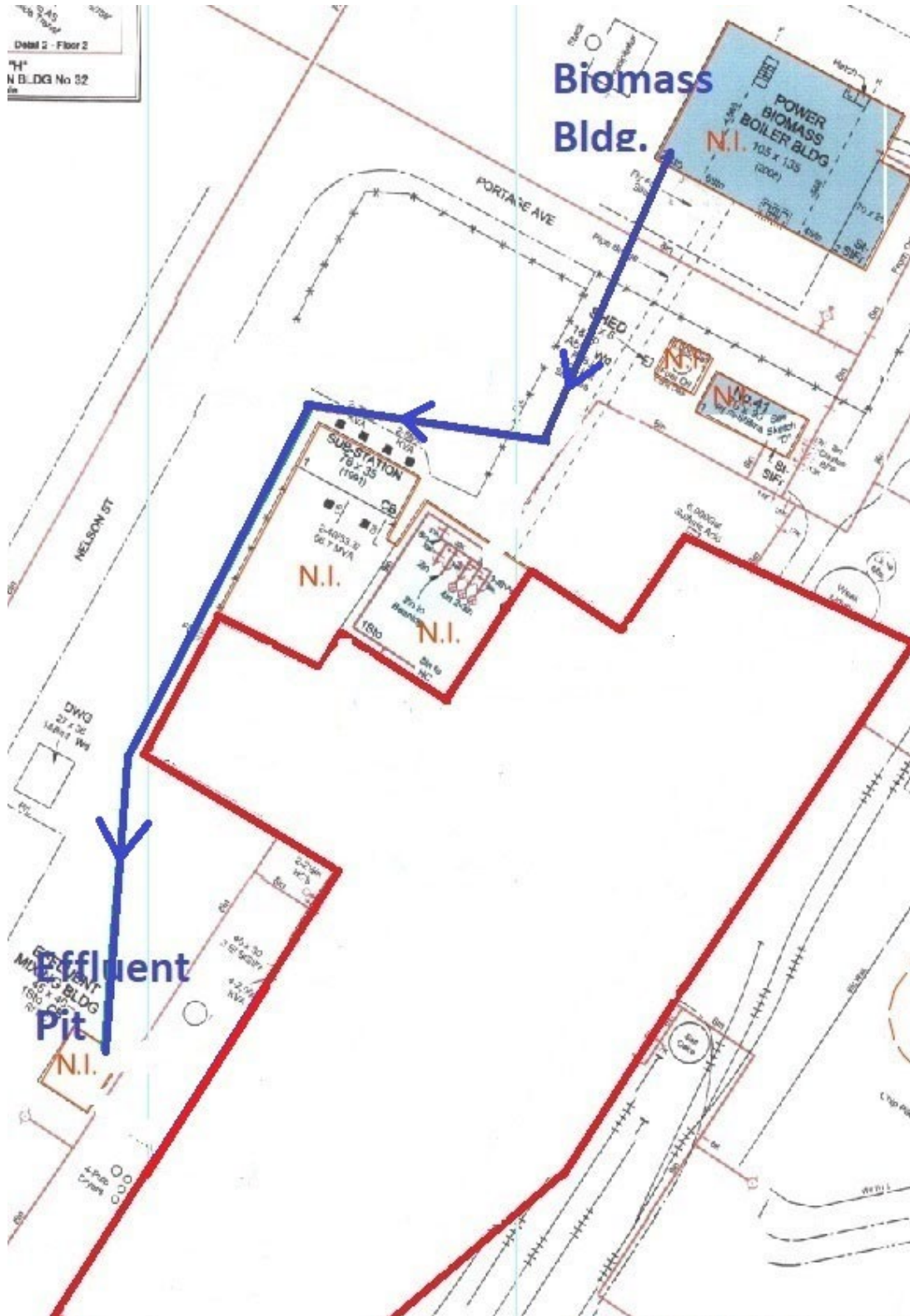



Canadian National Demolition
Storm Water Management Plan (Interim Phase)
– Fort Francis Demolition of Paper Mill





Canadian National Demolition
Storm Water Management Plan (Interim Phase)
– Fort Francis Demolition of Paper Mill



	Canadian National Demolition	Rev: 0	Page: 1
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Waste Management Reduction and Audit Plan	Approved by:	Date: October 2020	

Introduction

In addition to Canadian National Demolition goal to eliminate all injuries, prevent adverse environmental health and safety impacts. Canadian National Demolition is committed to reducing waste and promote environmental conservation

Canadian National Demolition will comply with the requirements of the Ministry of the Environment and Climate Change O. Reg. 102/94 Waste Audits and Work Plans. Ministry of the Environment and Climate Change O. Reg. 103/94 Source Separation of Recycled Materials for Industrial, Commercial and Institutional Sectors and Multi-Unit Residential Buildings

Canadian National Demolition will make a reasonable effort to reduce, reuse or recycle demolition materials during the demolition of The Fort Francis Paper Mill

Waste of recyclable materials generated during the demolition will be separated on site including clay brick, and concrete, steel and wood as per Regulation 103

Purpose

The purpose of the Waste Management and Audit Plan s to provide an overview of how the generated waste from the Fort Francis Paper Mill Project will be handled, processed and disposed of including details such as landfills, haulers, site preparation and waste log information

Relevant Codes and Standards

Ontario Environmental Protection Act R.S.O. 1990

Ministry of Environment O. Reg. 347 General - Waste Management Regulation

Ministry of Environment O. Reg. 102/94 Waste Audits and Waste Reduction Work Plans. Ministry of Environment O. Reg 103/94 Source Separation of Recyclable Materials for Industrial, Commercial and Institutional Sectors and Multi-Unit Residential Buildings.


Canadian National Demolition Environmental and Health and Safety Policy 2012.

The findings of Designated Substance Report findings dated March 9, 2020.

Roles and responsibilities

Canadian National Demolition will be responsible for the following:

- Attend kick off meeting, provide site orientation and any other required training.
- Minimize waste generation through efficient use of resources and implement best work practices and green procurement policies where possible.
- Prepare a waste reduction plan that details all proposals to reduce waste by recycling and reuse, where possible.

	Canadian National Demolition	Rev: 0	Page: 2
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Waste Management Reduction and Audit Plan	Approved by:	Date: October 2020	

- Ensure on-site handling of hazardous wastes is carried out in compliance with the WMP and applicable health and safety standards.
- Provide bins for the collection of demolition waste, as per contract specifications.
- Ensure all wastes generated is removed off-site for recovery or disposal promptly by licensed facilities with no subject waste storage on site.
- Notify and coordinate the packaging, delivery and disposal of generated wastes when transferred to on-site disposal or off-site disposal or recycling, and retain manifests in accordance with regulations.
- Complete wastes manifests or bills of lading as the generator for all demolition wastes when transferred to on-site disposal or off-site for disposal or recycling, and retain manifests for timeframes in accordance with regulations.
- Provide client with data on materials demolished namely qualify materials removed for re-use, recycling and disposal including process dust and debris.
- Within the Demolition Plan minimize waste generation and maximize recycling and re-use opportunities.
- Ensure site personnel inform their supervisor or designate immediately when a spill or other issue of non-compliance with this WMP and/or regulation occurs.
- Ensure only personnel trained in the completion of manifests will be permitted to undertake this task.


Required training for all waste handlers:

- Proper handling and storage of hazardous wastes
- Types of potential spills and releases
- Spill prevention measures
- Spill control and clean up procedures for small spills (less than 25L)
- Information on location of fire extinguishers, pull stations, other emergency response equipment and spill response equipment.
- Proper use of spill kits
- Transportation of Dangerous Goods (TDG)
- WHMIS

Copies of training records will be available onsite as required.

Canadian National Demolition Contact Phone numbers for personnel involved on the planning and execution

Jeff Norton	President	Cell	905.830.2663
Dave Fusek	Project Manager	Cell	647.999.9288
Rick Smith	Environmental EHS Manager	Cell	289.775.3083
Steve Herbert	Site Superintendent	Cell	403.852.7573

	Canadian National Demolition	Rev: 0	Page: 3
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Waste Management Reduction and Audit Plan	Approved by:	Date: October 2020	

Waste Manifests

Canadian National Demolition will be responsible for reviewing manifests for off-site disposal of specific subject wastes (subject waste classed 142, 146 metal contaminated soils and demolition brick materials, CFCs and PCBs).

All scrap loads for off-site recycle will be manifested by Canadian National Demolition.

Manifests will detail: date, project name and location of generated source, content of loads, transport company, truck information (type + ID#) destination and weights.


Each manifest contains a unique number, which will be used for tracking waste and recycling facility receipts and certificates of destruction.



Sample copy of Hazardous Waste manifest and for non hazardous C&D and metals

Weight Determination

All loads will be weighed via a weigh scale that will be maintained within the Paper Mill property by Canadian National Demolition.

	Canadian National Demolition	Rev: 0	Page: 4
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Waste Management Reduction and Audit Plan	Approved by:	Date: October 2020	

Landfill and Recycling Information

Scrap Metal- Scrap metal will be transported and prepared within a designated staging area within the Paper Mill property metals will be weighed and shipped directly to a consumer mill. A Canadian National Demolition manifest will be completed for all loads. All loads will be weighed at the scale prior to shipment.

Asbestos Waste – Asbestos waste will be manifested and shipped in lined disposal bins to an approved receiver. Hazardous Waste Manifest Form will be completed prior to shipment. All loads will be weighed at the VALE scale prior to shipment. A copy of the manifest will be maintained on site by Canadian National Demolition

Industrial Non-Hazardous – Non-hazardous waste such as drywall, translucent panels, insulation and miscellaneous debris will be manifested and weighed at the scale prior to shipment to an approved landfill. A copy of the manifest will be maintained onsite by Canadian National Demolition.

Wood – Sections of the buildings are comprised of wood trusses and sheathing of the facility. Canadian National Demolition will segregate generated wood material for recycling if possible


Concrete and Clay Brick - Segregated concrete and brick will be stockpiled for reuse as backfill if client approval is obtained.

Other Hazardous Wastes – Located hazardous consumer products (cleaners, paints motor oil, etc.) will be collected from throughout the facility prior to demolition and brought to the designated staging area on site where Canadian National Demolition superintendents will characterize through analysis if required. Categorized wastes will be removed via a licensed hauler prior to demolition.

PCB Oil – A licenced waste handling facility will be retained to drain and remove all PCB oil from the equipment. PPE and Spill Response Plans will be carefully reviewed prior to work commencement and will be strictly followed while the equipment is drained into appropriate containers (drums or vacuum truck). Containers will be labeled and taken to the staging area or removed immediately for offsite disposal. All Federal, Provincial and Municipal regulations will be followed. A copy of the MOE approval number for Licenced facility will be maintained onsite by Canadian National Demolition.

