

# TOWN OF FORT FRANCES

## AGENDA - April 26, 2021

### MEETING - virtually

Page

1. **COUNCIL MEETING**  
(Session No. 064) to immediately follow the Committee of the Whole
  - 1.1 Call to Order
  - 1.2 Territorial Acknowledgement
  - 1.3 Moment of Meditation
  - 1.4 Disclosure of pecuniary interest and the general nature thereof.
2. **Consent Agenda:**
  - 2.1 Items Referred from Committee of the Whole
  - 2.2 Email from J. Lampi-Hughes, Owner, Energy Fitness re: Request for Tax Break Policy 4 - 5  
- will be referred to the Administration & Finance Executive Committee for recommendation.
  - 2.3 Email from M. Fraczkievicz, 5th Street East Resident re: Culvert Concerns 6 - 8  
- will be referred to the Operations & Facilities Executive Committee for recommendation.
  - 2.4 Letter from A. Bedard, Fort Frances Resident re: Concern for Memorial Trees on King's Hwy 9  
- will be referred to the Operations & Facilities Executive Committee for recommendation.
3. **Approval of Council Minutes: \***
  - 3.1 Session Nos. 061 and 062 both dated April 12, 2021
4. **Approval of Committee of the Whole Minutes: \***
  - 4.1 Session No. 062 dated March 31, 2021 and Session Nos. 063 and 064 dated April 12, 2021
5. **Resolutions from tonight's Committee of the Whole meeting**
6. **By-Laws:**

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6.1 By-law 13/20-A being a by-law to amend by-law 13/20, a by-law regarding certain property owned by the Corporation of the Town of Fort Frances.	10 - 19
6.2 By-law 17/21 being a by-law to authorize execution of a site plan control agreement as a condition of demolition with 2670568 Ontario Limited.	20 - 116
6.3 By-law 18/21 being a by-law to approve a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshall.	117 - 131
6.4 By-law 19/21 being a by-law to authorize entering into an agreement with Public Sector Digest Inc. for the implementation of CityWide Budgeting modules.	132 - 141
<b>7. <u>New Items - None.</u></b>	
<b>8. <u>Information Correspondence:</u></b>	
8.1 Letter dated April 19, 2021 from Northwestern Ontario Municipal Association (NOMA) re: Northern Ontario School of Medicine dissolve partnership (with additional supporting email from MPP Gravelle)	142 - 146
8.2 Letter from Town of Plympton-Wyoming re: Resolution Support for 988	147 - 149
8.3 Letter dated April 15, 2021 from Rainy River Future Development Corporation re: Membership Information	150
<b>9. <u>Minutes of Local Boards / Committees:</u></b>	
9.1 Planning & Development Executive Committee - April 5, 2021	151 - 154
9.2 Community Services Executive Committee - April 5, 2021	155 - 173
9.3 Administration & Finance Executive Committee - March 16, 2021	174 - 179
9.4 Operations & Facilities Executive Committee - March 17, 2021	180 - 181
9.5 Downtown BIA Board of Management - March 10, 2021	182 - 184
<b>10. <u>In-Camera:</u></b>	
10.1 Labour relations or employee negotiations: Pending Matter	

- 10.2 Personal matters about an identifiable individual, including municipal or local board employees: RFP Recommendation

11. **Public Session Resumes:**
12. **Resolutions Required as a result of In-Camera discussions:**
13. **ADJOURNMENT**
14. **\* Previously distributed to Council**
15. **\*\* Items can be viewed by contacting the Clerk**

**From:** [Town](#)  
**To:** [Lisa Slomke](#)  
**Subject:** FW: [External] Tax Relief 2021?  
**Date:** Tuesday, April 13, 2021 9:02:45 AM

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**From:** Jackie Lampi-Hughes <jackenergy@shaw.ca>  
**Sent:** Tuesday, April 13, 2021 8:11 AM  
**To:** town@fort-frances.com  
**Subject:** [External] Tax Relief 2021?

**[EXTERNAL]** Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).

**Mayor & Council,**

I am writing to Council to ask that they kindly put a policy in place for businesses to receive a TAX break when closed during a WORLD WIDE PANDEMIC.

I have now been forced to close in 2021, yet AGAIN! Which means I have been CLOSED 9 OUT OF 14 WEEKS...

I was penalized for paying 19k late on my property taxes in 2020 when I was closed 7 out of 12 months. It was upsetting as many areas in our district waved late fees!

I am sure after one year into this pandemic we can reassess for LOCAL business owners for this year as we continue to be CLOSED!

I look forward to hearing from you...and how Town Council can help a LOCAL BUSINESS owner who has promoted health in the district for over 16 years!

Thanks for your time and understanding,

Jackie Lampi-Hughes



## Energy Fitness Centre Owner/Manager

Sent from [Mail](#) for Windows 10

**From:** marjan frackiewicz <[marjan\\_z71@hotmail.com](mailto:marjan_z71@hotmail.com)>  
**Sent:** Tuesday, April 13, 2021 12:35 PM  
**To:** Town <[town@fortfrances.ca](mailto:town@fortfrances.ca)>  
**Subject:** [External] Mayor and Members of Council

**[EXTERNAL]** Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).

Please review the following regarding the culvert at the end of my driveway on 136 5th Street East

The culvert is rotten, the ground has sunk around the culvert due to all the rain that pools in my property/driveway from surrounding properties. I do not see how the replacement/ repair cost is on me when the placement of the culvert and the fact that the ditches are also not done properly which causes flooding and the drainage is 6-7 houses away on each side and my property is the lowest. When asked about having the repair done privately I was told that was not possible due to a bylaw and it had to be completed by the town but that the cost was on my dime when clearly this is not my issue. Looking for some resolution as this has now become a safety hazard. I would like to work with you and the town in resolving this ongoing problem. Please feel free to contact me at 807-271-4410. Thank you for your time regarding this matter. Mar Frackiewicz

From: [John](#)  
 To: [John](#)  
 Subject: [\[EXTERNAL\] Mayor and Members of Council](#)  
 Date: Tuesday, April 13, 2021 1:46:16 PM

From: marjan frackiewicz <marjan\_271@hotmail.com>  
 Sent: Tuesday, April 13, 2021 12:35 PM  
 To: Town <town@fortfrances.ca>  
 Subject: [EXTERNAL] Mayor and Members of Council

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Sent from my Bell Samsung device over Canada's largest network.



Mayor June Caul ,  
Members of Fort Frances Council,  
Fort Frances , Ontario

April 17 , 2021



Dear Members of Council ,

I have been contacted by a number of taxpayers respecting the road work that will proceed on King's Highway . It was stated to me - that this road construction will result in the removal of the Memorial Veteran Trees - that were planted in recognition - & - in the memory of our Fallen Fort Frances Military Heroes - who gave their life in the Service of Canada during World War 1 - & - World War 11 .

I believe there were 80 Veterans from this area who lost their lives in these two World Wars . These trees were planted in Honor of their sacrifice - their Memory - & - was meant to be a lasting tribute to them - including a lasting " Memorial Recognition" for the families who lost loved ones, who went off into Canada's War's - to maintain our Freedom - & - Democracy ..Many of these family members still live here in our Community and District .

It seems there is absolutely no respect for this Memorial by Council - & - to cut these trees down is a sharp slap in the face of each one of those brave Veterans who gave their life for this Country . It is Politically gruesome - disrespectful - & - as low as any Politician can get in my opinion .

I am asking Council on behalf of the people I talked to - to cancel this disgraceful event - out of respect for all our Veterans - & - especially for those who gave their life for our Freedom - & - Democracy - & - their families .

These Veterans deserve better - Our Community deserves better - & - those who gave their lives up in service - & - their families deserve better .. So Please - stop this project - or devise a strategy that will preserve this very special - & - unique Memorial . Please keep - " THE MEMORIAL TREES ON KINGS HWY " .

Please call me - & - let me know Council's response to this letter - & - our request ..

Yours Truly ,

Allan T Bedard ( Advocate )

274-9202 home phone - no Message Board -- 271-0420 cell - has Message Board

P.O. Box 415 , Fort Frances , Ontario - P9A 3M7

Cc

Parties to this complaint

Royal Canadian Legion

Open Letter to The Editor

Radio Station Fort Frances

G. Rickford M.P.P. - your comments are requested

M . Polowski M.P - your comments are requested

**TOWN OF FORT FRANCES**

**BY-LAW NO. 13/20 - A**

(BEING a by-law to amend by-law 13/20, a by-law regarding certain property owned by the Corporation of the Town of Fort Frances)

WHEREAS on January 13, 2020, Council approved a report from E. Slomke, Clerk as recommended by the Planning and Development Executive Committee to establish lot prices and a form of agreement of purchase and sale for Erin Crescent properties;

AND WHEREAS on March 22, 2021, Council approved a report from E. Slomke, Clerk as recommended by the Planning and Development Executive Committee to amend the established lot prices and form of agreement of purchase and sale for Erin Crescent properties;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the Property be and is approved for sale and disposition in accordance with the terms and conditions set out in the Agreement of Purchase and Sale (APS) attached to and forming part of this By-law as Schedule 'A'.

2. THAT the lot prices be established as follows:

Lot 22	\$	46,900.00
Lot 8	\$	47,600.00
Lots 7, 23, 24	\$	48,400.00
Lots 55 - 61	\$	49,800.00
Lots 12 - 18, 54, 62	\$	52,000.00
Lot 19	\$	57,700.00
Lot 9	\$	60,600.00
Lot 21	\$	65,700.00
Lot 11	\$	72,200.00
Lot 10	\$	82,800.00
Lot 20	\$	86,400.00

3. THAT the Mayor and Clerk shall be and are hereby authorized and directed for and on behalf of the Municipality to take all steps, and to do all acts and things, and to complete, execute, amend, and deliver any and all documentation under the seal of the Municipality, as may be necessary or desirable to give effect to the foregoing.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 26th day of April 2021.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

## Offer to Purchase/Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this ..... day of ....., 20.....

**BUYER**, ..... (the "Buyer", or the Transferee"), agrees to purchase from

(Full legal names of all Buyers)

**SELLER**, ..... **The Corporation of the Town of Fort Frances** ..... (the "Seller", or the "Town", or the "Transferor"), the following

**REAL PROPERTY** (the "property"):

Address .....

fronting on the ..... side of **Erin Crescent**

in the **Town of Fort Frances, District of Rainy River, Ontario**

legally described as .....

.....  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE** (the "Purchase Price"): .....

.....Dollars (CDN\$) .....

**DEPOSIT** (the "Deposit"): Buyer submits ..... Fifteen Hundred Dollars .....

(Herewith)

.....Dollars (CDN\$)..... \$1500.00 .....

by negotiable cheque payable to **The Corporation of the Town of Fort Frances** "Deposit Holder" to be, subject to as otherwise set out in this Agreement of Purchase and Sale (the "Agreement"), held in trust pending completion or other termination of this Agreement to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the Deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, no interest shall be earned, received or paid on the Deposit.

**Buyer agrees to pay the balance of the Purchase Price to the Seller on the completion date subject to any increase or decrease by virtue of adjustments (if any).**

**SCHEDULE(S)** **A and B** ..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by..... Buyer ..... until.....on  
(Seller/Buyer)  
the ..... day of ....., 20....., after which time, if not accepted, this offer shall be null and void and the Deposit shall be returned to the Buyer in full without interest.
2. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:00 p.m. on the ..... day of ....., 20..... (herein referred to as the "completion date" or the "closing date"). Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):**



**INITIALS OF SELLER(S):**



3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Fax No.: .....807-274-8479..... Fax No.: .....  
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: .....Islomke@fortfrances.ca..... Email Address: .....  
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** .....

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: .....

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST) then such tax shall be ..... **in addition to** .....the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of ....., 20..... (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, that its present use ( ..... ) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L.4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990 and any amendments thereto.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 and any amendments thereto unless Seller's spouse has executed the consent hereinafter provided.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal in the presence of:

(Witness)	(Buyer)	* DATE (Seal)
(Witness)	(Buyer)	* DATE (Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof I have hereunto set my hand and seal: in the presence of:

The Corporation of the Town of Fort Frances

(Witness)	per: J. Caul, Mayor	DATE (Seal)
(Witness)	per: E. Slomke, Clerk	DATE

We have authority to bind the corporation.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... a.m./p.m this ..... day of ....., 20..... .

\_\_\_\_\_  
(Signature of Seller or Buyer)

### INFORMATION ON BROKERAGE(S)

Listing Brokerage .....  
Phone ..... Fax .....  
Co-operating/Buyer Brokerage .....  
Phone ..... Fax .....

### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE .....  
(Seller)

..... DATE .....  
(Buyer)

..... DATE .....  
(Seller)

..... DATE .....  
(Buyer)

Address for Service: .....

Address for Service: .....

.....Phone .....

.....Phone .....

Seller's Lawyer ..Clare Allan Brunetta Law Office

Buyer's Lawyer .....

Address ..420 Victoria Ave, Fort Frances, Ontario  
P9A 3M9

Address.....

.. (807) 274-9800 ..... (807) 274-8760 .....  
Phone Fax

.....  
Phone Fax

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



## Schedule A Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** ....., and

**SELLER,** ..... The Corporation of the Town of Fort Frances .....

1. Notwithstanding anything contained in this Agreement:

(a) the Buyer shall:

(i) on or before a date which is 5 years from the completion date, complete the construction, in and on the property, of a single family detached residential dwelling (the "Single Family Dwelling"), which Single Family Dwelling shall otherwise comply with the minimum size, dimension, and other requirements of the Town's zoning by-law;

(ii) be in receipt, from the Town, of a permit authorizing occupancy of the Single Family Dwelling for residential occupancy; and

(b) If the Buyer fails to fulfill the Buyer's obligations as set out in paragraph 1(a) of this Schedule A, then, notwithstanding the transfer of the property to the Buyer or otherwise, and in addition to any other rights and/or remedies of or available to the Town and whether by law, statute, equity, or otherwise, it is understood and agreed that the Buyer shall, within 90 days of receiving notice from the Town to do so, transfer ("Transfer"), at no cost or expense to the Town, the property to the Town free and clear of all registered charges, liens and encumbrances whatsoever except for any charges or encumbrances registered by or in favour of the Town.

The Buyer and the Town agree that no monies whatsoever shall or need be paid by the Town to the Buyer for or in respect of such Transfer of the property to the Town, whether because of any work and/or improvements and/or otherwise (collectively referred to as "Improvements") done or made by the Buyer or anyone else in or to the property or otherwise. Neither any Improvements nor any cost or expense therefor and/or otherwise shall be nor need be paid and/or reimbursed by the Town to the Buyer or otherwise; all Improvements shall be forfeited to, and be and become the property of the Town upon the Transfer of the property to the Town without any compensation or otherwise for or in respect thereof to the Buyer and/or anyone else; and

(c) If the transaction contemplated in and by this Agreement fails to close for any reason other than default by the Seller, one-half of the Deposit shall, without prejudice to and without limiting any other right or remedy the Seller may have in law or equity, be forfeited to and remain the property of the Seller as liquidated damages and not as a penalty.