Mercury – Mercury vapour bulbs will be collected as reasonable possible, place in a labeled container and brought to the waste staging area. Mercury will be recycled through a licenced waste facility.

Blue Box Wastes – Canadian National Demolition will provide a blue bin in the site trailer where personnel will be encouraged to recycle material such as paper, newsprint, beverages, glass bottles and aluminum food containers. Recyclable material will be collected and transported to a waste and recyclables collection facility

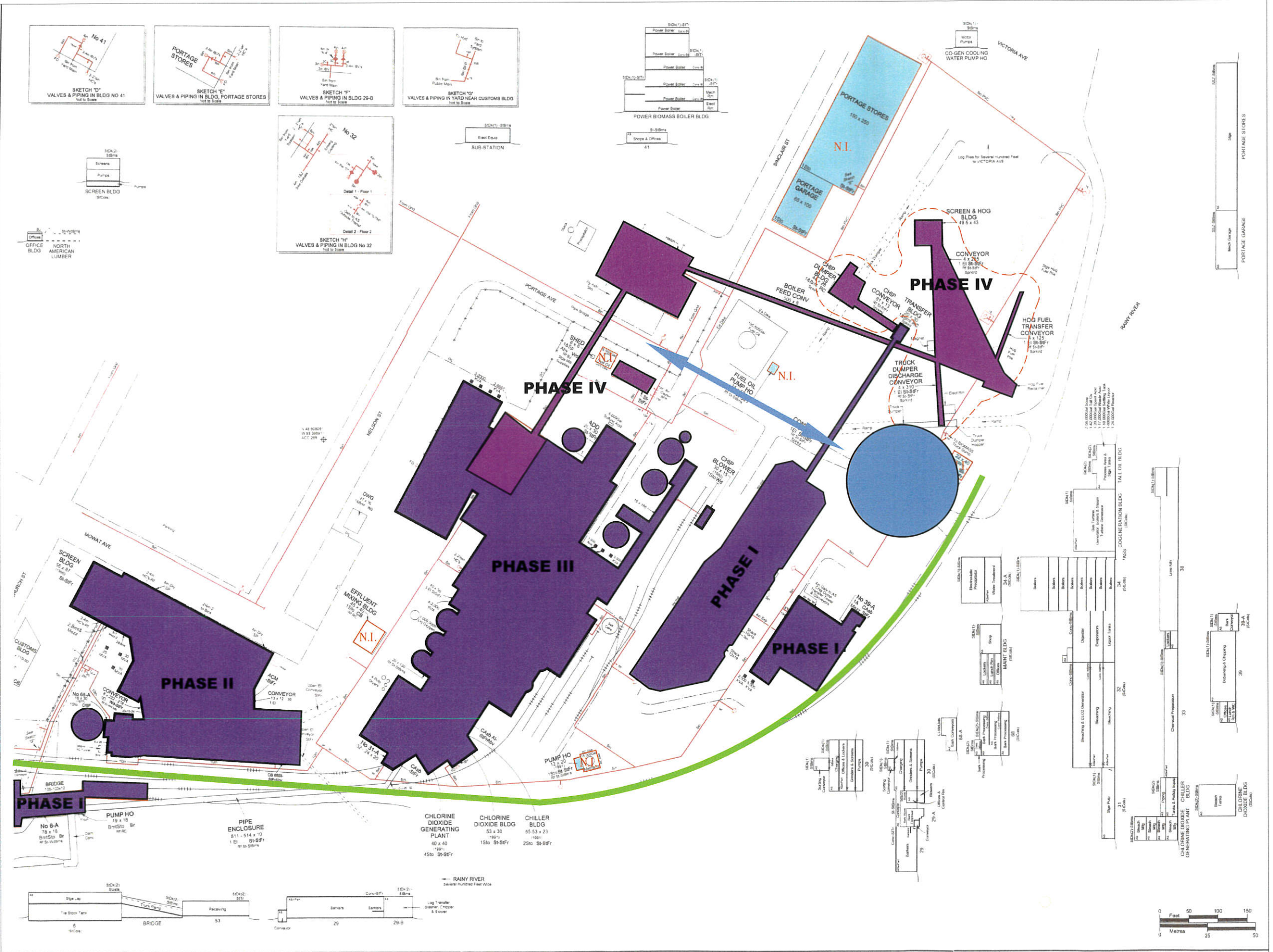
	Canadian National Demolition	Rev: 0	Page: 5
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Waste Management Reduction and Audit Plan	Approved by:	Date: October 2020	

Waste Bin Inspection

Canadian National Demolition will ensure prior to all shipments a bin inspection is conducted by the driver to ensure all loads are properly covered, free of loose debris on rails and supports, secured and in compliance with regulations.

Special Precautions:

- Bins used for Asbestos loads will be lined and labeled/placard. All Asbestos waste will be packaged as per O Reg. 278/05
- Asbestos bins will be inspected prior to leaving the site.
- Drivers shall access the work site and exit according to the project Traffic Plan.
- Drivers must observe posted traffic signs and speed limit within the plant at all times.
- Drivers are not allowed to smoke on site or use cellular phones while driving.
- Bins are only to be dropped off inside the work area with the assistance of a spotter/safety watch to ensure overhead hazards are not present.
- Trucks to be equipped with back up alarm and driver must wait for the signaler to assist him when backing up on site.





Road Closure Traffic Control Plan Border For Border Crossing at 69-110 US-53 International Falls:

Scheduled period of work: 8:00 PM March 20 until 4:00 AM March 21, 2021 meets definition of MTO “short duration” work.

The traffic control plan includes considerations in compliance the MTO requirements for:

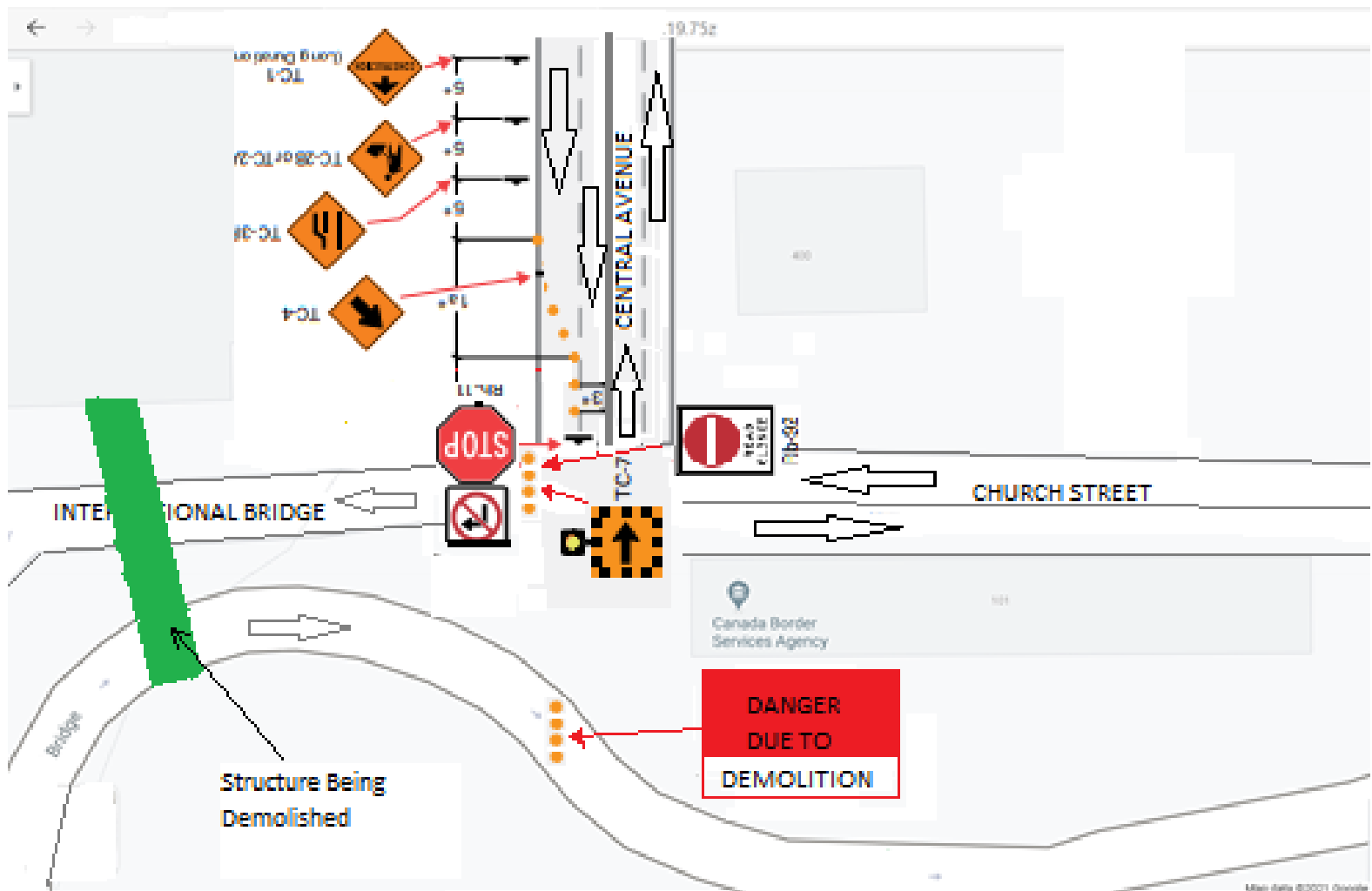
- advance warning area; “construction ahead sign” 120M
- approach area; “right lane closure ahead sign” 80M
- transition area; (taper length 10-15M, 4-6 cones @3M spacing),
- longitudinal buffer area; LBA 30M minimum
- work area(s); “road closed, no right turn,”
- termination area.