INITIALS OF BUYER(S):

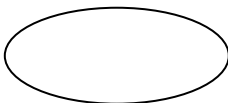


INITIALS OF SELLER(S):



2. It is acknowledged and agreed by the Buyer that the transfer of the property to the Buyer on closing shall contain and be subject to a reservation of easement in favour of the Seller in the form attached hereto as Schedule B, and that the property which is affected by and subject to such reservation of easement are those lands currently designated as Part 1 on Plan 48R-4590 (re Lot 9 PI 48M-368); Part 2 on Plan 48R-4590 (re Lot 10 PI 48M-368); Part 12 on Plan 48R-4590 (re Lot 19 PI 48M-368); and Part 13 on Plan 48R-4590 (re Lot 20 PI 48M-368).
3. The covenants contained herein shall run with the property, and bind the property and the Buyer for the benefit of the lands and premises of the Town.
4. It is covenanted and agreed by and between the parties that, notwithstanding anything contained in this Agreement, any and all conditions, covenants, agreements, and otherwise of the Buyer contained in this Agreement (including, without limitation, in Schedule A, and/or in any documents to be delivered by the Buyer on closing), shall not merge in the closing of the purchase and sale transaction contemplated herein, nor in the conveyance of ownership of the property by the Seller, but shall remain in full force and effect subsequent to the completion date.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



## Schedule B Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** ....., and

**SELLER,** ..... The Corporation of the Town of Fort Frances .....

### RESERVATION OF EASEMENT IN GROSS

RESERVING a free uninterrupted and unobstructed right and easement, in perpetuity, in, over, and along the [legal description of lands which are subject to the easement] (the "Easement Lands") to and for the benefit of the Transferor and its successors, assigns, licensees, employees, contractors, agents, workmen, and/or other representatives, for the laying down, construction, operation, maintenance, inspection, removal, replacement, repair, and/or renewal of, and/or to make additions to or in, sewer lines, storm sewers, sanitary sewer(s), watermain(s), water lines, drains, water supply, service and/or other line(s), and/or for any other purposes as the Transferor may require, together with and including all such equipment, installations, structures, markers, manholes, anchors, accesses, hydrants, service boxes, catch basins, fixtures, and/or other things, and all appurtenances thereto, as the Transferor may from time to time or at any time hereafter deem requisite (all or any of which things and/or works are herein referred to as the "Facilities") upon, over, under, along or across the Easement Lands; together with the right of free and unimpeded, ingress, egress, and excavation, and otherwise therein, thereunder, and thereon, and otherwise as may be required by the Transferor and its successors, assigns, licensees, employees, contractors, agents, workmen, and/or other representatives, and vehicles, supplies, equipment and otherwise at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby granted, including, without limitation, the right to remove, clear, trim, sever, and fell any obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities.

THE TRANSFeree shall, subject hereto, have the right to fully use and enjoy the Easement Lands provided that without the prior written consent of the Transferor, such consent not be unreasonably withheld:

- (a) the Transferee shall not place any buildings or other structures or dig, drill, pave, excavate in, on, and/or within the Easement Lands; and
- (b) no fill shall be deposited or removed from the Easement Lands, nor shall anything be done by the Transferee which might injure or damage the works or render more costly the restoration of the Easement Lands.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



**TOWN OF FORT FRANCES  
BY-LAW NO. XX/XX**

(Being a By-Law to authorize execution of a site plan control agreement as a condition of demolition with 2670568 Ontario Limited)

**WHEREAS** Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

**AND WHEREAS** the Official Plan in effect for the Town of Fort Frances designates the entire Town as a site plan control area;

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held August 10, 2020 approved the report from C. Vangel, CBO/Municipal Planner, as supported by the Planning & Development Executive Committee, to designate the demolition project as a Site Plan Control Area and further that a Site Plan Agreement be approved;

**AND WHEREAS** Mayor and Clerk of the Town of Fort Frances are authorized to execute the Site Plan Control Agreement.

**NOW THEREFORE** Council for the Corporation of the Town of Fort Frances

**HEREBY ENACTS** as follows:

1. That lands municipally known as the Mill Properties, legally described in Schedule 1 of the Agreement, are hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between 2670568 Ontario Limited and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 26<sup>th</sup> day of April 2021.

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J.Caul, MAYOR

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E.Slomke, CLERK



**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;

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- (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

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## 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;

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- (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

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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.

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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.

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- (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;

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- (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 and drains towards Rainy River; and,
  - (ii) To adhere to the Storm Water Management Plan submitted to the Municipality.
- (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



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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

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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.

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- (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.

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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:

2670568 Ontario Limited  
203 Main Street West  
P.O. Box 365  
Otterville, ON N0J 1R0

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.

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## 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.

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## 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	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			



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 &amp; L TOWN PLOT ALBERTON PART 2 48R832; EXCEPT PART 1 48R3292; PART LOTS I, J &amp; L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PARTS 4 &amp; 5, 48R4167 IN FAVOUR OF PART BLK 2 PL SM149 MCIRVINE PARTS 1, 2 &amp; 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 &amp; 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 &amp; 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 &amp; PART LOC FD306 BEING PARTS 1,2,3,4 48R4516 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE &amp; PART BLK 2 SM149 MCIRVINE PARTS 1 &amp; 2 48R4138 AS IN RD33040; TOGETHER WITH AN EASEMENT OVER PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PARTS 1, 2 &amp; 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**

### **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.
  
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.

## 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:        2670568 Ontario Limited  
                              203 Main Street West  
                              P.O. Box 365  
                              Otterville, ON   N0J 1R0

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 4<sup>th</sup> 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:



## **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

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



## **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.
<b>Philips Electronics</b>	✓ Coding system changed in 1980. Ballasts made after 1979 are marked as being PCB FREE
<b>Sola Canada</b>	✓ 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:**



&



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



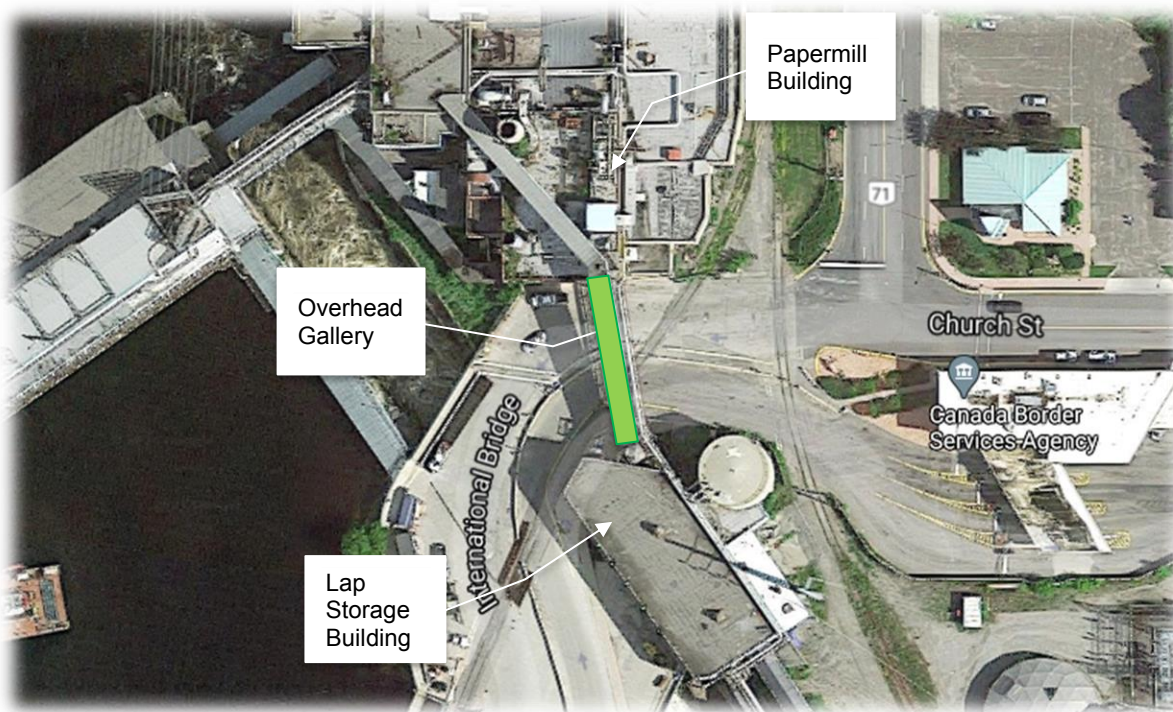
## Engineered Demolition Plan (Overhead Gallery) Former Paper Mill, Fort Frances, Ontario

### 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 m<sup>2</sup> 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.





## Engineered Demolition Plan (Overhead Gallery) Former Paper Mill, Fort Frances, Ontario

### **Pre-Demolition:**

- ❖ Obtain utility Locates (Ontario One-Call and Private)
- ❖ Electrical utilities shall be disconnected and removed (H<sub>2</sub>O 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 Boarder 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 – H<sub>2</sub>O 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.



Engineered Demolition Plan (Overhead Gallery)  
Former Paper Mill, Fort Frances, Ontario

### 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.

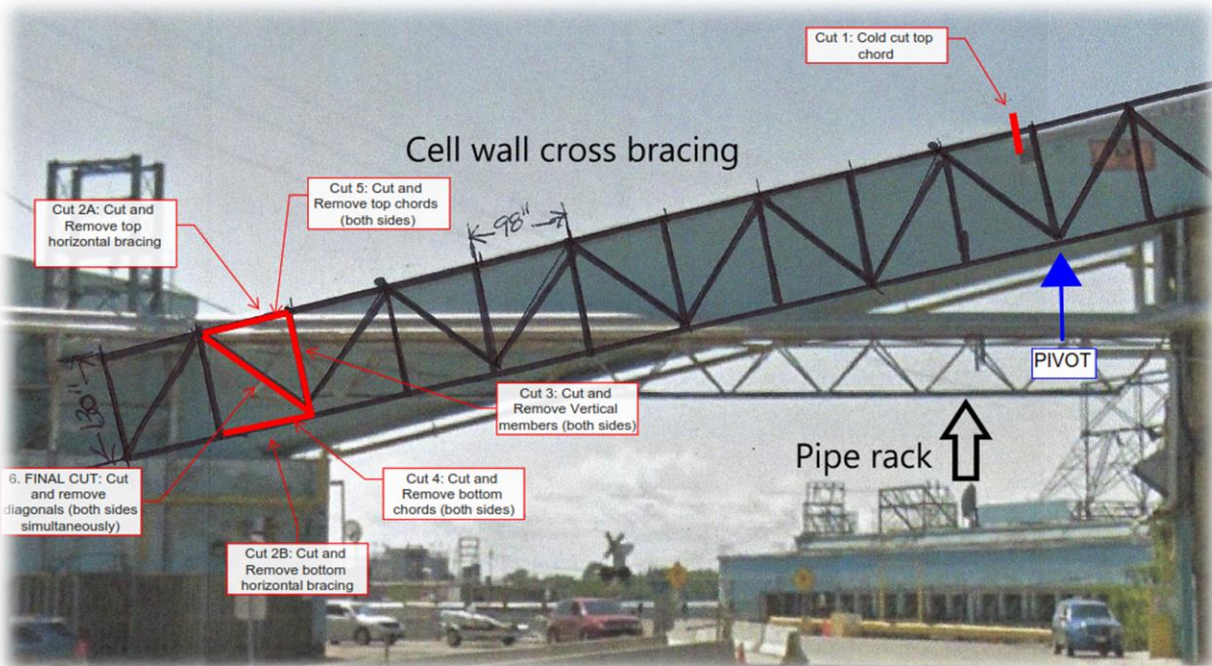


Figure 1: Overhead Gallery Demolition Sequence



## Engineered Demolition Plan (Overhead Gallery) Former Paper Mill, Fort Frances, Ontario

### **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 13<sup>th</sup>, 2020**

**Prepared by:**



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





## Engineered Demolition Plan (Phase 1) Former Paper Mill, Fort Frances, Ontario

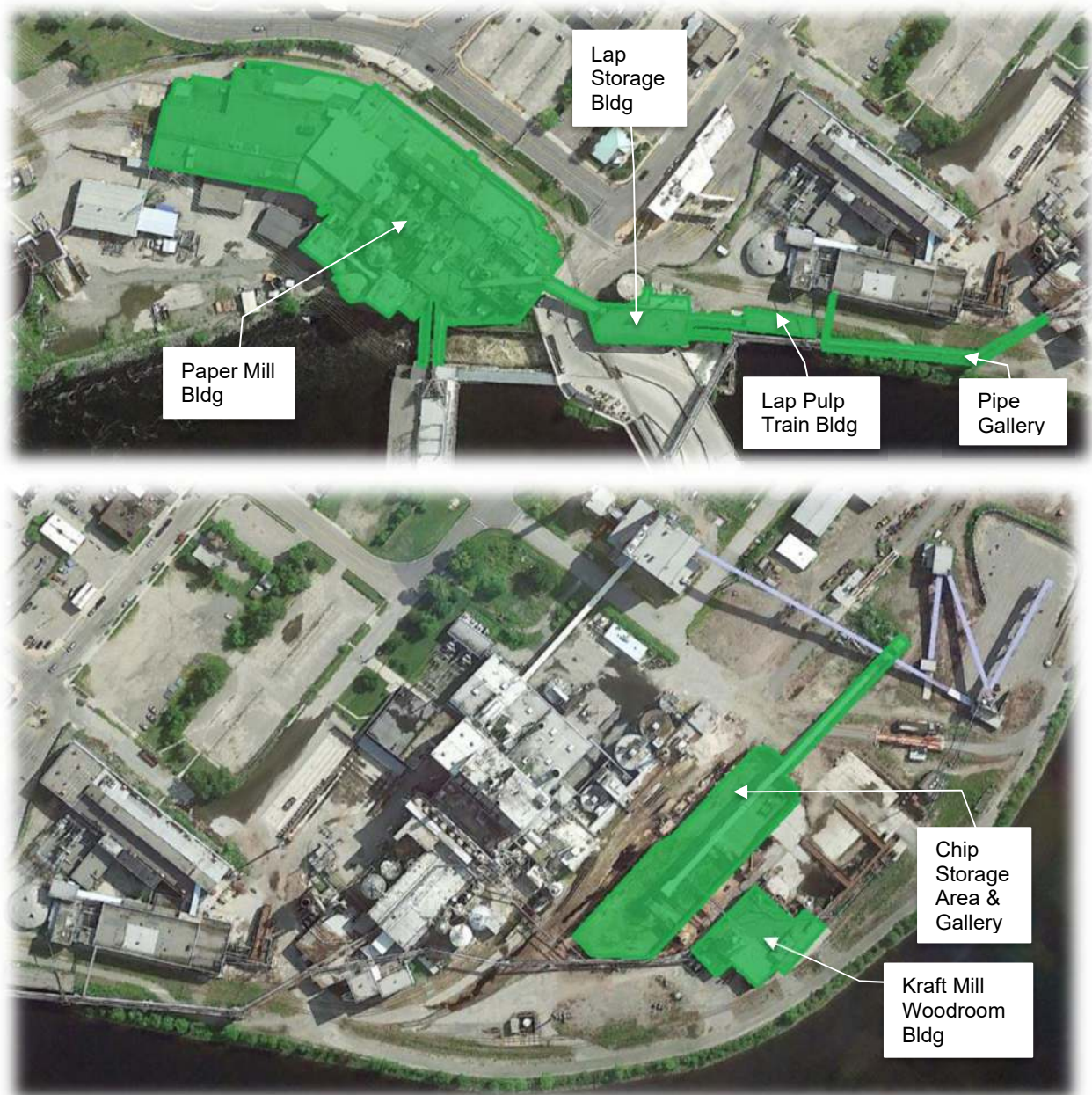
### Engineered Demolition Plan

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 m<sup>2</sup> 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.





Engineered Demolition Plan (Phase 1)  
Former Paper Mill, Fort Frances, Ontario

## **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 ft<sup>2</sup>. 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 ft<sup>2</sup>. 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 (H<sub>2</sub>O 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



Engineered Demolition Plan (Phase 1)  
Former Paper Mill, Fort Frances, Ontario

### **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 – H<sub>2</sub>O 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. 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.





## Engineered Demolition Plan (Phase 1) Former Paper Mill, Fort Frances, Ontario

- 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.

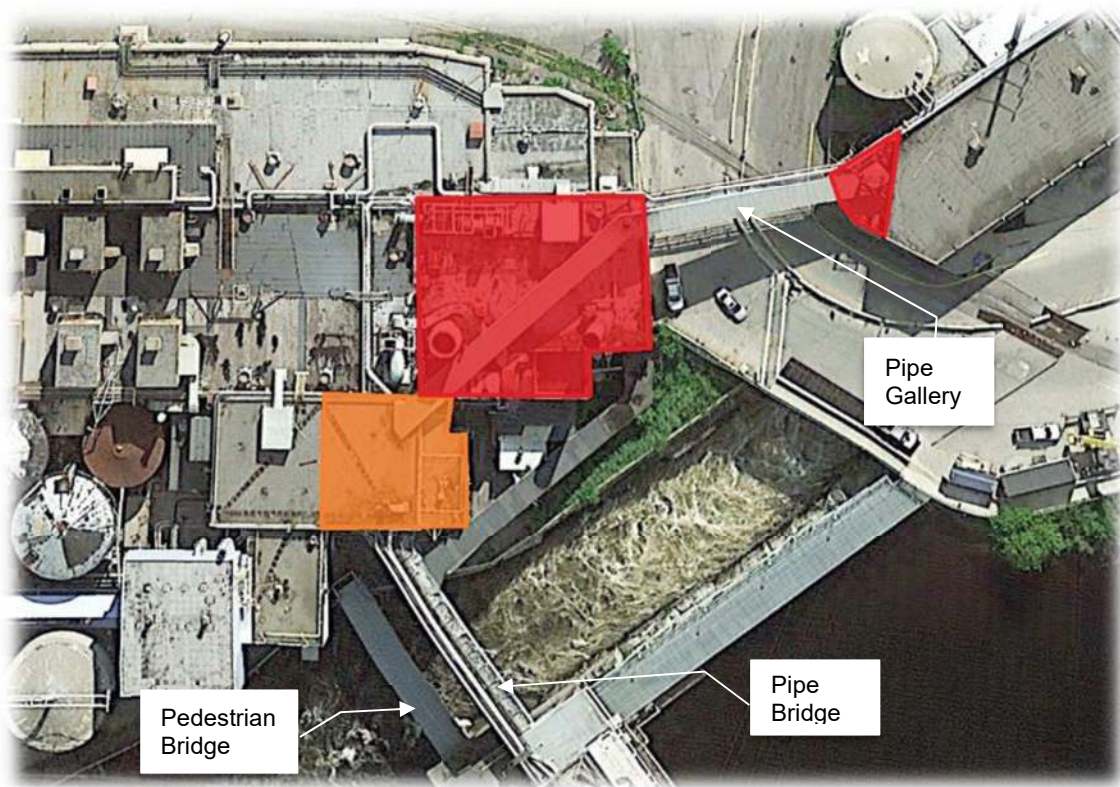
### **Foundation Removal**

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).







## Engineered Demolition Plan (Phase 1) Former Paper Mill, Fort Frances, Ontario

### **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 3<sup>rd</sup>, 2020

**Prepared by:**



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



Engineered Demolition Plan (Phase 2)  
Former Paper Mill, Fort Frances, Ontario

## 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 m<sup>2</sup> 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 ft<sup>2</sup>. 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



## Engineered Demolition Plan (Phase 2) Former Paper Mill, Fort Frances, Ontario

### **Pre-Demolition:**

- ❖ Obtain utility Locates (Ontario One-Call and Private)
- ❖ Electrical utilities shall be disconnected and removed (H<sub>2</sub>O 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 – H<sub>2</sub>O 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



Engineered Demolition Plan (Phase 2)  
Former Paper Mill, Fort Frances, Ontario

- 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.





Engineered Demolition Plan (Phase 2)  
Former Paper Mill, Fort Frances, Ontario

### **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 3<sup>rd</sup>, 2020

**Prepared by:**



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



## Engineered Demolition Plan (Phase 3) Former Paper Mill, Fort Frances, Ontario

### 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 m<sup>2</sup> 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 ft<sup>2</sup>. 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





## Engineered Demolition Plan (Phase 3) Former Paper Mill, Fort Frances, Ontario

### **Pre-Demolition:**

- ❖ Obtain utility Locates (Ontario One-Call and Private)
- ❖ Electrical utilities shall be disconnected and removed (H<sub>2</sub>O 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 – H<sub>2</sub>O 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. 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.



Engineered Demolition Plan (Phase 3)  
Former Paper Mill, Fort Frances, Ontario

- 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.



## Engineered Demolition Plan (Phase 3) Former Paper Mill, Fort Frances, Ontario

### **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.





Engineered Demolition Plan (Phase 3)  
Former Paper Mill, Fort Frances, Ontario

### **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.



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## 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

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**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

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9. Final Cleanup of areas and removal of excess water

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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

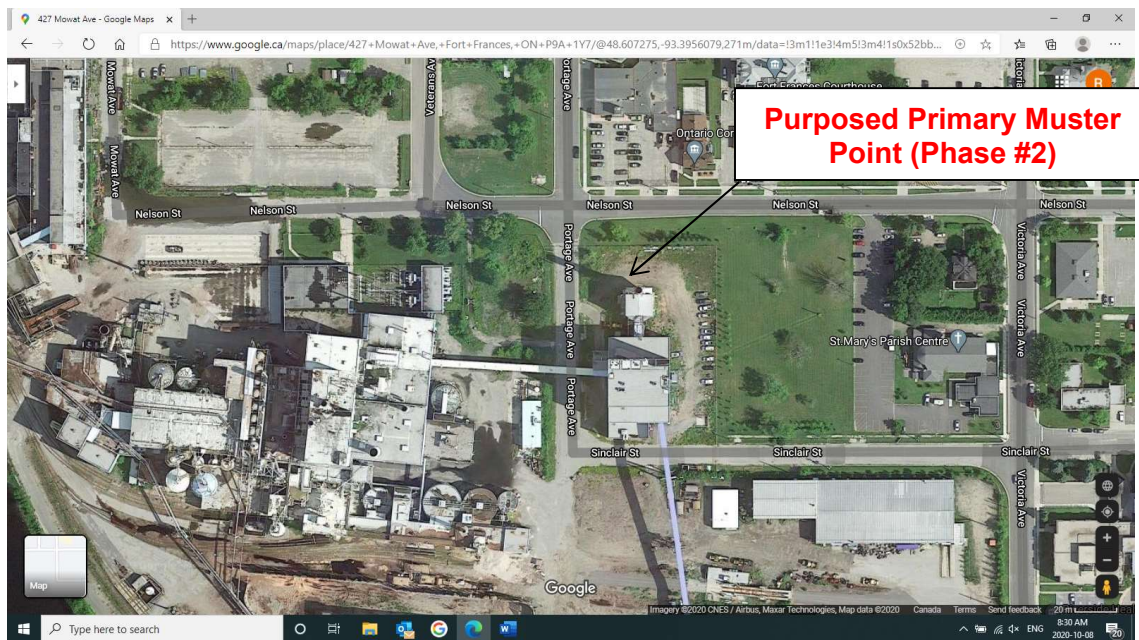
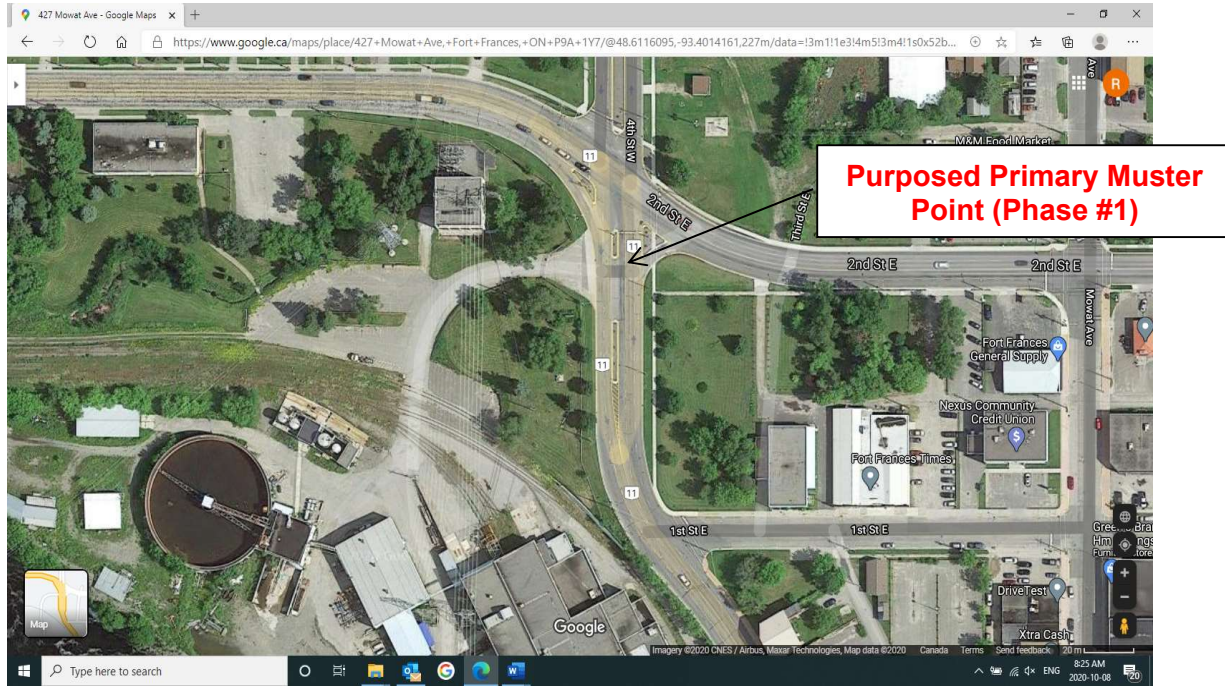
Any incident, close call or safety issue has to be reported immediately to;


- 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



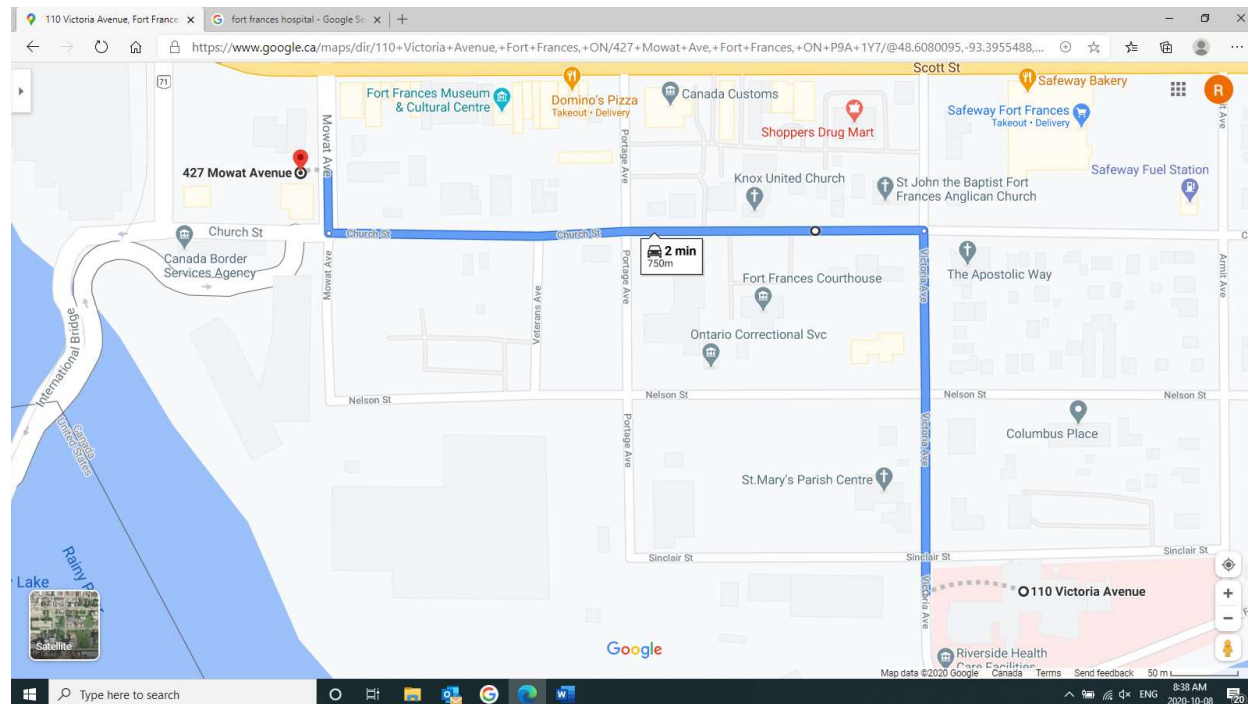
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The Site Muster point will be across the parking lot outside of the site entrance/exit doors



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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.

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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](mailto: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.



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### **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:

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- 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.

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**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@cndservices.ca](mailto:rick@cndservices.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@cndservices.ca](mailto:rick@cndservices.ca)) & Project Manager as needed.

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### **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.

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### **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](mailto:rick@cndsolutions.ca)) & Project Manager, and complete a thorough incident investigation report.



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**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



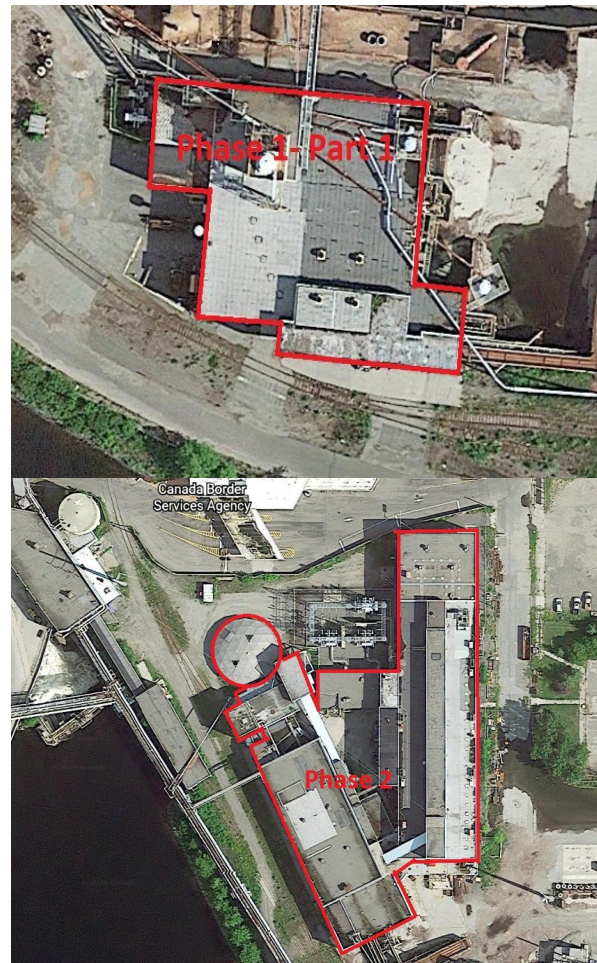
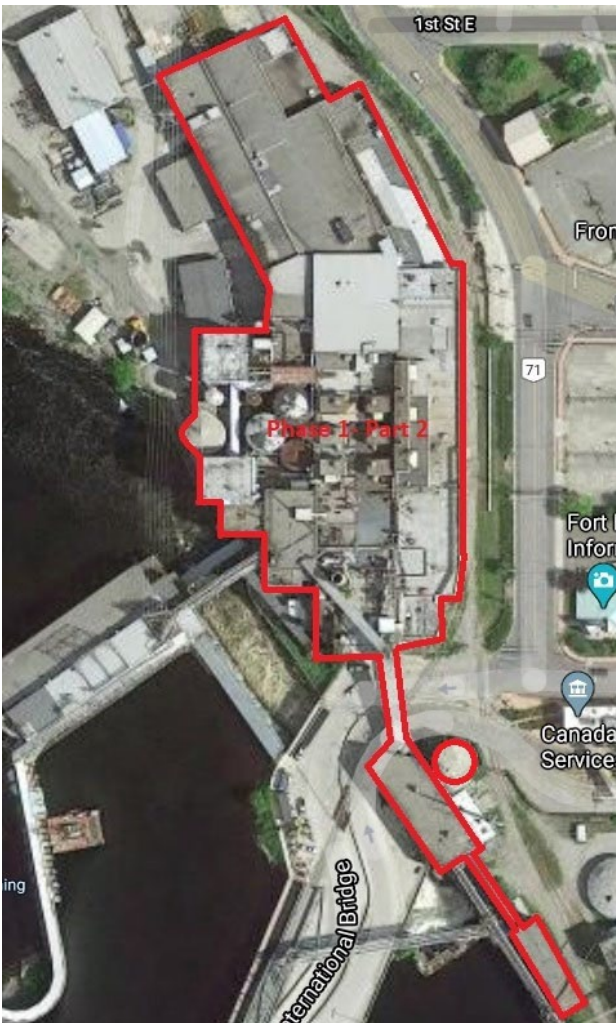
## Canadian National Demolition