PROJECT SPECIFIC MATERIALS LIST FOR TCP:

- TC-7 Right WITH TC-7A (road closed) + stand: quantity x 1
- RB-92 (road closed) + stand: quantity x 1
- Stop sign with RB-11 (no right turn) + stand: quantity x 1
- TC-4L (lane closure arrow left) + stand: quantity x 1
- TC-3R with TC-3RT (right lane ends ahead) + stand: quantity x 1
- TC-2B (construction workers ahead) + stand: quantity x 1
- TC-1 (construction ahead) + stand: quantity x 1
- TC-54 (traffic barrel): quantity x 30 or 42 without the optional saw horse barriers
- TC-53A (saw horse barrier): optional, quantity x 4




Traffic Control Diagram

NORTH ↑





MTO Compliant Signs Reference Information





Construction Ahead Signs

TC-1	TC-1A	TC-1B
CONSTRUCTION AHEAD	CONSTRUCTION AHEAD 1 KM	CONSTRUCTION AHEAD 2 km
		
Minimum Background Reflectivity: High reflectivity micro-prismatic fluorescent (Type VII)		



Lane Closed Ahead Signs

TC-3R	TC-3L
RIGHT LANE CLOSED AHEAD	LEFT LANE CLOSED AHEAD
	
Minimum Background Reflectivity: High intensity (Type III), after January 1, 2016 becomes High reflectivity micro-prismatic fluorescent (Type VII)	

Lane Closed Tab Signs

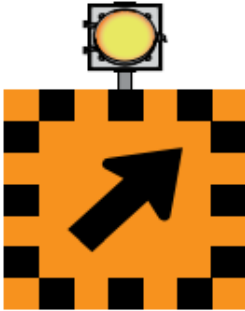


TC-3Ct	TC-3Rt	TC-3Lt	TC-3tA
CENTRE LANE CLOSED TAB	RIGHT LANE CLOSED TAB	LEFT LANE CLOSED TAB	300 m TAB
			
Minimum Background Reflectivity: High intensity (Type III)			

Lane Closure Arrow Signs

TC-4L	TC-4R
LANE CLOSURE ARROW	LANE CLOSURE ARROW
	
Minimum Background Reflectivity: High reflectivity micro-prismatic fluorescent (Type VII)	




Detour-Turn Off/Diversion Signs

TC-7	TC-7tA	TC-7tB
DETOUR-TURN OFF/DIVERSION	ROAD CLOSED TAB	LOCAL TRAFFIC ONLY TAB
		
Minimum Background Reflectivity: High intensity (Type III)		



Road Closed Sign

Rb-92
ROAD CLOSED

Minimum Background Reflectivity: High reflectivity micro-prismatic fluorescent (Type III)

Purpose:

The Rb-92 ROAD CLOSED sign must be used where, due to construction or other activities, a roadway must be temporarily closed.

Conditions:

Requirements are detailed in OTM Book 5 (Regulatory Signs). Use of the Rb-92 must comply with Subsections 28(3) and 102(3) of the Public Transportation and Highway Improvement Act R.S.O. 1990. The regulations on road closings by the Ontario Municipal Board must be precisely followed and where these exist, full information should be obtained from the appropriate traffic authority.



Canadian National Demolition

PCB Light Ballast and Mercury Switches Abatement and Sorting Criteria

Fort Francis Paper Mill Demolition Project

As outlined in the DSS report there are fluorescent light fixtures and various mercury containing thermostats, gauges and thermometers that have been identified in the project buildings and will be encountered through out the demolition process. The lights where noted to be a mixture of four-foot, two lamp and four lamp fixtures. Most of the lamps were noted to be T12; however, some of the four-lamp fixtures were noted to be retrofitted with newer T8 lamps. A total of approximately 20,000 HID lamps were also present throughout the project buildings. These lights could not be accessed for further evaluations and therefore they are assumed to contain PCB's

Additionally, it was noted that mercury-containing thermostats, gauges and thermometers associated with the boiler and other mechanical equipment were observed in the subject buildings

Canadian National Demolition will remove these lights and mercury containing fixtures using the following procedures and sorting criteria. Due to the accessibility of some of these fixtures' abatement removal and sorting of these fixtures will occur in conjunction with the demolition process

All PCB / Mercury contaminated waste will be disposed of as required by O. Reg 347 at an approved waste facility

Abatement and Removal Sequence for PCB Ballast:

1. Define the job tasks and identify work area
2. Isolate work area from adjacent working areas and post signage
3. Properly place and set-up tools and equipment: ensure all tools and equipment are in good working order and readily available
4. Ensure housekeeping area is well maintained (clean and clear work area as work progresses)
5. Per scope of work, identify and apply applicable procedures for sorting and disposal of PCB containing equipment
6. Ensure all required PPE and equipment are on-site.
7. Assign tasks to the workers.
8. Workers to wear all required PPE and enter work.
9. Perform removal process using approved methods as defined in the JSA for the task or daily safe work permits
10. All waste to be put in suitable containers, ie; placed in lined container or barrel



Canadian National Demolition

PCB Light Ballast and Mercury Switches Abatement and Sorting Criteria

Fort Francis Paper Mill Demolition Project

PCB containing light ballast sorting criteria:

All possible PCB containing light ballasts and wall mounted transformers that have been noted on the DSS report will be removed and sorted via the following criteria prior to demolition of the Phase #1 of the Fort Francis project

Manufacturer	PCB Identifier code and sorting criteria
Aerovox (Canada)	<ul style="list-style-type: none"> ✓ PCB's where used up to and including June 1978 (7806) The first 2 numbers are the year and the last 2 numbers are the month it was produced ✓ Look at the first 6-digit code on the capacitor If the 5th digit is an "F" PCB's are present
Advanced (Ballasts in Phillips equipment)	<ul style="list-style-type: none"> ✓ 3- or 4-digit number code the first 2 number are the moth and the last two numbers are the year it was produced PCB's are present up to and including 1978
Allanson Division of Jannock LTD.	<ul style="list-style-type: none"> ✓ 2 letter code on the cover. First letter is the month, starting with "A" for January, and the second letter is the year, starting with "A" for 1969 (ex, February 1972 = BD) "N" = NON-PCB PCB are present up to and including December 1980 (LL)
Canadian General Electric	<ul style="list-style-type: none"> ✓ Seven-digit code on the cover. PCB are NOT present if one of the two final letters is "E" PCB are likely present if one of the two final letters is "T" ✓ Four number code on the housing. The first two numbers, when reversed, are the year (ex. 1976 = 67) and the last two numbers are the month. PCB are present up to and including March 1978 (8703)
Westinghouse, Magnatex, Polygon	<ul style="list-style-type: none"> ✓ Same as Canadian General Electric (see above) the last 4 numbers of the code represent the year and the month. PCB may be present up to and including June 1980 (June 1980 = 8006)
Magnatex, Universal USA	<ul style="list-style-type: none"> ✓ Refer to digit code. The first letter is the month (A = January) and the last two numbers are the year. PCB are present up to and



Canadian National Demolition

PCB Light Ballast and Mercury Switches Abatement and Sorting Criteria

Fort Francis Paper Mill Demolition Project

	including December 1978 (L78). PCB are absent if "N" follows the code.
Philips Electronics	✓ Coding system changed in 1980. Ballasts made after 1979 are marked as being PCB FREE
Sola Canada	✓ Three-digit letter and number code on label. The first letter is the month (A=January) and the last two numbers are the year. PCB are present up to and including December 1979 (L79)

Abatement and Removal Sequence for Mercury Containing Devices

1. Define the job tasks and identify work area
2. Isolate work area from adjacent working areas and post signage
3. Properly place and set-up tools and equipment: ensure all tools and equipment are in good working order and readily available
4. Ensure housekeeping area is well maintained (clean and clear work area as work progresses)
5. Assign tasks to the workers.
6. Workers to wear all required PPE and enter work.
7. Assess mercury items to be removed
8. Ensure proper spill kit is readily available
9. Do not remove the switches from thermostats, keep them intact
10. Perform removal process using approved methods as defined in the JSA for the task or daily safe work permits
11. Place mercury switches etc. and mercury containing devices, in proper containers ex: (drums, glass containers)
12. Dispose of according to Provincial Regulations

Project
Former Paper Mill Demolition

Site Address
427 Mowat Avenue, Fort Frances, Ontario

Client
CMI

Submittal:
Engineered Demolition Plan – Overhead Gallery

Date
March 18, 2021

Prepared by:



&



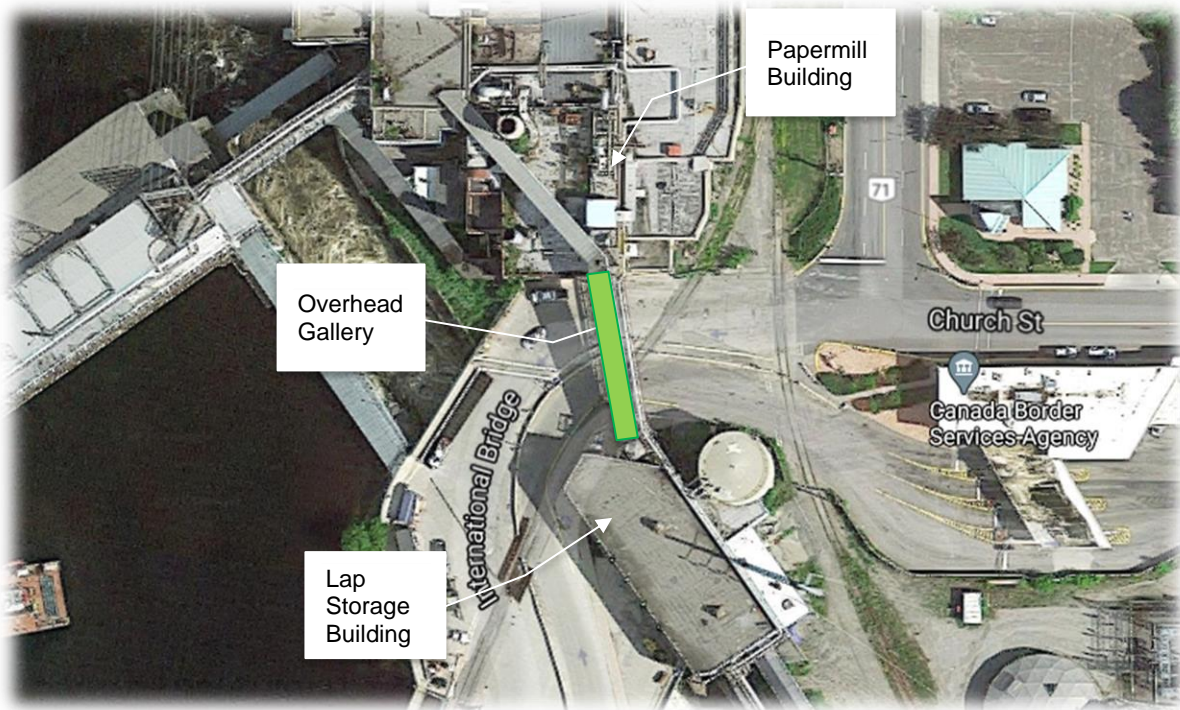
Ramie Said, P.Eng.
Structural Engineer
(Professional Engineer Seal is for
Demolition Methodology and Sequencing only)

Engineered Demolition Plan

As per the Ontario Building Code, an engineered plan is required when a building meets this requirement.