### 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

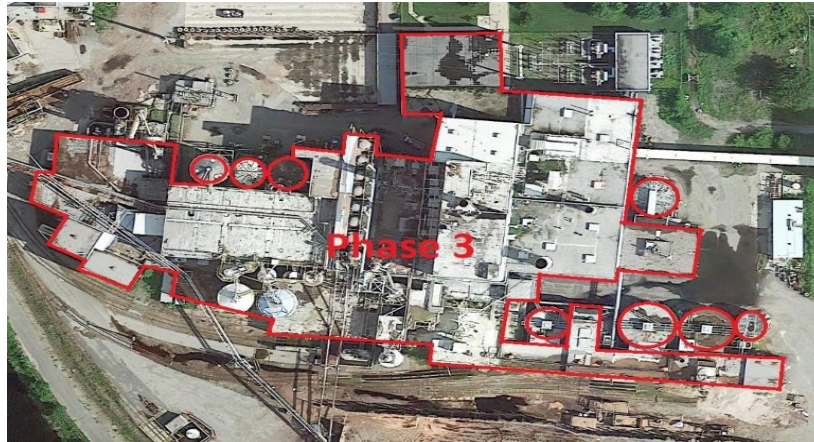


# Canadian National Demolition Storm Water Management Plan (Interim Phase) – Fort Francis Demolition of Paper Mill





## 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

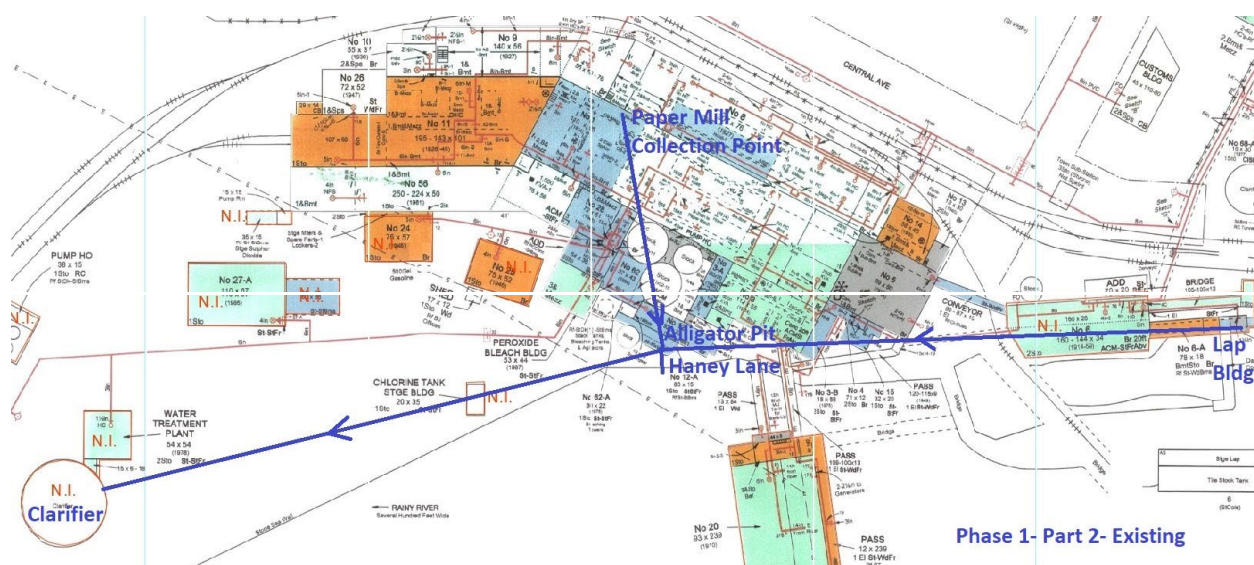
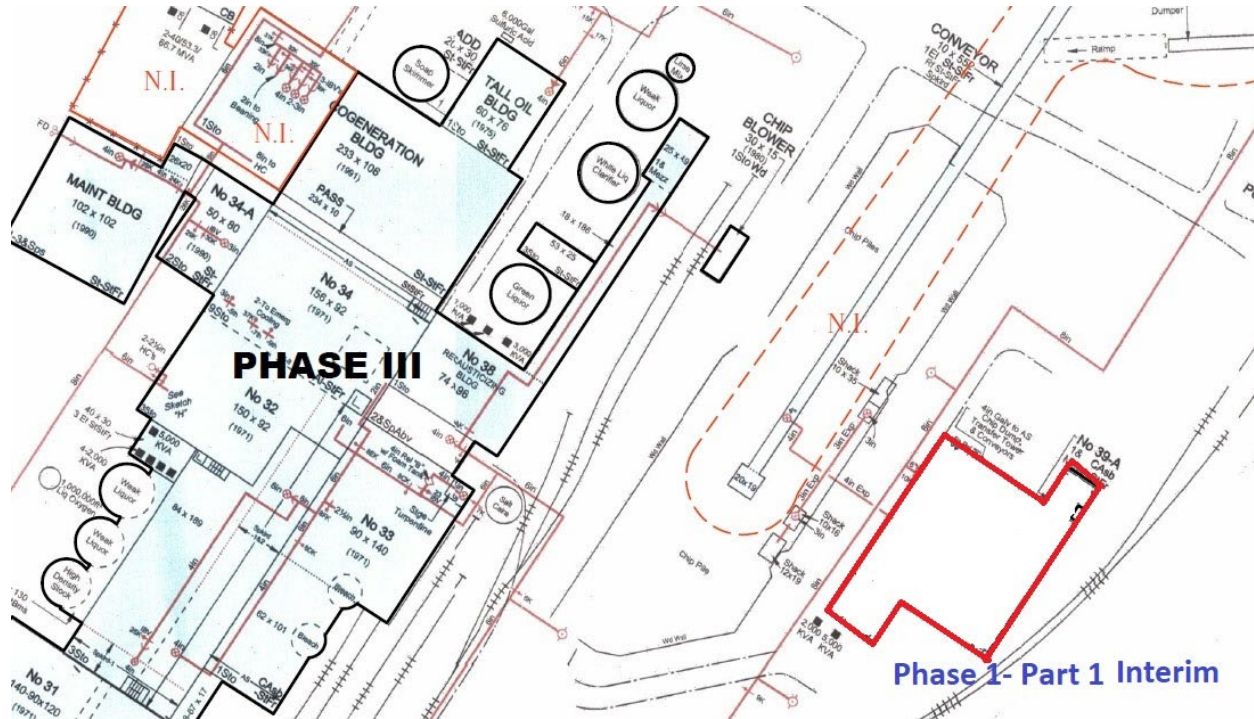


**PHASE III**

**Phase 1- Part 1 Existing**

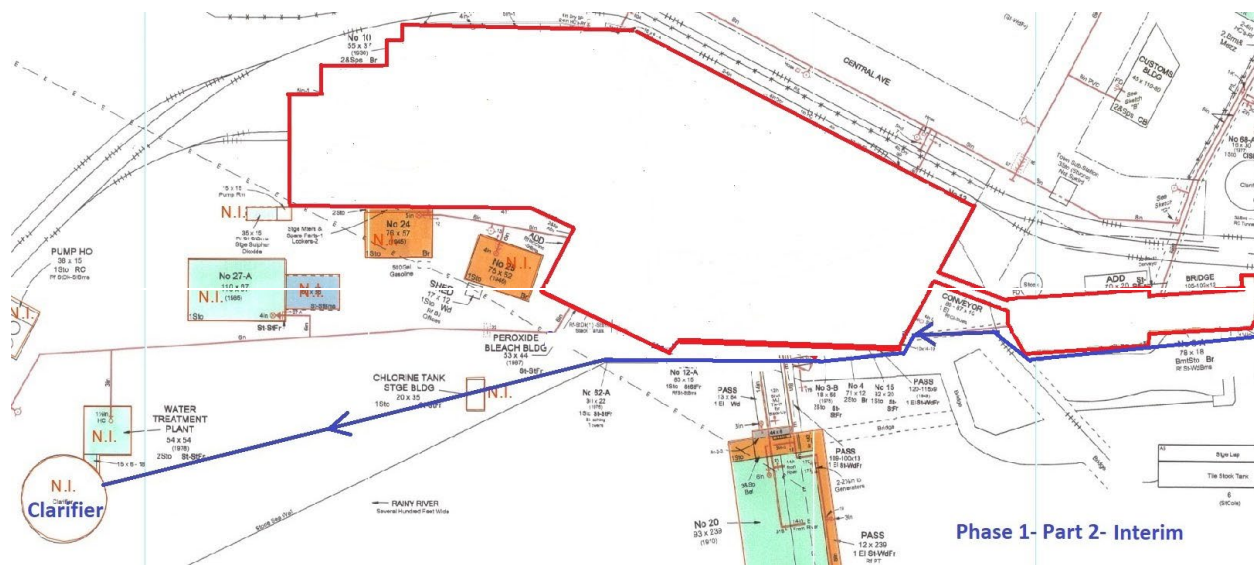


# Canadian National Demolition Storm Water Management Plan (Interim Phase) – Fort Francis Demolition of Paper Mill





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



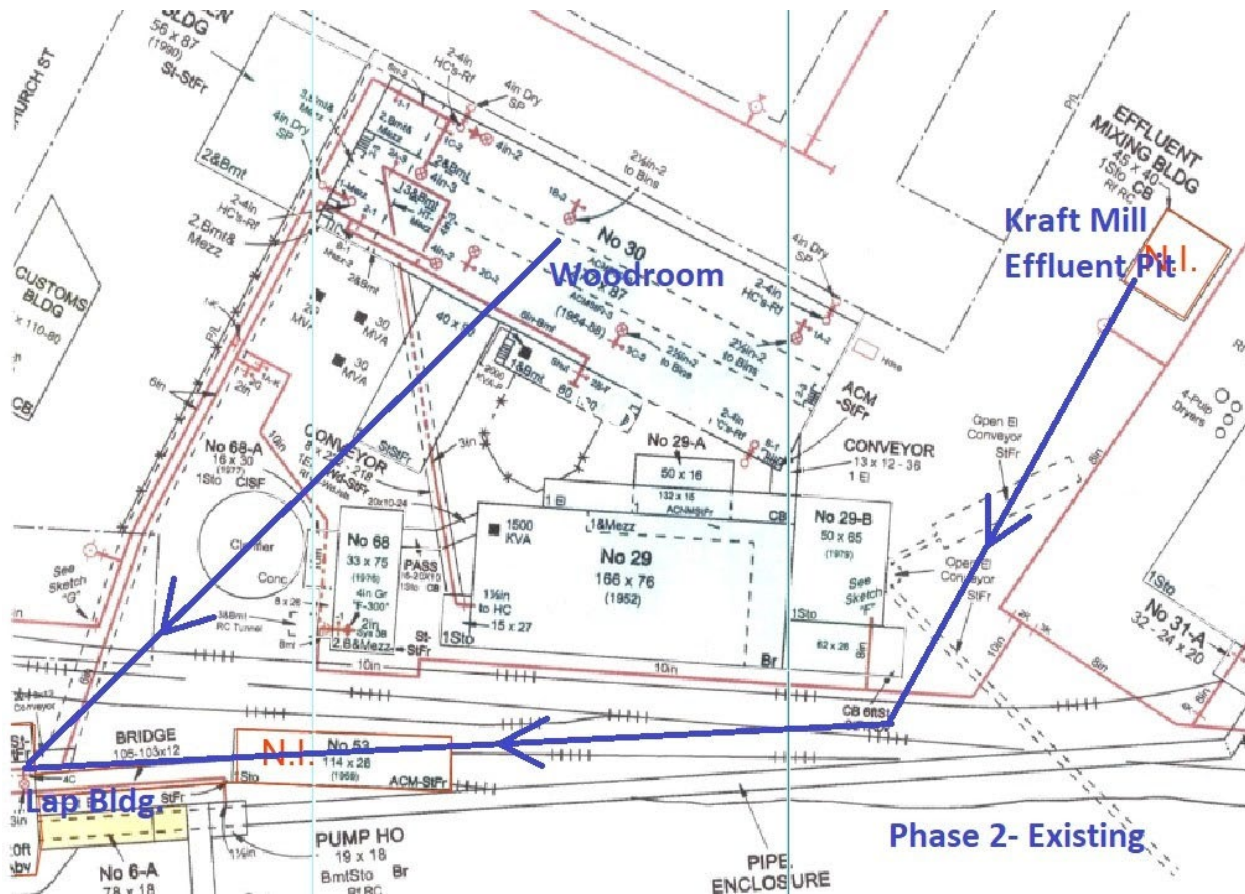




# Canadian National Demolition

## Storm Water Management Plan (Interim Phase)

### – Fort Francis Demolition of Paper Mill

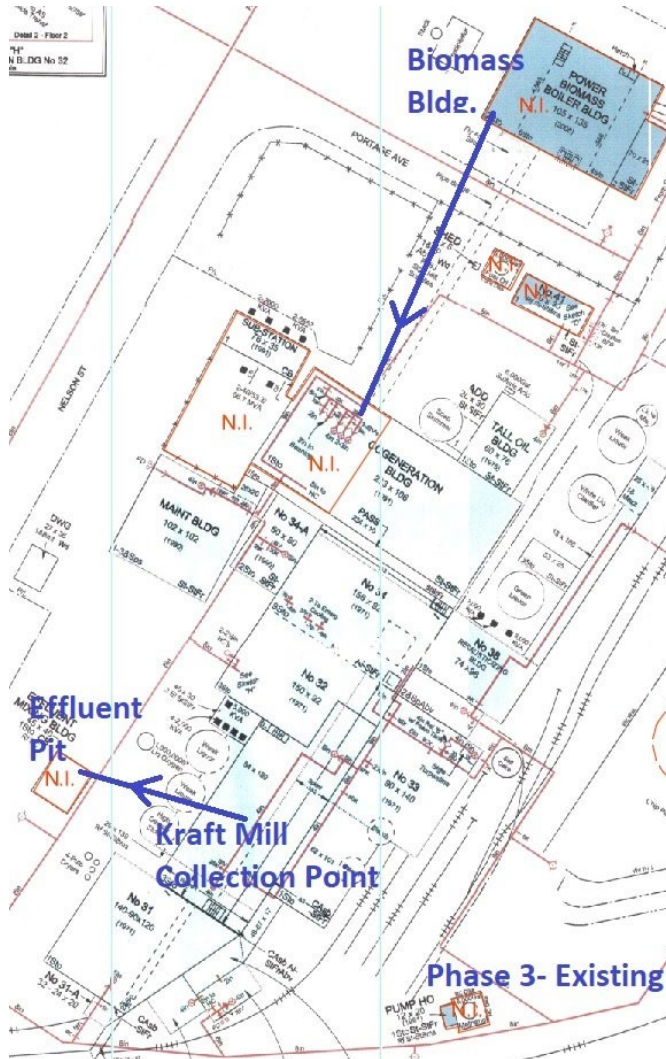


The site plan shows the layout of the Kraft Mill Effluent Pit area. Key features include:

- Buildings:** CUSTOMS BLDG, No 68-A, No 31-A, PUMP HO, and various smaller structures like No 6-A and No 53.
- Infrastructure:** BRIDGE, CONVEYOR, and various pipes and tunnels.
- Phase 2-Interim:** A large area outlined in red, indicating the planned expansion or improvement project.
- Effluent Pit:** The central feature, with a blue arrow pointing towards the Phase 2-Interim area.



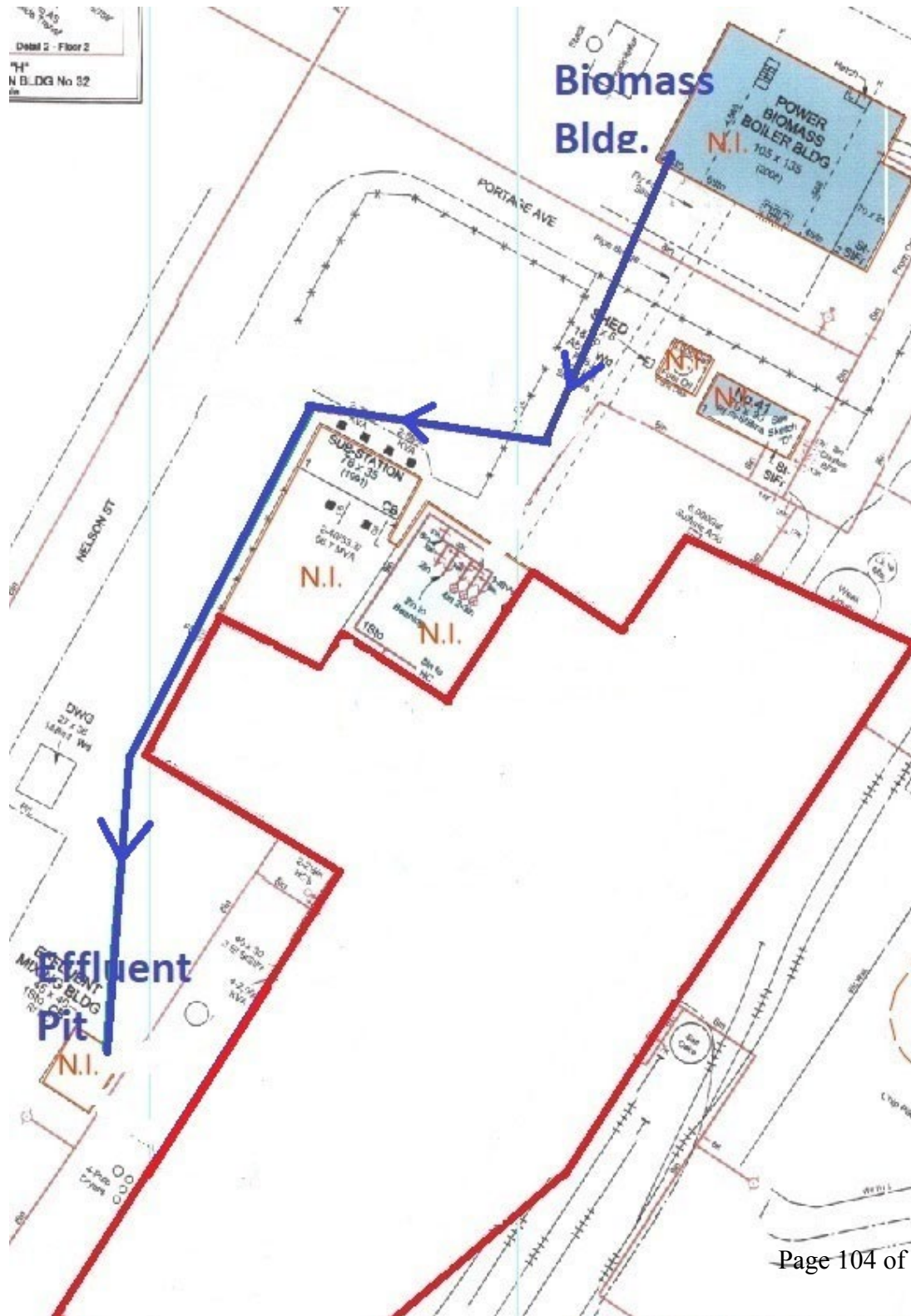
# Canadian National Demolition Storm Water Management Plan (Interim Phase) – Fort Francis Demolition of Paper Mill








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



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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.

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- 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

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### 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.

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### 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

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### 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.

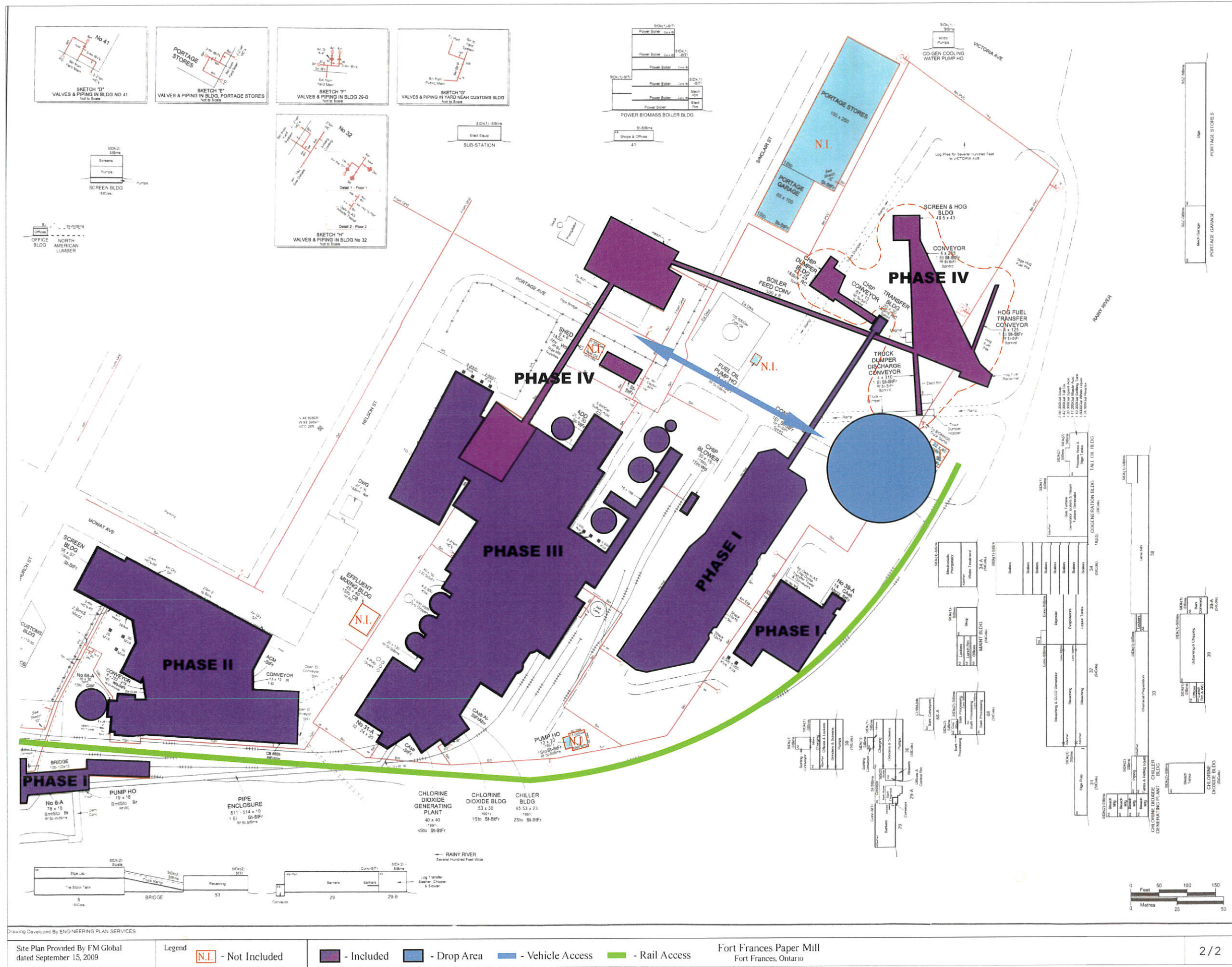
### Special Precautions:

- 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:

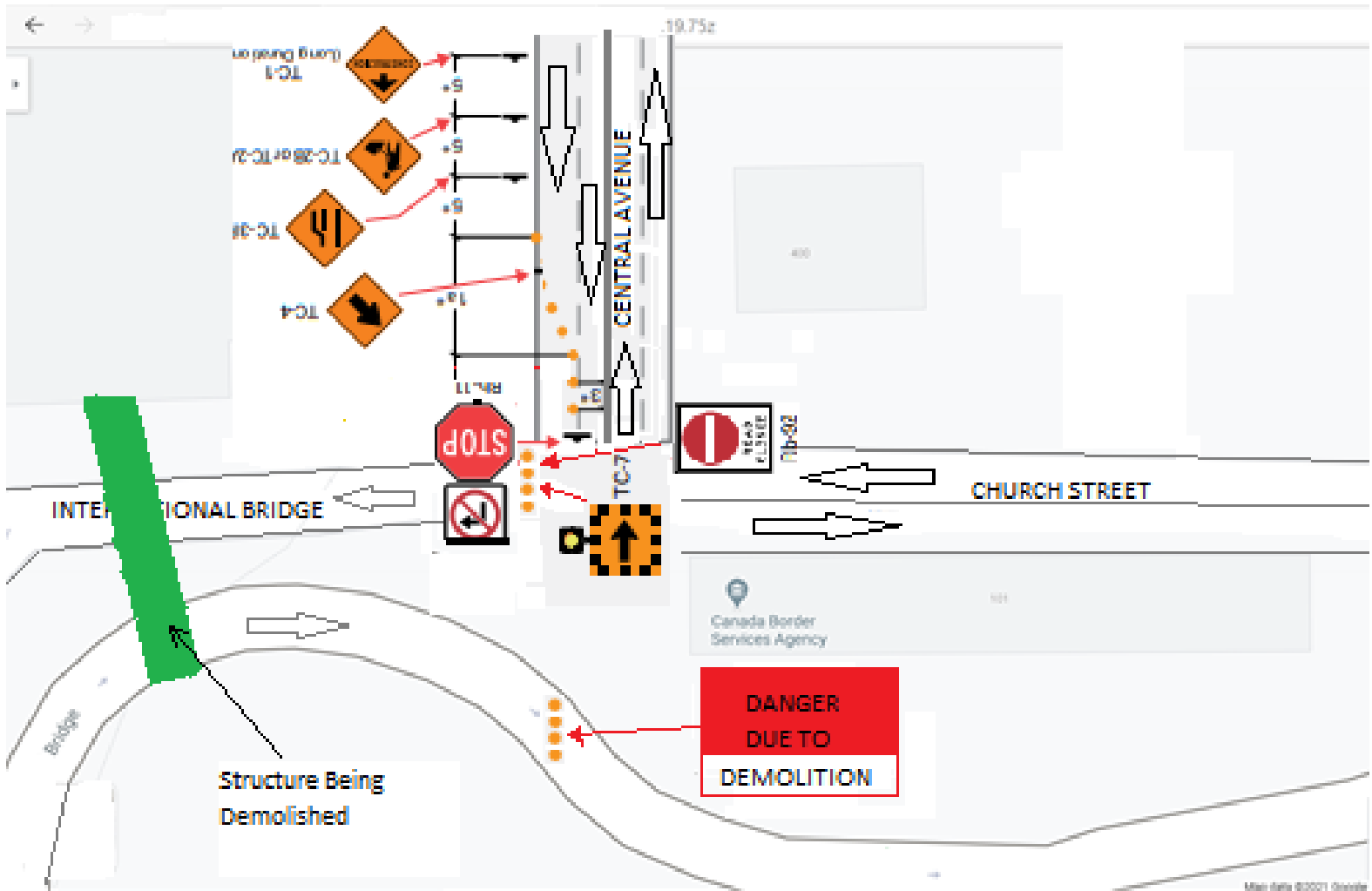
- advance warning area; “construction ahead sign” 120M
- approach area; “right lane closure ahead sign” 80M
- transition area; (taper length 10-15M, 4-6 cones @3M spacing),
- longitudinal buffer area; LBA 30M minimum
- work area(s); “road closed, no right turn,”
- termination area.

### **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

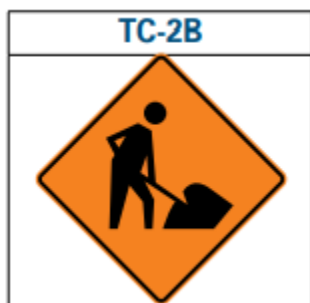
TC-3R	TC-3L
RIGHT LANE CLOSED AHEAD	LEFT LANE CLOSED AHEAD
	
Minimum Background Reflectivity: High intensity (Type III), after January 1, 2016 becomes High reflectivity micro-prismatic fluorescent (Type VII)	

### 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)			

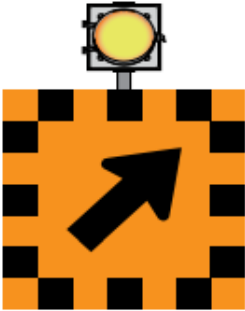


### Lane Closure Arrow Signs

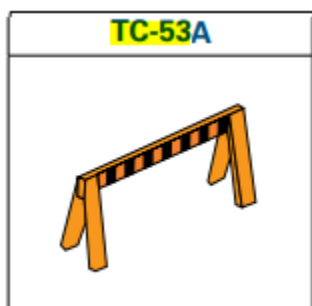
TC-4L	TC-4R
LANE CLOSURE ARROW	LANE CLOSURE ARROW
	
Minimum Background Reflectivity: High reflectivity micro-prismatic fluorescent (Type VII)	





## 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.

**TOWN OF FORT FRANCES**

**BY-LAW No. xx/21**

(Being a by-law to approve a transfer payment agreement with Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshall)

WHEREAS on April 26, 2021, Council approved a report from T. Moffitt, Fire Chief / CEMC as recommended by the Administration & Finance Executive Committee for the Town to enter into a transfer payment agreement with the Office of the Fire Marshall, for funding for the establishment of a virtual public fire safety education program as well as virtual fire safety inspection program.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the agreement in the form provided by the Office of the Fire Marshall with the Queen in Right of Ontario be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 26<sup>th</sup> day of April 2021.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

## FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT**, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

**Town of Fort Frances**

(the “**Recipient**”)

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Reports, and

any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### **2.0 CONFLICT OR INCONSISTENCY**

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

### 3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

#### HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Office of the Fire Marshal

Click or tap here to enter text.

Date

Signature: \_\_\_\_\_

Name: Douglas Browne

Title: Deputy Fire Marshal

#### Town of Fort Frances

Click or tap here to enter text.

Date

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

I have authority to bind the Recipient.

## SCHEDULE “A”

### GENERAL TERMS AND CONDITIONS

---

#### A1.0 DEFINITIONS

**A1.1 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “E”.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

## **A3.0 TERM OF THE AGREEMENT**



**A3.1 Term.** The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

#### **A5.0 CONFLICT OF INTEREST**

**A5.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A6.0 REPORTING, ACCOUNTING AND REVIEW**

**A6.1 Preparation and Submission.** The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

**A6.2 Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

## **A7.0 COMMUNICATIONS REQUIREMENTS**

**A7.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

**A7.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A8.0 INDEMNITY**

**A8.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A9.0 INSURANCE**

**A9.1 Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

**A9.2 Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

## **A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A10.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A10.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A10.3 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

#### **A11.0 FUNDS AT THE END OF A FUNDING YEAR**

**A11.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A12.0 FUNDS UPON EXPIRY**

**A12.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A13.0 NOTICE**

**A13.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

**A13.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

#### **A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A14.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A15.0 INDEPENDENT PARTIES**

**A15.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A16.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

#### **A17.0 GOVERNING LAW**

**A17.1 Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A18.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

TP Agreement – Shortened

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requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### **A19.0 SURVIVAL**

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**- END OF GENERAL TERMS AND CONDITIONS -**



**SCHEDULE “B”****PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$6,500.00
<b>Expiry Date</b>	August 1, 2021
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>

**Additional Provisions:**

(None)

## SCHEDULE “C”

### PROJECT

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The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

***<insert a copy of the letter of intent from the municipality to outline proposed use of funds>***

**SCHEDULE “D”****BUDGET**

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Funding will be provided to the <insert municipality name> upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

**SCHEDULE “E”**  
**REPORTS**

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As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx~21**

(Being a by-law to approve an agreement with The Public Sector Digest Inc. for CityWide Budgeting modules)

WHEREAS on March 22, 2021, Council approved a report from D. Galusha, Treasurer as recommended by the Administration & Finance Executive Committee to enter into of an agreement with The Public Sector Digest Inc. for the implementation of CityWide Budgeting modules;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the service agreement with The Public Sector Digest Inc. in the form of Schedule “A” attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 26<sup>th</sup> day of April 2021.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk



# Town of Fort Frances

CityWide Budgeting Project Charter

March 9<sup>th</sup>, 2021

The Public Sector Digest Inc.

148 FULLARTON STREET, 9<sup>TH</sup> FLOOR, LONDON, ONTARIO N6A 5P3

PHONE: (519) 690-2565 • FAX: (519) 519-649-2010





# Contact List

## TOWN OF FORT FRANCES ("CLIENT")

NAME	TITLE	TELEPHONE	E-MAIL
Travis Rob	Manager of Operations and Facilities	807-274-5323	<a href="mailto:trob@fortfrances.com">trob@fortfrances.com</a>
Dawn Galusha	Treasurer	807-274-5323	<a href="mailto:dgalushas@fortfrances.com">dgalushas@fortfrances.com</a>

## PUBLIC SECTOR DIGEST ("PSD")

NAME	TITLE	TELEPHONE	E-MAIL
Kyle Sym	Account Manager	519-690-2565 Ext. 2641	<a href="mailto:ksym@psdrcs.com">ksym@psdrcs.com</a>
Matthew Van Dommelen	GM Business Development & Implementation	519-690-2565 Ext. 2410	<a href="mailto:mvd@psdrcs.com">mvd@psdrcs.com</a>
Joanne Lencz	Senior Implementation Consultant	519-690-2565 Ext. 2777	<a href="mailto:jlencz@psdrcs.com">jlencz@psdrcs.com</a>
Dana Ossman	Client Support Representative	519-690-2565 Ext. 2768	<a href="mailto:dossman@psdrcs.com">dossman@psdrcs.com</a>



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# Project Deliverables

This document contains a high-level project plan for the Client for delivering an implementation of CityWide Budgeting modules. The proposed schedule, requirements and scope presented in this document are to be refined and updated as client requirements, business and operational goals, and constraints are gathered throughout the project.