- A building is greater than 3 storeys in building height or 600 m² in building area,
- If a building structure contains pre-tensioned or post-tensioned members,
- If a building being demolished extends below the footings of adjacent buildings,
- Or for a building where explosives or lasers are to be used

Overview of Overhead Gallery Structure



Building Description

A. Overhead Gallery

- ❖ The overhead gallery crosses the international bridge road, spanning from the Lap Storage building to the Papermill building.
- ❖ The overhead gallery starts at the Lap Storage building at a height of approximately 20ft and proceeds upward to the Papermill building at a height of approximately 40ft.
- ❖ The overhead gallery consists of a steel truss structure. The structure is supported by:
 - The top and bottom chords which consist of back-to-back steel angles, the diagonal members consist of steel angles, and the top and bottom horizontal bracing consist of steel angles.
 - Each bay measures approximately 98" long, 120" wide and is 130" tall. There are 12 bays along the gallery as well as approaches on either end.
 - Large vertical I-beams on the Lap Storage Building side support the lower side of the gallery.
 - A steel frame located adjacent to the Papermill Building supports the higher side of the gallery.



Pre-Demolition:

- ❖ Obtain utility Locates (Ontario One-Call and Private)
- ❖ Electrical utilities shall be disconnected and removed (H₂O Power)
- ❖ Gas utilities shall be disconnected and removed (Enbridge/Centra)
- ❖ Water meters shall be disconnected at the foundation and protected from damage
- ❖ Sanitary and storm lines will be capped at the property line
- ❖ Work area shall be fenced off from public with a minimum 6' tall modular fence.
- ❖ Proper construction signage shall be posted in visible areas indicating demolition in process
- ❖ A demolition permit shall be obtained from the municipality having jurisdiction
- ❖ Notify Ministry of Labour (MOL) & the Canadian Border Service Agency (CBSA) of the Project
- ❖ All hazardous and designated substances shall be removed prior to commencing the demolition proceedings.
- ❖ Dust control will be maintained at all times, as required.
- ❖ Install erosion control measure as necessary
- ❖ Localised water and process lines shall be relocated
- ❖ All equipment and buildings shall be de-energized

Hazardous Substance Removal Checklist

- ❖ As per O.Reg 278 and DSS report

Utility Disconnection Contacts

Natural Gas – Enbridge – 1-866-763-5427

Centra Gas Pipelines – 807-482-1039

Electricity – H₂O Power – 807-274-0174

Water and Sewer – Fort Frances - 807-274-9893

Preparation for Demolition:

- I. Have Shaw cable remove their line which attaches to the Papermill building at 122 Church street.
- II. Implement 1ft air gap for all piping, cables and trays at the Lap Building side and Paper Mill side cut lines of the gallery using quick cut saws, reciprocation saw and cutting discs.
- III. Publish border closure dates and times in local media and through border agents from both sides

Demolition Methodology:

- I. Confirm border closure with agents from both Canadian and American sides.
- II. Remove all jersey barriers from roadway lanes.
- III. Set out roadway protection (i.e. steel plates and rubber tires).
- IV. JD850 removes pipe rack from north side of gallery.
- V. JD850 pulls exterior cladding at cut lines to expose structure at upper and lower cut line bays.

Demolition Methodology (Continued)

- VI. Cut 1: Cold cut top two chords at upper cut line (see Figure 1).
- VII. JD850 and PC800 remove sections of pipe behind cross bracing at the upper cut line.
- VIII. JD850 and PC800 move to lower side of gallery and members, as shown, from lower cut line bays.
 - a. Cut 2: Horizontal Bracing (top and bottom; see Figure 1),
 - b. Cut 3: Vertical Members (both sides, see Figure 1).
- IX. JD850 and PC800 remove sections of pipe behind removed cross bracing at the lower cut line.
- X. Cut 4: JD850 and PC800 cut Bottom Chords (both sides; see Figure 1).
- XI. Cut 5: JD850 and PC800 cut Top Chords (both sides; see Figure 1).
- XII. Cut 6 (Final Cut): JD850 and PC800 cut diagonal members simultaneously (See Figure 1).
- XIII. Gallery lower side descends to protected roadway, pivoting at upper pivot point on Paper Mill side.
- XIV. JD850 and PC800 cut gallery at midway point to shorten it into manageable pieces.
- XV. PC800 cuts severed end of gallery into movable size and material is removed by support machines to lay down area on north side of Papermill building.
- XVI. JD850 cuts the upper section of the gallery in place and then severs the remaining two horizontal truss members.
- XVII. PC800 and JD850 cut back protruding gallery ends on Lap Building and Paper Mill sides, ensuring no overhead hazards remains.
- XVIII. All remaining debris removed from roadway protection by support machines and skid steer.
- XIX. Roadway protection is removed, and roadway cleaned with skid steer with sweeper attachment.
- XX. Jersey barriers are reinstated.
- XXI. Roadway is released back to Border Services.

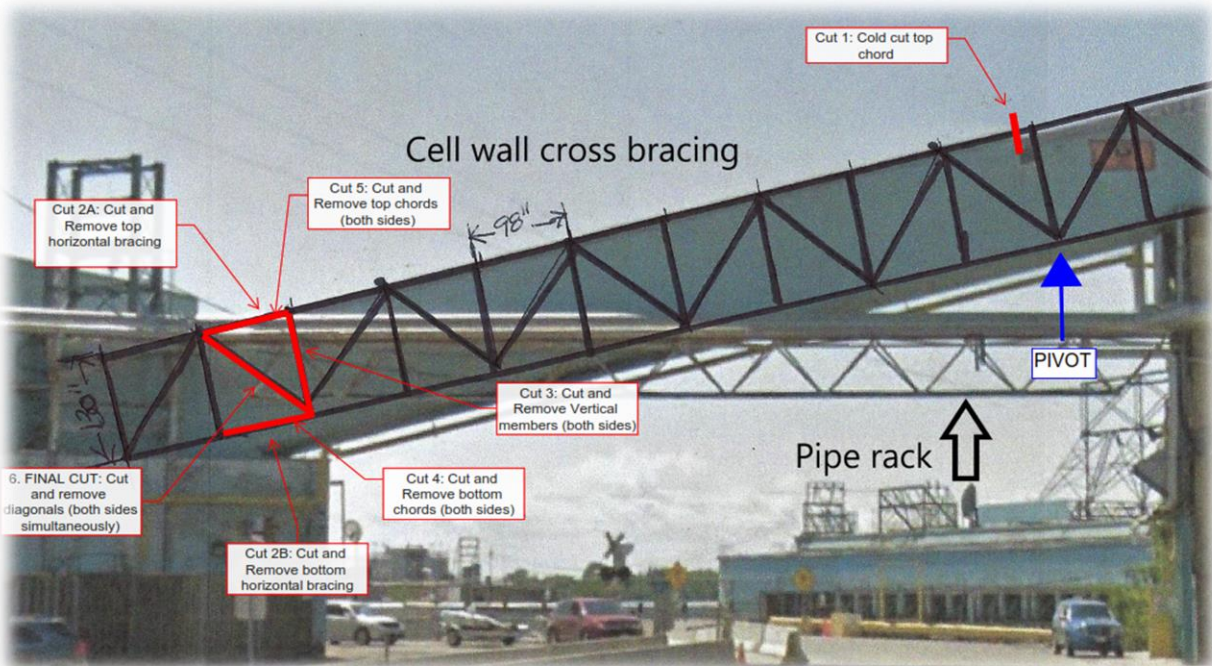


Figure 1: Overhead Gallery Demolition Sequence



Risk Management Strategy- Site Specific Health and Safety Plan

CND will ensure that all work is performed in accordance with the OSHA and O.Reg 278. Our Health and Safety representative will review the onsite characteristics and site conditions prior to commencing issues related to the structure. Identifying potential risks with the site and roof structure and briefing the staff prior to starting. Job briefing on daily basis and trips, falls and any other hazard discussions and inspection daily. All demolition will be completed with machine thus reducing the chance of falls etc. Noise, vibration and dust risks are identified furthermore any hazards uncovered during the work identified and handled accordingly.

Site boundaries and exclusion zones need to be identified prior to starting. Demolition activities resulting in falling materials or flying debris or with potential to affect structural will be monitored as per the plan.

Maps to the nearest health care facility will be onsite. All our vehicles and equipment are outfitted with first aid kits and fire extinguishers. Our site job box will have a spill kit supplies in them. Our safety board also outlines key contacts in case of an emergency and key personnel.

All manual worked faces above 2 meters in heights will be completed with the use of Hydraulic platform.

The structure will be progressively worked from one common face. Care will be taken so as not to destabilize the main structure. At the end of each shift, inspections by the site supervisor in charge will determine as to what temporary measures, if any, will be implemented until the commencement of the next shift.

All personnel must always wear safety helmets within the site. Those involved in the use of flame cutting equipment or straight sided cutting wheels must wear eye protection. Those involved in the use of or working proximity to, equipment such as pneumatic hammers and cutting wheels must wear hearing protection. Breaking out operations will produce high levels of nuisance dust and all involved in breaking out removal of rubble are to wear dust mask.

Entire site perimeter to be fully enclosed with enclosed with suitable security fencing/scaffold gantry as considered necessary by the site supervisor as mentioned above.

All utilities to be disconnected (i.e. isolated) & air gapped. Identify underground services lines and mark clearly prior to completing any digging. Map and safety protocol to be posted on job board prior to starting work. In the event of work close to live service lines, all work modes to be undertaken by hand techniques. Exercise common sense and good housekeeping always. Areas beneath demolition to be cordoned off. Constant evaluation of site safety on a consistent basis.

Implement an effective practicable fire drill for use in the event of an emergency. Comply with the latest edition of the following statutes codes and standards and all amendments thereto.

1. CSA S350-M – “Code of practice for safety in Demolition of Structures.”
2. NFPA 241 Standard for safeguarding Construction, Alteration, and Demolition Operations
3. Canadian Environmental Protection Act
4. Transportation of Dangerous Goods Act

We trust that this information meets your technical requirements at this time. Should you have any questions, or require additional information, please don't hesitate to contact us.

Project
Former Paper Mill Demolition - Phase 1

Site Address
427 Mowat Avenue, Fort Frances, Ontario

Client
CMI

Submittal:
Engineered Demolition Plan – Phase 1

Date
October 13th, 2020

Prepared by:



&



Ramie Said, P.Eng.
Structural Engineer
(Professional Engineer Seal is for
Demolition Methodology and Sequencing only)

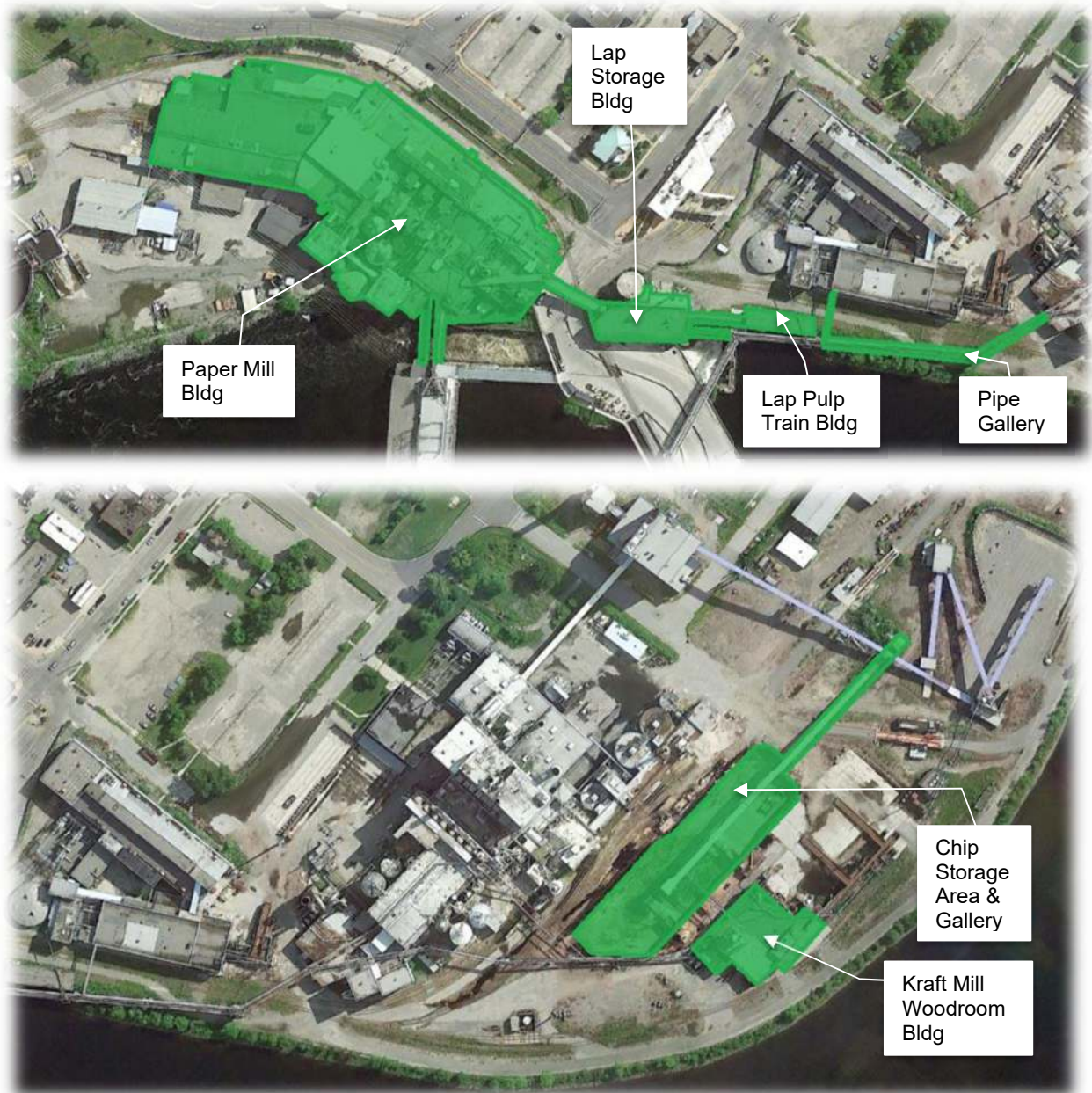
Engineered Demolition Plan

As per the Ontario Building Code, an engineered plan is required when a building meets this requirement.

- A building is greater than 3 storeys in building height or 600 m² in building area,
- If a building structure contains pre-tensioned or post-tensioned members,
- If a building being demolished extends below the footings of adjacent buildings,
- Or for a building where explosives or lasers are to be used

Overview of Buildings in Phase 1

Note: All buildings outlined below in green are to be demolished in Phase 1.





Building Descriptions

A. Kraft Mill Woodroom Building

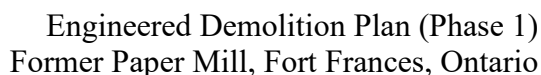
- ❖ Building No.39 and Building No.39A (as designated on the site plan dated September 15, 2009)
- ❖ The buildings are located south of the Kraft Mill side of the property.
- ❖ The two storey buildings have an irregular layout with a footprint of approximately 19,200 ft². The building layout consists of offices, a lunchroom, washrooms, debarking and chipping area, and bark conveyor.
- ❖ The building structure consists of following components:
 - Frame system consisting of steel columns and beams supporting floor and roof levels.
 - Load-bearing masonry walls
 - Steel deck supported by open web steel joists spanning to load bearing masonry walls and steel beams/columns.
 - Slab on grades and reinforced concrete foundation walls.
 - All foundations, equipment bases and slab on grades to remain at present time

B. Paper Mill Building

- ❖ Building No.1, 2, 3, 3A, 3B, 4, 5, 6, 6A, 8, 9, 10, 11, 12, 12A, 14, 15, 26, 28, 53, 56, 62 & 62A (as designated on the site plan dated September 15, 2009)
- ❖ The buildings are located on the Paper Mill side of the property.
- ❖ The building height ranges between one storey and three storeys with a basement. The building has an irregular layout with a footprint of approximately 230,000 ft². The building layout consists of machine shops, shipping area, boiler rooms, pump rooms, offices, washrooms, holding tanks, and conveyors.
- ❖ The building structure consists of following components:
 - Frame system consisting of steel columns and beams supporting floor and roof levels.
 - Load-bearing masonry walls
 - Steel deck supported by open web steel joists spanning to load bearing masonry walls and steel beams/columns.
 - Suspended concrete slabs through out the buildings.
 - Slab on grades and reinforced concrete foundation walls.
 - All foundations, equipment bases and slab on grades to remain at present time

Pre-Demolition:

- ❖ Obtain utility Locates (Ontario One-Call and Private)
- ❖ Electrical utilities shall be disconnected and removed (H₂O Power)
- ❖ Gas utilities shall be disconnected and removed (Enbridge/Centra)
- ❖ Water meters shall be disconnected at the foundation and protected from damage
- ❖ Sanitary and storm lines will be capped at the property line
- ❖ Work area shall be fenced off from public with a minimum 6' tall modular fence.
- ❖ Proper construction signage shall be posted in visible areas indicating demolition in process
- ❖ A demolition permit shall be obtained from the municipality having jurisdiction
- ❖ All hazardous and designated substances shall be removed prior to commencing the demolition proceedings.
- ❖ Dust control will be maintained at all times, as required.
- ❖ Install erosion control measure as necessary
- ❖ Localised water and process lines shall be relocated
- ❖ All equipment and buildings shall be de-energized



- ❖ As per O.Reg 278 and DSS report

Natural Gas – Enbridge – 1-866-763-5427
 Centra Gas Pipelines – 807-482-1039
 Electricity – H₂O Power – 807-274-0174
 Water and Sewer – Fort Frances - 807-274-9893

- I. All machine room equipment, raised roofing and signs on the roof shall be removed prior to removing any structural elements.
- II. Use established control measures to control the disbursement of dust. Water shall be used for any dust suppression (if required).
- III. Demolish all non-structural components prior to demolishing structural elements (i.e. Wall cladding & roof assemblies).
- IV. Ensure that all debris falls into the building and that no person is in the building during this time.
- V. Demolition shall be performed in the reverse order of construction. Structural demolition to start at the roof level and proceed downwards. All buildings will be demolished using a mix of 35-, 45- and 80-Ton Shovels with Second or third member shears and attachment shear to pick apart the building in sequence. This shovel is followed with a 25-Ton equipped with a bucket and thumb, grapple or magnet for onsite sorting of material.
- VI. The structures will be demolished in reverse order to that of construction (roof deck, secondary beams/joists, beams, columns). All buildings will be completed on a grid basis completing one (1) bay at a time. The demolition of a bay will be completed prior to workers leaving at end of day. The machinery will be limited to the slabs-on-grade and the building perimeter only (no equipment on the structural floors).
- VII. Structural Demolition:
 - a. Direction of demolition is to start in the middle and work east and west carried out section by section
 - b. The area north of the buildings is to be used as staging area.
 - c. Start demolition of roof structure perpendicular to the joist direction. The structural members should be demolished one bay at a time from top to bottom.
 - d. Lateral force resisting systems (bracing, shear wall, etc.), staircase frame shall be removed one bay at a time.
 - e. Demolish and remove from site roof deck between the open web steel joists at the bay.
 - f. Demolish and remove from site open web steel joists at the bay.
 - g. Demolish and remove from site all beam parallel to the open web steel joists at the bay.
 - h. Demolish and remove from site all beams perpendicular to the open web steel joists at the bay.
 - i. Remove from site all exterior walls at the bay.
 - j. Demolish and remove from site all load bearing walls at the bay.
 - k. Demolish and remove from site all steel columns at the bay.
- VIII. Remove all concrete/steel beams when only after it is confirmed that they are no longer bearing any loads from the floor/roof above. Building walls can be left provided they are properly supported after the floor structure and beams have been removed.
- IX. Remove any columns and drop panels only one level above the floor level being demolished and as long as the floor loads above have been removed.
- X. Remove floors and continue demolition in the same manner as noted above.

- XI. Material shall be sorted on site and disposed frequently using trailers or bins and hauled as necessary to limit stockpiling. End users and hauling to follow waste management plan (WMP).
- XII. All C&D and non-hazardous waste to be transported and disposed of at the former Resolute Landfill Site as per O.Reg. 347.
- XIII. Rubble is to be used as backfill material. All rubble to be pulverized to less than 1ft minus. Prior to backfilling and grading area to top of foundation walls and/or slab on grade, areas to be backfilled are to be free from debris, snow, ice, water and frozen ground.