The purpose of this project is to implement an Enterprise Budgeting Solution to support the Town of Fort Frances with dealing with the current and future needs of a demanding fiscal environment. PSD will deliver the following items as part of the implementation of the CityWide Budgeting Suite for the Town of Fort Frances. The work will include the following project(s):

## 1. Operating Plan

Operating Plan provides all the tools required to produce single- or multi-year operating budgets and plans. Users can exercise precise control over the budgeting process while distributing budget preparation and analysis throughout the organization. Users can start the budget at zero or from a prior year. Multiple views and reports can immediately reveal the impact of a budget change on a specific account, department, division or the whole organization.

## 2. Reporting (Core Module)

CityWide Reporting is a dynamic tool for budget presentation, periodic variance analysis, and financial statement and forecast reporting. The client will be able to summarize data by different categories, drill down into details and even distribute the reports and charts to targeted recipients, all while eliminating the time-consuming task of building the reports in excel.



# Project Schedule

The estimated duration of this project is **4-6 months**. The detailed project schedule and Gantt chart will be supplied after the kick-off meeting and will be reviewed and approved in phases as the project progresses. The duration of the project is dependent on multiple factors including client availability as well as data activities.

Note that Client time and resources will be required regularly throughout the project. It is expected that the Client will provide data and additional inputs for each stage as well as review and provide feedback on the deliverable for each stage.

# Project Communication

Due to the size and scope of the project, clear and efficient communications between the Client and PSD is vital to project success. In the kick-off meeting, the main point of contact for PSD and the Client will be decided upon and the Client will be introduced to PSD's Project Management Tool, Mavenlink, in which clients can have access to view the progress of the project. All high-level client communications, including project progress updates, scheduling future meetings/workshops and sending of data should be done between these individuals unless stated otherwise throughout the project. In addition, every two weeks starting with the kick-off meeting, the PSD Project Manager will provide a project status update that includes progress of tasks completed to date and the timelines and milestones of activities moving forward. Alternatively, the client can check project progress, statuses, and updates through Mavenlink.

## PSD Software License & Support/Maintenance Agreement

### LICENSE TERMS AND CONDITIONS

#### PSD to:

- Provide an enterprise user license for the use of **CityWide Budgeting – Operating Plan**
- Provide an enterprise user license for the use of **CityWide Budgeting – Core Module**
- Provide user and technical documentation in electronic format.
- Provide software as per agreed in the proposal and as reflected within the pricing chart within this charter.

#### Town of Fort Frances to:

- Provide to The Public Sector Digest Inc. a purchase order for **\$13,400.00** for an enterprise user license of CityWide Budgeting - Operating Plan and Core and **\$17,600.00** for implementation & consulting services of the above-mentioned CityWide modules.
- Provide to The Public Sector Digest Inc. a purchase order for **\$7,500.00** for Version Protection and Maintenance Support of CityWide software.



## Usage Terms: (as per installation)

WARNING. This SOFTWARE is protected by Copyright.

This software is owned by The Public Sector Digest Inc. and is protected by U.S. and Canadian copyright laws and international treaty provisions. Therefore, you must treat the software like any other copyrighted material (for example a book). You may print help text or other documentation on hard copy for your own use.

You may not sell, lease or otherwise make available the software or any of the accompanying materials to a third party. You may not reverse engineer, decompile or disassemble the software.

The terms for your usage of this software are governed by an agreement between your organization and The Public Sector Digest Inc. You are obligated to adhere to the terms of this agreement. If you do not have such an agreement, you are installing this software illegally, and should immediately cease the installation process and return any media to The Public Sector Digest Inc.

## Support/Maintenance Terms and Conditions

The first support invoice will be issued after the date of installation, and each subsequent invoice will be issued on the anniversary of that date. Should the licensee opt to discontinue the support service, the invoice should be immediately returned to Public Sector Digest Inc. unpaid, with a letter to that effect.

### What the annual support fee entitles the licensee to:

- ✓ **New versions and upgrades to CityWide Budgeting:** All new versions/upgrades of the CityWide Budgeting software suite are provided free of further charge. While the number of new versions and upgrades will differ from year to year, historically we have issued approximately 3 service packs (CityWide Budgeting) a year and a new version once every 12 - 18 months.
- ✓ **Service packs:** Service packs are issued promptly to fix problems reported by customers as well as to deliver minor functionality and performance improvements.
- ✓ **Hotline support:** Unlimited hotline support is available from 8:30 am to 5 pm EST. We will always return your call on the same day and will usually solve any problem within 24 hours.

### What the annual support fee does not entitle the licensee to:

- × **Consulting services:** There is sometimes a fine line as to what can be handled as hotline support, vs. a consulting service. While we attempt to handle as much as possible through the hotline service, when a request is made to implement a process change or an enhancement which is specific to a customer, and the advice or work extends beyond a general description of the steps required, we will suggest purchasing additional consulting time to implement the new requirement.



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# General Terms & Conditions

- ☒ All amounts quoted are in CDN dollars and will be invoiced as such. Applicable taxes are extra. (GST, PST, HST)
- ☒ Consulting rates are as follows:
  - \$1,800 / day or \$225.00 / hour – A day includes 8 hours of services. Request for additional consulting services may be made via e-mail or purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service. Consulting rates are valid for the term of this agreement only.
- ☒ Detailed pricing information is included below.
- ☒ The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 1.5% per month.
- ☒ During the provision of the implementation services and for 1 year afterward, customer shall not hire PSD employees or subcontractors involved in the delivery of the services.
- ☒ Public Sector Digest Inc. warrants that the professional services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the services or goods to be supplied by Public Sector Digest Inc. hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- ☒ The liability of either party to the other or to any third party for any claim of any kind arising out of this Purchase Agreement is limited to monetary damages, and the aggregate amount of such liability for all claims of any kind relating to any particular product or service is limited to the fees paid to Public Sector Digest Inc. under this Agreement for the particular product or service which gave rise to the claim. Under no circumstances shall Public Sector Digest Inc. be liable to customer or any third party for indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, even if Public Sector Digest Inc. has been advised of the possibility of such damages.



# Project Budget

Core Components	Price
Model Admin, Security Admin, Job Scheduler, Report Writer and Report Distributor and Software Installation	\$3,900.00
<b>Total Core Components</b>	<b>\$3,900.00</b>

Operating Plan	
Base Software Cost (Enterprise License - Unlimited Users)	\$9,500.00
<b>Total Software</b>	<b>\$9,500.00</b>
Implementation	
Implementation Planning/Needs Assessment	\$2,700.00
Interface Development To/From Financial System	\$2,700.00
Standard Configuration	\$5,000.00
Report/Custom Development	\$1,800.00
Administrator User Training and Documentation	\$3,600.00
End User Training and Documentation	\$1,800.00
<b>Total Implementation</b>	<b>\$17,600.00</b>
<b>Total Operating Plan</b>	<b>\$27,100.00</b>

<b>Total Software and Implementation Costs</b>	<b>\$31,000.00</b>
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Annual Support/Maintenance	
Operating and Core	\$7,500.00

## Terms of Payment

- ☒ Software and Implementation services will be invoiced in **4 equal monthly amounts** for the above CityWide Budgeting modules. The last invoice will not be issued until project signoff by the client. The first billing will start **April 30, 2021**.
- ☒ Version Protection and Maintenance Support will be invoiced **July 31, 2021**. Subsequent year's maintenance will be invoiced annually from that date.
- ☒ Version Protection and Maintenance Support will be limited to a maximum annual escalation of 5%.
- ☒ Payments are due NET 30 days from the date of invoicing.
- ☒ Taxes are extra where applicable. (HST, GST, State)
- ☒ PSD expenses such as mileage, accommodation and meals are extra where applicable and subject to prior written approval by the Client.





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# Additional Considerations

This document has been prepared specifically for the Client. This proposal and all of its associated pricing shall remain valid for **30 calendar days from the date of issue**.

## Ownership and Confidentiality

All Client data stored within the CityWide applications remains the legal ownership of the Client and can be extracted and used without restriction. PSD shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

## Security

PSD performs regular security audits of our systems to ensure current updates and patches are applied on all hardware, along with updated antivirus software. All users are forced to use secure passwords which are stored on the server only in encrypted format. Nightly backups are done off-site. The PSD Firewall is configured to only allow traffic to enter the network for required services such as our web server.



# Authorization

This contract shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations: Town of Fort Frances and The Public Sector Digest Inc.

## Terms and Assumptions Accepted between:

Town of Fort Frances

320 Portage Ave.

Fort Frances, Ontario, P9A 3P9

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

The Public Sector Digest Inc.

148 Fullarton Street, 9<sup>th</sup> Floor

London, Ontario, N6A 5P3

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Additional information required to be completed by Customer

Does your company require a Purchase Order (PO) before issuing payment?

NO ☐ YES ☐ The PO # for this order is: \_\_\_\_\_

All PSD invoices shall be directed to:

Accounts Payable Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Accounts Payable Email Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_



Representing the Districts of Kenora, Rainy River and Thunder Bay  
 P.O. Box 10308, Thunder Bay, ON P7B 6T8  
[www.noma.on.ca](http://www.noma.on.ca)  
 p. 807.683.6662 e. [admin@noma.on.ca](mailto:admin@noma.on.ca)

April 19, 2021

Minister Ross Romano  
 Ministry of Colleges and Universities  
 438 University Ave, 5th Floor  
 Toronto, ON M7A 1N3  
 VIA: Email

Dear Minister Romano,

We are deeply concerned to learn of your decision to dissolve the partnership between the Northern Ontario School of Medicine (NOSM) and Lakehead and Laurentian Universities. A strong, equitable, and mutually beneficial relationship has been formed over many years between these organizations. This is an established network of highly educated and informed individuals that have a comprehensive understanding of the unique challenges experienced by Northern communities. It is short-sighted to sever this union without consulting the respective parties or considering the ramifications of this decision and the negative impacts it may have on Northwestern Ontario Communities and our already vulnerable health care system.

There is a desperate shortage of physicians and health care professionals in Northwestern Ontario. The global pandemic has put a microscope on the inadequacies present in the health care system in northern communities with limited access to physicians and specialists. Northwestern Ontario is a vast geographic region, and many smaller communities are not equipped with their own hospitals or trained professionals. Therefore, residents from many municipalities must travel long distances to access health care services.

Procuring and retaining skilled physicians that can respond to the unique and multifaceted health care needs of Northern communities is of vital importance and will translate to lives saved. NOSM, along with Lakehead and Laurentian universities, has developed a unique and successful curriculum that has resulted in highly trained physicians and specialists. A large portion of students complete their training in rural communities in Northwestern Ontario and many choose to stay and develop their practice here.

There are numerous positive impacts resulting from this partnership and there is value in continuing collaboration efforts as the North is stronger when we work together. NOSM and Lakehead University are instrumental to attract and retain physicians in Northwestern Ontario and their partnership has been proven effective. We do appreciate there may be something to be gained by NOSM's separation including autonomy to expand their programs and grant degrees. However, we want to be fully engaged in the decision-making process and guarantee that there is sufficient Northwestern Ontario

representation on the School of Medicine governance Board to ensure our concerns are addressed and that NOSM is stronger than ever in our region going forward.

There are numerous unanswered questions due to the lack of consultation. We need a comprehensive understanding of why this decision was made, who was involved in the decision-making process and what the projected outcomes will be to ensure that Northwestern Ontario will not be negatively affected. Historically, Lakehead and Laurentian universities provided funding to NOSM. It is now unclear how this funding will be supplemented. Additionally, with NOSM being a separate entity, their presence in Northwestern Ontario could be limited if they were to decide to move to Northeastern Ontario.

Having NOSM associated with Lakehead University in Thunder Bay is important to regional and indigenous jurisdictions and our economy. We are deeply concerned that this decision was made without proper consultations with key organizations that could provide valuable insight. We are strongly opposed to the decision made by government to sever these institutions and ask that you reconsider your decision and seek consultations prior to making decisions in the future.

We appreciate your time with this matter. Should you wish to discuss this matter further please let me know.

Sincerely,



Wendy Landry, President, NOMA  
Mayor, Municipality of Shuniah

CC:

Hon. Doug Ford, Premier of Ontario

Hon. Christine Elliott, Minister of Health

Hon. Greg Rickford, Minister of Energy, Northern Development & Mines & Indigenous Affairs

Hon. Prabmeet Singh Sarkaria, Associate Minister of Small Business and Red Tape Reduction

Michael Gravelle, MPP Thunder Bay—Superior North

Judith Monteith-Farrell, MPP Thunder Bay—Atikokan

Steven Davidson, Secretary of Cabinet

Shelley Tapp, Deputy Minister of Colleges and Universities

Helen Angus, Deputy Minister of Health

Giles Gherson, Deputy Minister of Economic Development, Job Creation and Trade

His Worship Bill Mauro, Mayor of Thunder Bay

Dr. Moira McPherson, President & Vice Chancellor, Lakehead University

Dr. Sarah Newberry, Marathon

Northwestern Municipal Association Mayors and CAOs

AMO President

**From:** [Michael Gravelle MPP](#)  
**To:** [greg.rickford](#); [Ross Romano](#)  
**Cc:** [Fordco, Doug](#); [James.Wallace@ontario.ca](#); [steven.davidson@ontario.ca](#); [ari.laskin1@ontario.ca](#); [shelley.tapp@ontario.ca](#); [christine.elliott@ontario.ca](#); [h.watt@ontario.ca](#); [helen.angus@ontario.ca](#); [minister.sbrtr@ontario.ca](#); [heather.potter@ontario.ca](#); [giles.gherson@ontario.ca](#); [bmauro@thunderbay.ca](#); [krista.power@thunderbay.ca](#); [Office of the President](#); [ferg.devins@ontario.ca](#); [Monteith-Farrell, Judith](#); [Monteith-Farrell-OP, Judith](#); [AMO President](#); [Joy, Larry](#); [Kevin Lass](#); [Navreet.Hundal@ontario.ca](#); [Gravelle-CO, Michael](#); [Sarkaria, Prabmeet](#); [artem.chaplynsky@ontario.ca](#); [Rickford, Greg](#); [Albert Headrick](#); [Brian MacKinnon](#); [Bridget Foster](#); [christine@redlake.ca](#); [clerk@manitouwadga.ca](#); [Conmee](#); [Dana Earle](#); [Daryl Skworchinski](#); [Dawn Hayes](#); [Dawson Township](#); [Debra Kincaid](#); [Doug Brown](#); [Erika Kromm](#); [Florence MacLean](#); [Gabrielle Lecuyer](#); [Gail Jeremy](#); [hpihulak@kenora.ca](#); [info@ignace.ca](#); [clerktreasurer@picklelake.org](#); [Jason Young](#); [jlecours@hearst.ca](#); [Jonathon Hall](#); [Judy Jacobson](#); [kattanasio@kenora.ca](#); [Kelly Paakkunainen](#); [Kerry Bellamy](#); [Karyn Haney](#); [kballance@ear-falls.com](#); [Lake of the Woods Township](#); [Laura Bruni](#); [Laura Jones](#); [lindaberube@nipigon.net](#); [Lisa Slomke](#); [Lorna Buob](#); [Louise Lees](#); [Mark Vermette](#); [Mark Wright](#); [Mavis Harris](#); [Michelle Larose](#); [Nathan Dias](#); [Norm Gale](#); [Patti McDowall](#); [Paul Greenwood](#); [Peggy Johnson](#); [Roger Nesbitt](#); [samcameron@shawbiz.ca](#); [sue.bates@atikokan.ca](#); [Teresa Desserre](#); [treasurer@conmee.com](#); [Veldron Vogan](#); [wkabel@snnf.ca](#); [Wayne Hanchard](#); [Yves Morrisette](#); [Brian McKinnon](#); [debjewald@live.ca](#); [Doug Hartnell](#); [Douglas Lawrance](#); [Erin Nadon](#); [Fred Mota](#); [Gord Griffiths](#); [Jody Davis](#); [Kevin Holland](#); [Kevin Kahoot](#); [Rick Dumas](#); [Shelby Ch'ng](#); [Wendy Brunetta](#); [Wendy Landry](#)  
**Subject:** [External] Fwd: Letter from Northwestern Ontario Municipal Association (NOMA) RE Northern Ontario School of Medicine (NOSM)  
**Date:** Monday, April 19, 2021 4:21:47 PM  
**Attachments:** [NOMA Letter to Minister Romano re Northern Ontario School of Medicine.pdf](#)

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to [support@fortfrances.ca](mailto:support@fortfrances.ca).