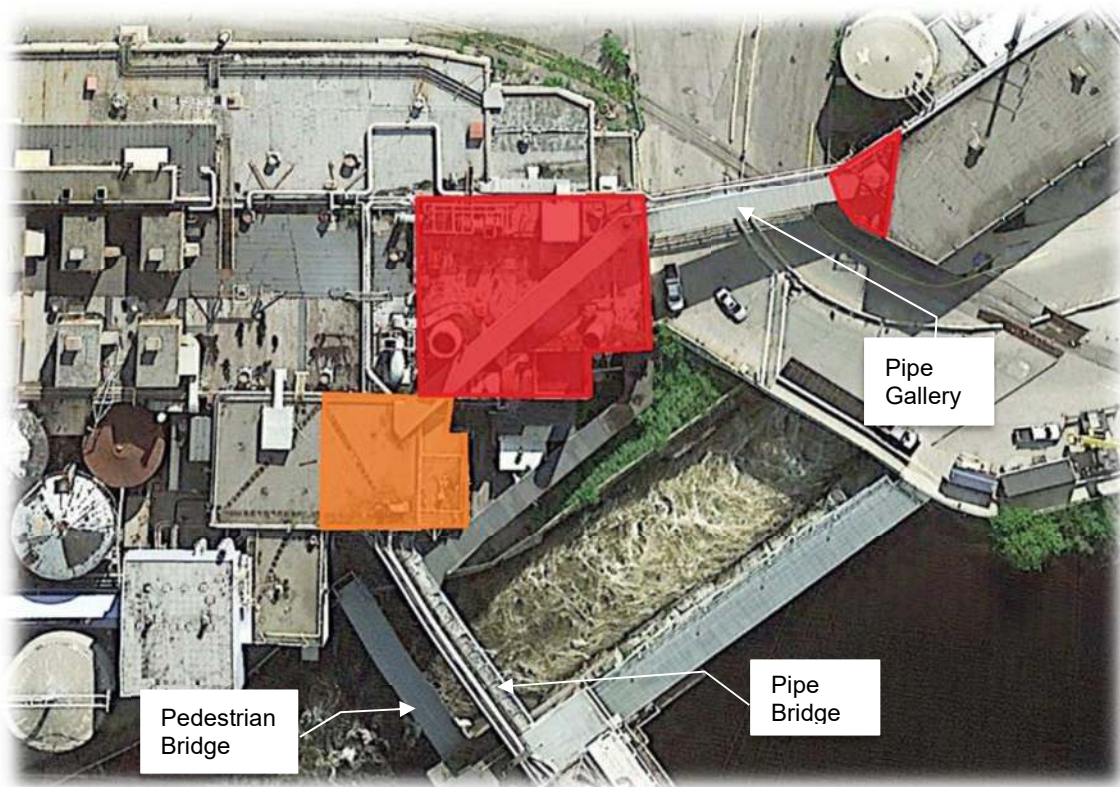
Foundation Removal

All foundations, equipment bases and slab on grades shall remain in place.

Bridges or Galleries Connected to Building:

For the removal of the pipe gallery that crosses over the International Bridge Road, the pipe bridge and the pedestrian bridge that crosses over the dam spillway, Canadian National Demolition Services (CND) is to follow the detailed engineered plan that will be provided by DST Consulting Engineers, a Division of Englobe (DST) at a later date.

Therefore, at this time, the demolition activities should be stopped at the following point in the building structure in order to ensure that the pipe gallery continues to be properly supported (see red area in Figure below). As for the bridges, the demolition activities should be stopped at the following point in the building structure in order to ensure that the bridges continues to be properly supported (see orange area in Figure below).





Risk Management Strategy- Site Specific Health and Safety Plan

CND will ensure that all work is performed in accordance with the OSHA and O.Reg 278. Our Health and Safety representative will review the onsite characteristics and site conditions prior to commencing issues related to the structure. Identifying potential risks with the site and roof structure and briefing the staff prior to starting. Job briefing on daily basis and trips, falls and any other hazard discussions and inspection daily. All demolition will be completed with machine thus reducing the chance of falls etc. Noise, vibration and dust risks are identified furthermore any hazards uncovered during the work identified and handled accordingly.

Site boundaries and exclusion zones need to be identified prior to starting. Demolition activities resulting in falling concrete or flying debris or with potential to affect structural will be monitored as per the plan.

Maps to the nearest health care facility will be onsite. All our vehicles and equipment are outfitted with first aid kits and fire extinguishers. Our site job box will have a spill kit supplies in them. Our safety board also outlines key contacts in case of an emergency and key personnel.

All manual worked faces above 2 meters in heights will be completed with the use of Hydraulic platform.

The structure will be progressively worked from one common face. Care will be taken so as not to destabilize the main structure. At the end of each shift, inspections by the site supervisor in charge will determine as to what temporary measures, if any, will be implemented until the commencement of the next shift.

All personnel must always wear safety helmets within the site. Those involved in the use of flame cutting equipment or straight sided cutting wheels must wear eye protection. Those involved in the use of or working proximity to, equipment such as pneumatic hammers and cutting wheels must wear hearing protection. Breaking out operations will produce high levels of nuisance dust and all involved in breaking out removal of rubble are to wear dust mask.

Entire site perimeter to be fully enclosed with enclosed with suitable security fencing/scaffold gantry as considered necessary by the site supervisor as mentioned above.

All utilities to be disconnected (i.e. isolated) & air gapped. Identify underground services lines and mark clearly prior to completing any digging. Map and safety protocol to be posted on job board prior to starting work. In the event of work close to live service lines, all work modes to be undertaken by hand techniques. Exercise common sense and good housekeeping always. Areas beneath demolition to be cordoned off. Constant evaluation of site safety on a consistent basis.

Implement an effective practicable fire drill for use in the event of an emergency. Comply with the latest edition of the following statutes codes and standards and all amendments thereto.

1. CSA S350-M – “Code of practice for safety in Demolition of Structures.”
2. NFPA 241 Standard for safeguarding Construction, Alteration, and Demolition Operations
3. Canadian Environmental Protection Act
4. Transportation of Dangerous Goods Act

We trust that this information meets your technical requirements at this time. Should you have any questions, or require additional information, please don't hesitate to contact us.

Project
Former Paper Mill Demolition

Site Address
427 Mowat Avenue, Fort Frances, Ontario

Client
CMI

Submittal:
Engineered Demolition Plan – Phase 2

Date
November 3rd, 2020

Prepared by:



&



Ramie Said, P.Eng.
Structural Engineer
(Professional Engineer Seal is for
Demolition Methodology and Sequencing only)

Engineered Demolition Plan

As per the Ontario Building Code, an engineered plan is required when a building meets this requirement.

- A building is greater than 3 storeys in building height or 600 m² in building area,
- If a building structure contains pre-tensioned or post-tensioned members,
- If a building being demolished extends below the footings of adjacent buildings,
- Or for a building where explosives or lasers are to be used

Overview of Buildings in Phase 2

Note: All buildings outlined below in green are to be demolished in Phase 2.



Building Descriptions

A. Screen Building

- ❖ Building No.29, 29A, 29B, 30, 68 & 68A (as designated on the site plan dated September 15, 2009)
- ❖ The buildings are located west of the Kraft Mill side of the property.
- ❖ The building height ranges between one storey and four storeys with a basement. The building has an irregular layout with a footprint of approximately 85,000 ft². The building layout consists of shops, bark processing area, bark conveyor, log transfer area, pump rooms, control rooms, secondary clarifier, offices and washrooms.
- ❖ The building structure consists of following components:
 - Frame system consisting of steel columns and beams supporting floor and roof levels.
 - Load-bearing masonry walls
 - Steel deck supported by open web steel joists spanning to load bearing masonry walls and steel beams/columns.
 - Suspended concrete slabs through out the buildings.
 - Slab on grades and reinforced concrete foundation walls.
 - All foundations, equipment bases and slab on grades to remain at present time



Pre-Demolition:

- ❖ Obtain utility Locates (Ontario One-Call and Private)
- ❖ Electrical utilities shall be disconnected and removed (H₂O Power)
- ❖ Gas utilities shall be disconnected and removed (Enbridge/Centra)
- ❖ Water meters shall be disconnected at the foundation and protected from damage
- ❖ Sanitary and storm lines will be capped at the property line
- ❖ Work area shall be fenced off from public with a minimum 6' tall modular fence.
- ❖ Proper construction signage shall be posted in visible areas indicating demolition in process
- ❖ A demolition permit shall be obtained from the municipality having jurisdiction
- ❖ Notify Ministry of Labour (MOL) of the Project
- ❖ All hazardous and designated substances shall be removed prior to commencing the demolition proceedings.
- ❖ Dust control will be maintained at all times, as required.
- ❖ Install erosion control measure as necessary
- ❖ Localised water and process lines shall be relocated
- ❖ All equipment and buildings shall be de-energized

Hazardous Substance Removal Checklist

- ❖ As per O.Reg 278 and DSS report

Utility Disconnection Contacts

Natural Gas – Enbridge – 1-866-763-5427
Centra Gas Pipelines – 807-482-1039
Electricity – H₂O Power – 807-274-0174
Water and Sewer – Fort Frances - 807-274-9893

Demolition Methodology:

- I. All machine room equipment, raised roofing and signs on the roof shall be removed prior to removing any structural elements.
- II. All underground pipes from the Kraft Mill Effluent Pit to the Lap building, that could be passing near or under the building have to be located and protected during and after demolition.
- III. Use established control measures to control the disbursement of dust. Water shall be used for any dust suppression (if required).
- IV. Demolish all non-structural components prior to demolishing structural elements (i.e. Wall cladding & roof assemblies).
- V. Ensure that all debris falls into the building and that no person is in the building during this time.
- VI. Demolition shall be performed in the reverse order of construction. Structural demolition to start at the roof level and proceed downwards. All buildings will be demolished using a mix of 35-, 45- and 80-Ton Shovels with Second or third member shears and attachment shear to pick apart the building in sequence. This shovel is followed with a 25-Ton equipped with a bucket and thumb, grapple or magnet for onsite sorting of material.
- VII. The structures will be demolished in reverse order to that of construction (roof deck, secondary beams/joists, beams, columns). All buildings will be completed on a grid basis completing one (1) bay at a time. The demolition of a bay will be completed prior to workers leaving at end of day. The machinery will be limited to the slabs-on-grade and the building perimeter only (no equipment on the structural floors).
- VIII. Structural Demolition:
 - a. Direction of demolition is to start on the south elevation moving north with work carried out section by section