To the Hon. Greg Rickford, Minister of Energy, Northern Development & Mines & Indigenous Affairs

To the Hon. Ross Romano Minister of Colleges and Universities

Dear Minister Rickford and Minister Romano,

Please find a letter attached from Wendy Landry, President, Northwestern Ontario Municipal Association.

NOMA is expressing deep concern about your sudden announcement regarding the proposed severance of the Northern Ontario School of Medicine.

I share the alarm and concern expressed here about your Ministry's decision to sever the Northern Ontario School of Medicine (NOSM) from its long-standing partnership with Lakehead and Laurentian Universities. That this decision affecting Ontario healthcare and hospitals was announced during last week's peak numbers in Ontario's COVID crisis is particularly distasteful, and furthers the appearance of secrecy and stealth on your part.

The NOMA letter stresses the essential nature of NOSM, and how it has evolved into a most successful cooperation between universities and our Northern Ontario health care community, and its many institutions. The severance decision would create a huge division between all these partners, and have a negative impact on NOSM's stability and future.

NOMA and my constituents are demanding consultation on the severance decision and its future implications. Many questions need to be answered, and I will agree with NOMA that they should have been raised and answered before this legislation was even considered. This is a major Northern issue, and our regional academic and economic stakeholders and

our First Nations were given no prior indication of this sweeping government plan.

As MPP for Thunder Bay-Superior North, I too will respectfully request answers to the numerous questions raised by this hasty and arbitrary move by MCU and the Ontario government. I am vehemently opposed to the severance proposal, and I will second NOMA's assertion that consultation with all stakeholders on this major disruption is needed.

Sincerely,

Michael Gravelle MPP Thunder Bay-Superior North  
 Constituency Office 179 S. Algoma St. Thunder Bay, Ontario P7B 3C1  
 807 345 3647 Fax 807 345 2922  
 Toll Free 1-888-516-5555  
[mgravelle.mpp.co@liberal.ola.org](mailto:mgravelle.mpp.co@liberal.ola.org)

---

**From:** admin@noma.on.ca <admin@noma.on.ca>

**Sent:** April 19, 2021 3:16 PM

**To:** Ross.Romano@ontario.ca

**Cc:** Fordco, Doug <doug.fordco@pc.ola.org>; James.Wallace@ontario.ca; steven.davidson@ontario.ca; ari.laskin1@ontario.ca; shelley.tapp@ontario.ca; christine.elliott@ontario.ca; h.watt@ontario.ca; helen.angus@ontario.ca; minister.sbrtr@ontario.ca; heather.potter@ontario.ca; giles.gherson@ontario.ca; bmauro@thunderbay.ca; krista.power@thunderbay.ca; 'Office of the President' <president@lakeheadu.ca>; ferg.devins@ontario.ca; 'Monteith-Farrell, Judith' <JMonteith-Farrell@ndp.on.ca>; Monteith-Farrell-QP, Judith <JMonteith-Farrell-QP@ndp.on.ca>; AMO President <amopresident@amo.on.ca>; Joy, Larry <ljoy@liberal.ola.org>; Kevin Lass <kevin.lass@ontario.ca>; Navreet.Hundal@ontario.ca; Gravelle-CO, Michael <mgravelle.mpp.co@liberal.ola.org>; Sarkaria, Prabmeet <prabmeet.sarkaria@pc.ola.org>; artem.chaplynsky@ontario.ca; Rickford, Greg <greg.rickford@pc.ola.org>; Albert Headrick <cao@shawbiz.ca>; 'Brian MacKinnon' <bmackinnon@siouxlookout.ca>; Bridget Foster <township@emo.ca>; 'Christine Goulet' <christine@redlake.ca>; clerk@manitouwadge.ca; Conmee <conmee@conmee.com>; Dana Earle <dana.earle@thunderbay.ca>; 'Daryl Skworchinski' <cao@marathon.ca>; Dawn Hayes <alberton@jam21.net>; 'Dawson Township' <dawsontwp@tbaytel.net>; Debra Kincaid <dckincaid@dryden.ca>; 'Doug Brown' <dbrown@fortfrances.ca>; Erika Kromm <clerk@neebing.org>; Florence MacLean <cao@manitouwadge.ca>; Gabrielle Lecuyer <gabrielle.lecuyer@greenstone.ca>; 'Gail Jeremy' <jaremy.hpayne@bellnet.ca>; Heather Pihulak <hpihulak@kenora.ca>; info@ignace.ca; Jamie Hussey <clerktreasurer@picklelake.org>; 'Jason Young' <jason.young@atikokan.ca>; jlecours@hearst.ca; Jonathon Hall <cao@terracebay.ca>; 'Judy Jacobson' <judy.jacobson@oliverpaipoonge.on.ca>; kattanasio@kenora.ca; Kelly Paakkunainen <kellyp@nipigon.net>; Kerry Bellamy <clerk@shuniah.org>; khaney@fortfrances.ca; Kimberley Ballance <kballance@ear-falls.com>; Lake of the Woods Township <lakeofthewoodstwp@tbaytel.net>; Laura Bruni <gillies@tbaytel.net>; Laura Jones <deputyct@neebing.org>; lindaberube@nipigon.net; 'Lisa Slomke' <lslomke@fortfrances.ca>; 'Lorna Buob' <twpoconn@tbaytel.net>; 'Louise Lees' <clerk@marathon.ca>; 'Mark Vermette' <mark.vermette@redlake.ca>; Mark Wright <mark.wright@greenstone.ca>; 'Mavis Harris' <mavis@doriontownship.ca>; 'Michelle Larose' <cao@siouxlookout.ca>; Nathan Dias <cao@schreiber.ca>; Norm Gale <Norm.Gale@thunderbay.ca>; Patti McDowall <lavalley@nwonet.net>; 'Paul Greenwood' <pgreenwood@shuniah.org>; Peggy Johnson <cao@chapple.on.ca>; Roger Nesbitt <rnesbitt@dryden.ca>; samcameron@shawbiz.ca; sue.bates@atikokan.ca; Teresa Desserre <townshipofmorley@gmail.com>; treasurer@conmee.com; Veldron Vogan <rainyriver@tbaytel.net>; 'Wanda Kabel' <wkabel@snnf.ca>; 'Wayne Hanchard' <wayne.hanchard@oliverpaipoonge.on.ca>; Yves Morrisette <ymorrisette@hearst.ca>; Brian McKinnon <BMcKinnon@thunderbay.ca>; debjewald@live.ca; 'Doug Hartnell'



<dhartnell77@outlook.com>; Douglas Lawrance <mayor@siouxlookout.ca>; Erin Nadon <Erin.Nadon@thunderbay.ca>; Fred Mota <fred.mota@redlake.ca>; Gord Griffiths <machin@kdma.ca>; Jody Davis <jdavis47@sympatico.ca>; Kevin Holland <mayorholland@conmee.com>; Kevin Kahoot <kkahoot@outlook.com>; Rick Dumas <mayor@marathon.ca>; Shelby Ch'ng <Shelby.Chng@thunderbay.ca>; Wendy Brunetta <wendyb7@shaw.ca>; Wendy Landry <wlandry@shuniah.org>

**Subject:** Letter from Northwestern Ontario Municipal Association (NOMA) RE Northern Ontario School of Medicine (NOSM)

Dear Minister Romano,

Please see the attached letter sent on behalf of Wendy Landry, President of the Northwestern Ontario Municipal Association regarding the Northern Ontario School of Medicine.

Thank you,

**Andrea Strawson**

Executive Director

Northwestern Ontario Municipal Association (NOMA)

PO Box 10308, Thunder Bay, ON P7B 6T8

E: [admin@noma.on.ca](mailto:admin@noma.on.ca)

P: (807) 683-6662

C: (807) 621-9456

[www.noma.on.ca](http://www.noma.on.ca)

Follow us on Twitter: @noma\_nwo



The Honourable Patty Hajdu  
Federal Minister of Health  
House of Commons  
Ottawa, ON K1A 0A6  
Via email: [Patty.Hajdu@pal.gc.ca](mailto:Patty.Hajdu@pal.gc.ca)

April 20<sup>th</sup> 2021

Sent via e-mail

**Re: Support for 988, a 3-Digit Suicide and Crisis Prevention Hotline**

Please be advised that on April 14<sup>th</sup> 2021 the Town of Plympton-Wyoming Council passed the following motion to support The Town of Caledon letter endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

***Motion #16*** – Moved by Tim Wilkins, Seconded by Mike Vasey that Council support correspondence item 'o' from the Town of Caledon regarding support for 988, a 3-digit suicide crisis prevention hotline.

***Motion Carried.***

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at [ekwarciak@plympton-wyoming.ca](mailto:ekwarciak@plympton-wyoming.ca).

Sincerely,

Erin Kwarciak  
Clerk

Town of Plympton-Wyoming

cc. The Honourable Christine Elliott, Minister of Health, Ontario - [christine.elliott@ontario.ca](mailto:christine.elliott@ontario.ca)  
Marilyn Gladu, MP Sarnia-Lambton, [marilyn.gladu@garl.gc.ca](mailto:marilyn.gladu@garl.gc.ca)  
Bob Bailey, MPP Sarnia-Lambton, [bob.baileyco@pc.ola.org](mailto:bob.baileyco@pc.ola.org)  
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and Telecommunications Commission (CRTC), [iscott@telesat.com](mailto:iscott@telesat.com)  
All Ontario Municipalities

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**The Corporation of the Town of Plympton-Wyoming**

P.O. Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0

Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939

[www.plympton-wyoming.com](http://www.plympton-wyoming.com)



*Allan Thompson*  
Mayor

Sent via E-Mail to: [Patty.Hajdu@parl.gc.ca](mailto:Patty.Hajdu@parl.gc.ca)

March 31, 2021

The Honourable Patty Hajdu  
Federal Minister of Health  
House of Commons  
Ottawa, ON K1A 0A6

Dear Ms. Hajdu,

**RE: SUPPORT FOR 988, A 3-DIGIT SUICIDE AND CRISIS PREVENTION HOTLINE**

I am writing to advise that at the Town Council meeting held on March 30, 2021, Council adopted a resolution endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

The resolution reads as follows:

*Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;*

*Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;*

*Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;*

*Whereas in 2022 the United States will have in place a national 988 crisis hotline;*

*Whereas the Town of Caledon recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;*

*Now therefore be it resolved that the Town of Caledon endorses this 988 crisis line initiative; and*

*That a letter demonstrating Caledon's support be sent to Kyle Seebach, MP, Dufferin-Caledon, the Honourable Sylvia Jones, MPP, Dufferin-Caledon, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.*

**THE CORPORATION OF THE TOWN OF CALEDON**

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6  
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | [www.caledon.ca](http://www.caledon.ca) | [allan.thompson@caledon.ca](mailto:allan.thompson@caledon.ca)



*Allan Thompson*  
*Mayor*

---

Thank you for your attention to this very important matter. We look forward to hearing from you.

Sincerely,

Allan Thompson  
Mayor

Cc. Kyle Seeback, MP Dufferin-Caledon, [Kyle.Seeback@parl.gc.ca](mailto:Kyle.Seeback@parl.gc.ca)  
Honourable Sylvia Jones, MPP Dufferin-Caledon, [sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)  
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and  
Telecommunications Commission (CRTC), [iscott@telesat.com](mailto:iscott@telesat.com)  
All Ontario Municipalities

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**THE CORPORATION OF THE TOWN OF CALEDON**

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6  
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | [www.caledon.ca](http://www.caledon.ca) | [allan.thompson@caledon.ca](mailto:allan.thompson@caledon.ca)



# RAINY RIVER FUTURE DEVELOPMENT CORPORATION

A Community Futures Development Corporation

April 15, 2021

**Town of Fort Frances**  
**320 Portage Avenue**  
**Fort Frances, Ontario**  
**P9A 3P9**



Dear Mayor and Council,

## Seeking Board Members

Rainy River Future Development Corporation (RRFDC) is a non-profit Community Futures Development Corporation serving the Rainy River District, west of Mine Centre. The RRFDC is looking for volunteers to serve on our Board of Directors. If you know of anyone who may be interested in running for the Board, please pass this information on.

## Memberships

Our 2021-2022 memberships, valid from April 1, 2021 to March 31, 2022, can be purchased from the RRFDC office for **\$5.00**: in person, by mail or by e-transfer. Please contact us at 274-3276 or [info@rrfdc.on.ca](mailto:info@rrfdc.on.ca) if you are interested in receiving more information. For e-transfers, please send to [angela@rrfdc.on.ca](mailto:angela@rrfdc.on.ca) and enter "membership" for the password.

## Annual General Meeting

The Annual General Meeting is tentatively scheduled for Tuesday, September 21, 2021. The venue is yet to be determined. Please note, in order to vote at that meeting, you must be a paid member **10 days prior to the meeting**. There will be three (3) Board of Director positions open for election (*this may be subject to change*), and we will be looking for people interested in serving on our Committees.

If you have any questions about Membership, becoming a Board Member, or the Annual General Meeting, please feel free to call us at 274-3276.

Sincerely,

Chantel McLeod  
Administrative Assistant



TOWN OF FORT FRANCESMINUTESSESSION NO. #6April 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

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #5

March 15, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on March 15, 2021 from 0830 to 0937 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, K. Haney, Deputy Clerk, Lisa Slomke, Municipal Clerk

- 1. **Call to Order @ 0830 hrs/ Roll Call**
- 2. **Disclosure of pecuniary interest and the general nature thereof**  
None
- 3. **Approval of Previous Committee Minutes**
  - 3.1 Session no 4 - 01 March 2021 - Approved as presented
- 4. **Items Referred from Council**
  - 4.1 Request for approval re food truck at 1011 Front Street - Discussion held. Committee in support of request for Food Truck. Cody will work with AGCO with respect to any issues going forward. Item to go back to Council meeting scheduled for Monday, March 22, 2021.
- 5. **New Business**
  - 5.1 Erin Crescent report - Lisa Slomke - Report accepted as presented. Committee supportive of option #1. Recommendation to be brought forward to Council.
  - 5.2 Rainier Bridge - CN Rail - C Vangel - C. Vangel presented as information to Committee and will continue to monitor the situation. Item to sit on Economic Development Executive Committee for monitoring.
- 6. **Outstanding Items**
  - 6.1 Colonization Road - Report accepted as presented. Significant support noted with public correspondence received. Recommendation to be forwarded to Council in favor of renaming Colonization Road East and Colonization Road West.
- 7. **Information**
  - 7.1 By law monthly report - accepted as presented
- 8. **In-Camera - None**
- 9. **Adjourn @ 0937 hours. Next Meeting Date - 05 April 2021**

Executive Committee Chair

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Secretary, Planning & Development Executive  
Committee

# TOWN OF FORT FRANCES

## Community Services Executive Committee

AGENDA - April 5, 2021 10:30 AM

MEETING - Committee Room

### Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 807-701-5975,,666873449#](#) Canada, Thunder Bay

Phone Conference ID: 666 873 449#

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	Page
1. <b><u>CALL TO ORDER/Roll Call (Session #35)</u></b>	
2. <b><u>APPROVAL OF AGENDA</u></b>	
3. <b><u>DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF</u></b>	
4. <b><u>APPROVAL OF PREVIOUS COMMITTEE MINUTES</u></b>	
4.1 March 15, 2021 minutes	3 - 4
5. <b><u>ITEMS REFERRED FROM COUNCIL - None</u></b>	
6. <b><u>NEW BUSINESS</u></b>	
6.1 Community Services Policy review #2.4	5 - 8
6.2 Community Services Policy review #2.6	9 - 14
6.3 Community Services Policy review #2.7	15 - 19
7. <b><u>NON-AGENDA ITEMS</u></b>	
8. <b><u>INFORMATION - None</u></b>	
9. <b><u>IN-CAMERA - None</u></b>	

**10. ADJOURNMENT**

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #34

March 15, 2021

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtual on March 15, 2021 from 10:30 a.m. to 11:09 a.m.