- b. The area southeast of the buildings is to be used as staging area.
- c. Start demolition of roof structure perpendicular to the joist direction. The structural members should be demolished one bay at a time from top to bottom.
- d. Lateral force resisting systems (bracing, shear wall, etc.), staircase frame shall be removed one bay at a time.
- e. Demolish and remove from site roof deck between the open web steel joists at the bay.
- f. Demolish and remove from site open web steel joists at the bay.
- g. Demolish and remove from site all beam parallel to the open web steel joists at the bay.
- h. Demolish and remove from site all beams perpendicular to the open web steel joists at the bay.
- i. Remove from site all exterior walls at the bay.
- j. Demolish and remove from site all load bearing walls at the bay.
- k. Demolish and remove from site all steel columns at the bay.
- IX. Remove all concrete/steel beams when only after it is confirmed that they are no longer bearing any loads from the floor/roof above. Building walls can be left provided they are properly supported after the floor structure and beams have been removed.
- X. Remove any columns and drop panels only one level above the floor level being demolished and as long as the floor loads above have been removed.
- XI. Remove floors and continue demolition in the same manner as noted above.
- XII. During systematic demolition the strength and stability of individual structural members may be dependent on the support of other members. Caution should be exercised to avoid unintentionally inducing rapid uncontrolled collapse of the whole or part of the structure.
 - a. When elements of a structure are dismantled by pushing, the point of application of force shall be not less than two-thirds the height of the element measured from the base of the element being pushed.
 - b. Demolition procedure shall be done so that the integrity of no public utility, above or underground may be endangered.
 - c. Walls shall not be subjected to excessive lateral pressures from debris.
 - d. The sequence of the demolition shall be such that, at no time will a wall or portion of a wall or column be left standing unsupported in an unstable condition.
 - e. When walls or parts of walls are pulled, breaking points shall be determined, and structural members weakened to ensure controlled collapse.
- XIII. Material shall be sorted on site and disposed frequently using trailers or bins and hauled as necessary to limit stockpiling. End users and hauling to follow waste management plan (WMP).
- XIV. All C&D and non-hazardous waste to be transported and disposed of at the former Resolute Landfill Site as per O.Reg. 347.
- XV. Rubble is to be used as backfill material. All rubble to be pulverized to less than 1ft minus. Prior to backfilling and grading area to top of foundation walls and/or slab on grade, areas to be backfilled are to be free from debris, snow, ice, water and frozen ground.

Foundation Removal

All foundations, equipment bases and slab on grades shall remain in place.



Risk Management Strategy- Site Specific Health and Safety Plan

CND will ensure that all work is performed in accordance with the OSHA and O.Reg 278. Our Health and Safety representative will review the onsite characteristics and site conditions prior to commencing issues related to the structure. Identifying potential risks with the site and roof structure and briefing the staff prior to starting. Job briefing on daily basis and trips, falls and any other hazard discussions and inspection daily. All demolition will be completed with machine thus reducing the chance of falls etc. Noise, vibration and dust risks are identified furthermore any hazards uncovered during the work identified and handled accordingly.

Site boundaries and exclusion zones need to be identified prior to starting. Demolition activities resulting in falling concrete or flying debris or with potential to affect structural will be monitored as per the plan.

Maps to the nearest health care facility will be onsite. All our vehicles and equipment are outfitted with first aid kits and fire extinguishers. Our site job box will have a spill kit supplies in them. Our safety board also outlines key contacts in case of an emergency and key personnel.

All manual worked faces above 2 meters in heights will be completed with the use of Hydraulic platform.

The structure will be progressively worked from one common face. Care will be taken so as not to destabilize the main structure. At the end of each shift, inspections by the site supervisor in charge will determine as to what temporary measures, if any, will be implemented until the commencement of the next shift.

All personnel must always wear safety helmets within the site. Those involved in the use of flame cutting equipment or straight sided cutting wheels must wear eye protection. Those involved in the use of or working proximity to, equipment such as pneumatic hammers and cutting wheels must wear hearing protection. Breaking out operations will produce high levels of nuisance dust and all involved in breaking out removal of rubble are to wear dust mask.

Entire site perimeter to be fully enclosed with enclosed with suitable security fencing/scaffold gantry as considered necessary by the site supervisor as mentioned above.

All utilities to be disconnected (i.e. isolated) & air gapped. Identify underground services lines and mark clearly prior to completing any digging. Map and safety protocol to be posted on job board prior to starting work. In the event of work close to live service lines, all work modes to be undertaken by hand techniques. Exercise common sense and good housekeeping always. Areas beneath demolition to be cordoned off. Constant evaluation of site safety on a consistent basis.

Implement an effective practicable fire drill for use in the event of an emergency. Comply with the latest edition of the following statutes codes and standards and all amendments thereto.

1. CSA S350-M – “Code of practice for safety in Demolition of Structures.”
2. NFPA 241 Standard for safeguarding Construction, Alteration, and Demolition Operations
3. Canadian Environmental Protection Act
4. Transportation of Dangerous Goods Act

We trust that this information meets your technical requirements at this time. Should you have any questions, or require additional information, please don't hesitate to contact us.

Project
Former Paper Mill Demolition

Site Address
427 Mowat Avenue, Fort Frances, Ontario

Client
CMI

Submittal:
Engineered Demolition Plan – Phase 3

Date
November 3rd, 2020

Prepared by:



&



Ramie Said, P.Eng.
Structural Engineer
(Professional Engineer Seal is for
Demolition Methodology and Sequencing only)

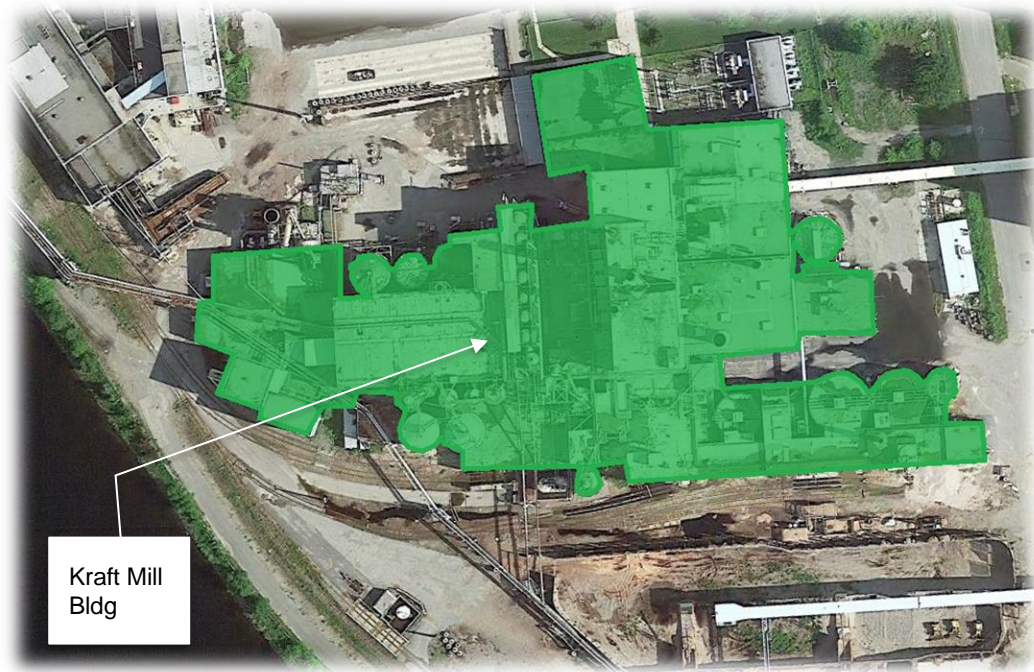
Engineered Demolition Plan

As per the Ontario Building Code, an engineered plan is required when a building meets this requirement.

- A building is greater than 3 storeys in building height or 600 m² in building area,
- If a building structure contains pre-tensioned or post-tensioned members,
- If a building being demolished extends below the footings of adjacent buildings,
- Or for a building where explosives or lasers are to be used

Overview of Buildings in Phase 3

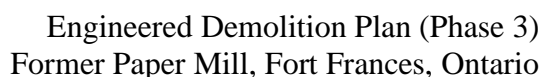
Note: All buildings outlined below in green are to be demolished in Phase 3.



Building Descriptions

A. Kraft Mill Building

- ❖ Building No.31, 31A, 32, 33, 34, 34A, 38 & 39 (as designated on the site plan dated September 15, 2009)
- ❖ The buildings are located in the central part of the Kraft Mill side of the property.
- ❖ The building height ranges between one storey and nine storeys with a basement. The building has an irregular layout with a footprint of approximately 165,000 ft². The building layout consists of a maintenance area, tall oil unit, cogeneration unit, chiller units, choline dioxide generating units, chemical preparation area, boiler units, offices and washrooms.
- ❖ The building structure consists of following components:
 - Frame system consisting of steel columns and beams supporting floor and roof levels.
 - Load-bearing masonry walls
 - Steel deck supported by open web steel joists spanning to load bearing masonry walls and steel beams/columns.
 - Suspended concrete slabs through out the buildings.
 - Slab on grades and reinforced concrete foundation walls.
 - All foundations, equipment bases and slab on grades to remain at present time



- ❖ Obtain utility Locates (Ontario One-Call and Private)
- ❖ Electrical utilities shall be disconnected and removed (H₂O Power)
- ❖ Gas utilities shall be disconnected and removed (Enbridge/Centra)
- ❖ Water meters shall be disconnected at the foundation and protected from damage
- ❖ Sanitary and storm lines will be capped at the property line
- ❖ Work area shall be fenced off from public with a minimum 6' tall modular fence.
- ❖ Proper construction signage shall be posted in visible areas indicating demolition in process
- ❖ A demolition permit shall be obtained from the municipality having jurisdiction
- ❖ Notify Ministry of Labour (MOL) of the Project
- ❖ All hazardous and designated substances shall be removed prior to commencing the demolition proceedings.
- ❖ Dust control will be maintained at all times, as required.
- ❖ Install erosion control measure as necessary
- ❖ Localised water and process lines shall be relocated
- ❖ All equipment and buildings shall be de-energized

- ❖ As per O.Reg 278 and DSS report

Natural Gas – Enbridge – 1-866-763-5427
 Centra Gas Pipelines – 807-482-1039
 Electricity – H₂O Power – 807-274-0174
 Water and Sewer – Fort Frances - 807-274-9893

- I. All machine room equipment, raised roofing and signs on the roof shall be removed prior to removing any structural elements.
- II. Use established control measures to control the disbursement of dust. Water shall be used for any dust suppression (if required).
- III. Demolish all non-structural components prior to demolishing structural elements (i.e. Wall cladding & roof assemblies).
- IV. Ensure that all debris falls into the building and that no person is in the building during this time.
- V. Demolition shall be performed in the reverse order of construction. Structural demolition to start at the roof level and proceed downwards. All buildings will be demolished using a mix of 35-, 45- and 80-Ton Shovels with Second or third member shears and attachment shear to pick apart the building in sequence. This shovel is followed with a 25-Ton equipped with a bucket and thumb, grapple or magnet for onsite sorting of material.
- VI. The structures will be demolished in reverse order to that of construction (roof deck, secondary beams/joists, beams, columns). All buildings will be completed on a grid basis completing one (1) bay at a time. The demolition of a bay will be completed prior to workers leaving at end of day. The machinery will be limited to the slabs-on-grade and the building perimeter only (no equipment on the structural floors).
- VII. Structural Demolition:
 - a. Direction of demolition is to start on the west elevation moving east with work carried out section by section
 - b. The area northwest of the buildings is to be used as staging area.
 - c. Start demolition of roof structure perpendicular to the joist direction. The structural members should be demolished one bay at a time from top to bottom.

- d. Lateral force resisting systems (bracing, shear wall, etc.), staircase frame shall be removed one bay at a time.
 - e. Demolish and remove from site roof deck between the open web steel joists at the bay.
 - f. Demolish and remove from site open web steel joists at the bay.
 - g. Demolish and remove from site all beam parallel to the open web steel joists at the bay.
 - h. Demolish and remove from site all beams perpendicular to the open web steel joists at the bay.
 - i. Remove from site all exterior walls at the bay.
 - j. Demolish and remove from site all load bearing walls at the bay.
 - k. Demolish and remove from site all steel columns at the bay.
- VIII. Remove all concrete/steel beams when only after it is confirmed that they are no longer bearing any loads from the floor/roof above. Building walls can be left provided they are properly supported after the floor structure and beams have been removed.
- IX. Remove any columns and drop panels only one level above the floor level being demolished and as long as the floor loads above have been removed.
- X. Remove floors and continue demolition in the same manner as noted above.
- XI. During systematic demolition the strength and stability of individual structural members may be dependent on the support of other members. Caution should be exercised to avoid unintentionally inducing rapid uncontrolled collapse of the whole or part of the structure.
- a. When elements of a structure are dismantled by pushing, the point of application of force shall be not less than two-thirds the height of the element measured from the base of the element being pushed.
 - b. Demolition procedure shall be done so that the integrity of no public utility, above or underground may be endangered.
 - c. Walls shall not be subjected to excessive lateral pressures from debris.
 - d. The sequence of the demolition shall be such that, at no time will a wall or portion of a wall or column be left standing unsupported in an unstable condition.
 - e. When walls or parts of walls are pulled, breaking points shall be determined, and structural members weakened to ensure controlled collapse.
- XII. Material shall be sorted on site and disposed frequently using trailers or bins and hauled as necessary to limit stockpiling. End users and hauling to follow waste management plan (WMP).
- XIII. All C&D and non-hazardous waste to be transported and disposed of at the former Resolute Landfill Site as per O.Reg. 347.
- XIV. Rubble is to be used as backfill material. All rubble to be pulverized to less than 1ft minus. Prior to backfilling and grading area to top of foundation walls and/or slab on grade, areas to be backfilled are to be free from debris, snow, ice, water and frozen ground.

Foundation Removal

All foundations, equipment bases and slab on grades shall remain in place.

Portions of Building to Remain:

For the removal of the Power Group Building structure, the tallest portion of the Kraft Mill Building, it will be weakened and pulled to the ground to allow for safer access to the building components for separation. Canadian National Demolition Services (CND) shall follow the detailed engineered plan that will be provided by DST Consulting Engineers, a Division of Englobe (DST) at a later date.

Therefore, at this time, the demolition activities shall be stopped at the following point in the building structure in order to ensure that the building section continues to be properly supported (see red area in Figure below).

As for the area highlighted in orange in the Figure below, that portion of the building is part of Phase 4 and therefore the building's structure shall remain. Demolition activities shall be stopped at the outlined area to ensure that the structure in that area continues to preform as intended. Enclosing the Phase 4 portion that remains is the responsibility of the Owner.





Risk Management Strategy- Site Specific Health and Safety Plan

CND will ensure that all work is performed in accordance with the OSHA and O.Reg 278. Our Health and Safety representative will review the onsite characteristics and site conditions prior to commencing issues related to the structure. Identifying potential risks with the site and roof structure and briefing the staff prior to starting. Job briefing on daily basis and trips, falls and any other hazard discussions and inspection daily. All demolition will be completed with machine thus reducing the chance of falls etc. Noise, vibration and dust risks are identified furthermore any hazards uncovered during the work identified and handled accordingly.

Site boundaries and exclusion zones need to be identified prior to starting. Demolition activities resulting in falling concrete or flying debris or with potential to affect structural will be monitored as per the plan.

Maps to the nearest health care facility will be onsite. All our vehicles and equipment are outfitted with first aid kits and fire extinguishers. Our site job box will have a spill kit supplies in them. Our safety board also outlines key contacts in case of an emergency and key personnel.

All manual worked faces above 2 meters in heights will be completed with the use of Hydraulic platform.

The structure will be progressively worked from one common face. Care will be taken so as not to destabilize the main structure. At the end of each shift, inspections by the site supervisor in charge will determine as to what temporary measures, if any, will be implemented until the commencement of the next shift.

All personnel must always wear safety helmets within the site. Those involved in the use of flame cutting equipment or straight sided cutting wheels must wear eye protection. Those involved in the use of or working proximity to, equipment such as pneumatic hammers and cutting wheels must wear hearing protection. Breaking out operations will produce high levels of nuisance dust and all involved in breaking out removal of rubble are to wear dust mask.


Entire site perimeter to be fully enclosed with enclosed with suitable security fencing/scaffold gantry as considered necessary by the site supervisor as mentioned above.

All utilities to be disconnected (i.e. isolated) & air gapped. Identify underground services lines and mark clearly prior to completing any digging. Map and safety protocol to be posted on job board prior to starting work. In the event of work close to live service lines, all work modes to be undertaken by hand techniques. Exercise common sense and good housekeeping always. Areas beneath demolition to be cordoned off. Constant evaluation of site safety on a consistent basis.

Implement an effective practicable fire drill for use in the event of an emergency. Comply with the latest edition of the following statutes codes and standards and all amendments thereto.

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2. NFPA 241 Standard for safeguarding Construction, Alteration, and Demolition Operations
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We trust that this information meets your technical requirements at this time. Should you have any questions, or require additional information, please don't hesitate to contact us.

	Canadian National Demolition	Rev: 0	Page: 1
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Dust Control Plan	Approved by:	Date: October 2020	

INTRODUCTION

This dust control plan is designed to provide worker safety, limit the environmental hazards of fugitive dust and to provide effective control of fugitive dust during the demolition of the Fort Francis Paper Mill Demolition Project. The plan discusses what workers are to do in the event of complaints of fugitive dust, EHS safety, supervisors and related duties

Purpose

As per the approved demolition plan Canadian National Demolition will implement a dust control plan in order to address nuisance dust or silica containing dust created from the demolition of concrete structures.

Relevant Codes and Standards

Canadian National Demolition will ensure any additional locally legislated regulations and/or clients work procedure requirements are adhered to as well as ensure the employee performing the task has been adequately informed of all potential hazards and action to be taken relative to precautions and the limiting fugitive dust. Additionally, the following standard will apply to all Canadian National Demolition work site


- 1) Canadian National Demolition EHS Manual and H&S Plan
- 2) Provincial OH&SA & Regulations
- 3) Client specific policies and procedures

Tools/Equipment that may be used:

- (Potential) of Mobile water trucks
- Poly Tarps
- Brooms
- HEPA vacuums
- Water Lines/ Garden Hoses
- Additional water misting equipment as required

Protective Clothing (CSA approved PPE) that may be used:

1. Head protection
2. Eye protection: Goggles must when removing excess dust
3. Foot protection: green triangle patch steel toed with metatarsals safety work boots
4. Hand protection: gloves suitable for the task
Coveralls or Body and limb protection: disposable long sleeves coveralls impervious to dust (tyvek type) when required
5. Respiratory Protection: half or full-face air purifying respirators equipped with appropriate cartridges and filters NIOSH /P100

	Canadian National Demolition	Rev: 0	Page: 2
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Dust Control Plan	Approved by:	Date: October 2020	

Possible Hazards to be considered:

1. Wet floors / poor housekeeping
2. Floor openings not protected / barricaded
3. Health hazard to workers when exposed to airborne dusts
4. Health hazard to adjacent areas when exposed to airborne fibres or dusts
5. Long term health effects
6. Sprains and strains as a result of the manual material handling
7. Malfunctioning PPE
8. Physical damage to equipment
9. Live utilities


Fugitive Dust Control Methodology:

It is Canadian National Demolitions intention to control fugitive dust generated from our operations from escaping into the surrounding environment in the following manner:

- During the demolition of the building Canadian National Demolition, when required will implement “water misting” practices in order to mitigate the dust from becoming airborne and migrating into the environment outside of the worksite
- Prior to the start of the demolition, Canadian National Demolition will, as required pre-wet areas to be demolished via water hose, 2” water lines and mobile water trucks. Additional water misting equipment maybe implemented as required
- Dust that accumulates on the ground during the demolition process will be collected via skid steers and loaded into tarped bin and removed from site
- If excessively high particulate levels of dust are determined to be being created by the Canadian National Demolition operations a work stoppage will have to occur and an emergency meeting between Canadian National Demolition and client representatives will be scheduled and other mitigation measures that are outside of the Canadian National Demolition scope of work will need to be discussed and implemented prior to starting work again

Specific Tasks to be Defined:

1. Define the job tasks related to the work area and all persons to review and signoff on plan so that all workers are informed of any hazards associated with the dust hazard and mitigation techniques to reduce the risk
2. Properly place and inspect tools and equipment as outlined in the equipment required portion of this document: ensure all tools and equipment are in good working order and readily available
3. Ensure housekeeping area is well maintained (clean and clear work area as work progresses)
4. Misting of the accumulations of dust
5. Wet sweeping of the areas
6. HEPA vacuuming of areas
7. Shoveling and bagging of dust
8. Moving / Storage of the hazardous materials

	Canadian National Demolition	Rev: 0	Page: 3
Subject: Fort Francis Paper Mill Demolition Project			
Doc: Dust Control Plan	Approved by:	Date: October 2020	

9. Final Cleanup of areas and removal of excess water