PRESENT: Michael Behan - Chairman, Andrew Hallikas - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreation and Culture Manager

ALSO PRESENT: Melissa Belluz - Administrative Assistant, Rebecca Armit - Lifeguard Supervisor, Randy Thoms - B93.

- 1 CALL TO ORDER/Roll Call (Session #34) - 10:30**
- 2 APPROVAL OF AGENDA - Approved as amended**
- 3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF - None**
- 4 APPROVAL OF PREVIOUS COMMITTEE MINUTES**
  - 4.1 March 1, 2020 meeting minutes - Approved as amended
- 5 ITEMS REFERRED FROM COUNCIL - None**
- 6 NEW BUSINESS**
  - 6.1 Fort Frances Senior Centre Expansion Grant - Approved as presented
  - 6.2 Memorial Sports Centre Expansion Grant - Approved as presented
  - 6.3 At what age the Town of Fort Frances recognizes a Senior - Approved as presented
  - 6.4 CMOG Grant Application - Item pulled from agenda due to being a report to CMOG and not the application. The application will come through executive in the next couple of months.
  - 6.5 Policy Review - Approved as presented
- 7 NON-AGENDA ITEMS**
- 8 INFORMATION**
  - 8.1 MSC Membership Statistics - accepted as presented
- 9 IN-CAMERA - None**
- 10 ADJOURNMENT - 11:09**



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M. Behan, Executive Committee Chair

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A. Bisson, Recreational and Culture Manager

April 5, 2021

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Community Services Policy Review #2.4**

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The Community Services Executive Committee is taking a comprehensive review of all of the policies posted on the Towns Website under the Community Services heading in order to ensure all policies are relevant and up to date. This process will happen over a number of meetings depending on various factors including other content of our executive meetings.

The next policy we are looking at **#2.4 Memorial Sports Centre Refund Policy**. The policy mentioned is attached to this report for reference. The Town has a refund/interest/collections policy for the corporation, so it does not make sense to have a separate policy within the Community Services Division.

**Recommendation**

The Community Services Executive Committee recommends to Mayor and Council to authorize the removal of Policy #2.4 Memorial Sports Centre Refund Policy.

Respectfully Submitted,



Aaron Bisson  
Manager of Recreation and Culture

<p><b>Council approval of this report will agree to the recommendation of the Community Services Executive Committee to remove Policy #2.4 Memorial Sports Centre Refund Policy.</b></p>
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<i><b>The Town of Fort Frances</b></i>	<b>SECTION</b>
<b>MEMORIAL SPORTS CENTRE REFUND</b>	COMMUNITY SERVICES
<b><u>POLICY</u></b>	<b>REVISED</b> January, 1991
Resolution No.	Supercedes Resolution No.
Policy Number 2.4	<b>PAGE 1 of 3</b>

### 1. PURPOSE

The accounts receivable policy and goals of the Corporation of the Town of Fort Frances shall be:

- A. To ensure prompt billing of all accounts receivable in order to maximize cash flow for the Town of Fort Frances; and
- B. To encourage prompt payment by the customers through the application of interest at the rate of 1¼% per month on all accounts receivable outstanding beyond the prescribed due date.

### 2. BILLINGS

- A. Accounts receivable billings are to be submitted by departments at least weekly. If volume warrants they should be submitted daily. Billings must be, accurate and include full billing name, address, purchase order number and any other information deemed relevant.
- B. For those departments that bill on a monthly basis for services, accounts receivable are to be submitted on the first working day of the month following the month of billing.
- C. All accounts receivable billings are to be mailed out not later than the 4th working day of the month following the month of billing.
- D. It is the responsibility of the department submitting an accounts receivable billing to calculate GST and record properly.

### 3. INTEREST

- A. Interest is applied at the rate of 1¼% per month to all accounts not paid within 30 days following the month of billing.
- B. Billings for Day Care services must be paid in full ~ within 15 days of the billing date. Services will be terminated and the child(ren) will lose their position at Day Care if full payment is not received within the confines of this policy.
- C. The Treasurer or designate is authorized to grant a reasonable extension to the due date for Day Care accounts receivable subject to satisfactory arrangements being made by the person billed.

**4. APPLICATION OF PAYMENTS**

- A. All payments received on account are applied on the following basis:
  - i. First to all interest owing; and
  - ii. Secondly, to the oldest accounts receivable unless the payor specifically designates to which accounts receivable the payment is to be applied.

**5. INTEREST WRITE-OFFS**

- A. The Treasurer is authorized to write off interest charges on individual accounts in amounts less than or equal to \$25.00.
- B. If an account which is in dispute is subsequently cancelled or reduced in amount, the Treasurer is given full authority to write off the excess interest charges.
- C. All interest charge write-offs except those as noted in 5 (b) above, which exceed \$25.00 must be approved by resolution of Council.

**6. NOTICES/COLLECTION PROCEDURE**

- A. Monthly accounts receivable reminder notices are to be mailed out not later than the 20th of the month to all customers with balances outstanding.
- B. All accounts receivable, or balances thereof, not paid within 30 days following the end of the month of billing will be actioned by the Tax/Accounts collector as follows:
  - i. Collection letter as shown in Appendix:"A" will be sent to the debtor.
  - ii. If there is no response within a reasonable length of time (approximately 14 days) collection letter as shown in Appendix "B" will be sent to the debtor notifying him of our intent to proceed with the appropriate collection action.
  - iii. Appropriate action is then taken as noted in the collection letter or as allowed under section 7 of this policy.
  - iv. Partial payments received during this collection period are recognized by letter to the debtor acknowledging receipt of partial payment and notification of balance still owing. A sample of this letter is shown in Appendix "C"
- C. Any accounts submitted to a Credit Bureau for collection will have a collection charge of 40% of the balance due added prior to submission. This is to offset the collection agency fee.
- D. Any accounts disputed by the debtor will be forwarded to the appropriate department head for follow up and resolution. The department head will confirm in writing to the Tax Collector, within 14 days of the account being referred by the Tax Collector, the accuracy of the accounts receivable or of any changes to be made to the accounts receivable billing. The Tax Collector will advise the debtor by letter of any adjustment to the account as a result of the review by the department head. Collection action is then proceeded with as needed.

**7. PAYMENTS NETTED**

- A. In situations where customers who have outstanding accounts receivable which is beyond the due date, and where the Corporation of the Town of Fort Frances has purchased goods or services from these customers, the amount owing to the Town will be deducted from the payment remitted by the Town to them. The Tax Collector is to advise the customer by letter in these instances.
- B. For all Town employees who do not pay their accounts receivable by the due date and who have not made satisfactory arrangements with the Tax Collector, the amount owing will be deducted from their payroll cheque.
- C. All Town employees purchasing materials or receiving services will be required to complete an authorization as shown in Appendix "O".
- D. All aspects of this policy shall be consistently applied even in situations where the account may be under dispute.

April 5, 2021

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Community Services Policy Review #2.6**

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The Community Services Executive Committee is taking a comprehensive review of all of the policies posted on the Towns Website under the Community Services heading in order to ensure all policies are relevant and up to date. This process will happen over a number of meetings depending on various factors including other content of our executive meetings.

The next policy we are looking at **#2.6 Access to Recreation and Leisure Policy**. The policy mentioned is attached to this report for reference. This policy remains relevant and the only change to the policy is to move it into the newest format. A copy of the original policy is included in this report for comparison purposes.

**Recommendation**

The Community Services Executive Committee recommends to Mayor and Council to authorize the update of Policy #2.6 Access to Recreation and Leisure Policy.

Respectfully Submitted,



Aaron Bisson  
Manager of Recreation and Culture

**Council approval of this report will agree to the recommendation of the Community Services Executive Committee to authorize the update of Policy #2.6 Access to Recreation and Leisure Policy.**

# THE TOWN OF FORT FRANCES

## Section: Community Services

### Policy: Access to Recreation and Leisure

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**Creation Date:** December 2008

**Review Date:** April 2021

**Resolution Number:**

**Supersedes Resolution Number:** 423 (consent)

**Policy Number:** 2.6

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#### 1. Policy Statement

The Town of Fort Frances is dedicated to barrier free sport, recreation programs, leisure programs, and services for its residents.

#### 2. Policy

To overcome barriers, the Town of Fort Frances is committed to action as follows:

1. Ensuring that fair and equitable access to programs, offered by the Town of Fort Frances, is provided, as outlined within the parameters of this policy.
2. To assist Town of Fort Frances residents in overcoming barriers to participation.
3. To assist in the coordination of appropriate support services to aid in recreation and leisure pursuits all town residents.
4. To foster independence and self-reliance in the pursuit of recreation and leisure activities.
5. In partnership with the Kid Sport and/or other agencies to assist in the development of mechanisms which will lead to ensuring fair and equitable access to recreation and leisure programs, services, and facilities for all members of the community.

#### 3. Leisure Education

The Town of Fort Frances will offer information to groups and individuals in the area of sport, recreation and leisure.



#### **4. Programs and Activities**

The Town of Fort Frances will offer a wide variety of programs, within the fiscal and physical restraints of the organization, to meet the needs of individuals in the area of sport, recreation and leisure.

#### **5. Advocacy / Consultation / Collaboration**

Liaison with other agencies and organizations will be encouraged, i.e., through participation at board meetings, jointly sponsored programs, and utilizing their expertise and resources when needing specific information.

#### **6. Assistance**

The Town of Fort Frances is committed to provide assistance to those that meet the criteria as outlined in this policy.

#### **7. CRITERIA AND PROCESS**

The individual or family requesting assistance must qualify for the Town of Fort Frances program. Qualification will be determined by the Town of Fort Frances - Community Services Division. The Community Service Executive will determine the type and extent of assistance to be given.

Qualified families will be funded by the Town of Fort Frances as indicated below:

1. Only one program per person per season will be allowed.  
Seasons:  

Fall	September - December
Winter	January - March
Spring	April - June
Summer	July – August
2. This assistance may include:
  - a) Fee reductions
  - b) Fee waivers
  - c) Cost of materials and equipment
  - d) Support / aid assistance (i.e., transportation, etc.)
3. The total leisure access subsidization will not exceed the Town of Fort Frances recreation and leisure access budget during the fiscal year.
4. Funding for programs not offered by the Town of Fort Frances will be considered on a case-by-case basis.
5. Notwithstanding the above, the applicant is required to follow the regular registration procedure of the Town of Fort Frances, i.e. participation may be restricted due to limited class size, cancelled programs etc.

6. The subsidy will be granted based on a review of the applicant(s) qualifications. It is important to note that this "Registration Form" does not reserve a space in the program for the person being subsidized. Applicants are to register at the same time as other residents.

#### **8. Physical Accessibility**

The Town of Fort Frances supports the concept of recreation and leisure access to all facilities and recommends that access be considered when designing and developing parks, playgrounds, facilities, and open space. The use of the universal access symbol in promotion material is encouraged.

#### **9. Volunteer Training and Development**

The training of volunteers to deal sensitively and effectively with individuals requiring leisure access is paramount to ensure the success of this policy. The Town of Fort Frances supports intensive volunteer training through workshops, guest speakers at meetings, and by providing information as required.

#### **10. Promotion**

The Town of Fort Frances will produce and distribute clear, consistent, accurate information about programs, services and supports that are accessible to people with a variety of needs.

<b><i>The Town of Fort Frances</i></b>	<b>SECTION</b>
<b>Access to Recreation and Leisure</b>	COMMUNITY SERVICES
<b>POLICY</b>	<b>NEW:</b> December 2008
Resolution No. 423 (consent) 12/08	Supercedes Resolution No.
Policy Number 2.6	<b>PAGE 1 of 2</b>

**POLICY STATEMENT**

The Town of Fort Frances is dedicated to barrier free sport, recreation and leisure programs and services for its residents.

**POLICY**

To overcome barriers, the Town of Fort Frances is committed to action as follows:

1. Ensuring that fair and equitable access to programs, offered by the Town of Fort Frances, is provided, as outlined within the parameters of this policy.
2. To assist Town of Fort Frances residents in overcoming barriers to participation.
3. To assist in the coordination of appropriate support services to aid in recreation and leisure pursuits all town residents
4. To foster independence and self-reliance in the pursuit of recreation and leisure activities.
5. In partnership with the Kid Sport and/or other agencies to assist in the development of mechanisms which will lead to ensuring fair and equitable access to recreation and leisure programs, services and facilities for all members of the community.

**LEISURE EDUCATION**

The Town of Fort Frances will offer information to groups and individuals in the area of sport, recreation and leisure.

**PROGRAMS AND ACTIVITIES**

The Town of Fort Frances will offer a wide variety of programs, within the fiscal and physical restraints of the organization, to meet the needs of individuals in the area of sport, recreation and leisure.

**ADVOCACY / CONSULTATION / COLLABORATION**

Liaison with other agencies and organizations will be encouraged, i.e., through participation at board meetings, jointly sponsored programs, and utilizing their expertise and resources when needing specific information.

**ASSISTANCE**

The Town of Fort Frances is committed to provide assistance to those that meet the criteria as outlined in this policy.

**CRITERIA AND PROCESS**

The individual or family requesting assistance must qualify for the Town of Fort Frances program. Qualification will be determined by the Town of Fort Frances - Community Services Division. The Community Service Executive will determine the type and extent of assistance to be given.

Qualified families will be funded by the Town of Fort Frances as indicated below:

1. Only one program per person per season will be allowed.  
Seasons:  

Fall	September - December
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Summer	July – August
2. This assistance may include:
  - a) Fee reductions
  - b) Fee waivers
  - c) Cost of materials and equipment
  - d) Support / aid assistance (i.e., transportation, etc.)
3. The total leisure access subsidization will not exceed the Town of Fort Frances recreation and leisure access budget during the fiscal year.
4. Funding for programs not offered by the Town of Fort Frances will be considered on a case-by-case basis.
5. Notwithstanding the above, the applicant is required to follow the regular registration procedure of the Town of Fort Frances, i.e. participation may be restricted due to limited class size, cancelled programs etc.
6. The subsidy will be granted based on a review of the applicant(s) qualifications. It is important to note that this "Registration Form" does not reserve a space in the program for the person being subsidized. Applicants are to register at the same time as other residents.

**PHYSICAL ACCESSIBILITY**

The Town of Fort Frances supports the concept of recreation and leisure access to all facilities and recommends that access be considered when designing and developing parks, playgrounds, facilities and open space. The use of the universal access symbol in promotion material is encouraged.

**VOLUNTEER TRAINING AND DEVELOPMENT**

The training of volunteers to deal sensitively and effectively with individuals requiring leisure access is paramount to ensure the success of this policy. The Town of Fort Frances supports intensive volunteer training through workshops, guest speakers at meetings, and by providing information as required.

**PROMOTION**

The Town of Fort Frances will produce and distribute clear, consistent, accurate information about programs, services and supports that are accessible to people with a variety of needs.

April 5, 2021

Report To: Mayor and Council

From: Aaron Bisson, Manager of Recreation and Culture

**RE: Community Services Policy Review #2.7**

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The Community Services Executive Committee is taking a comprehensive review of all of the policies posted on the Towns Website under the Community Services heading in order to ensure all policies are relevant and up to date. This process will happen over a number of meetings depending on various factors including other content of our executive meetings.

The next policy we are looking at **#2.7 Vandalism and Willful Damage Policy**. The policy mentioned is attached to this report for reference. This policy remains relevant and the only change to the policy is to move it into the newest format. A copy of the original policy is included in this report for comparison purposes.

**Recommendation**

The Community Services Executive Committee recommends to Mayor and Council to authorize the update of Policy #2.7 Vandalism and Willful Damage Policy.

Respectfully Submitted,



Aaron Bisson  
Manager of Recreation and Culture

**Council approval of this report will agree to the recommendation of the Community Services Executive Committee to authorize the update of Policy #2.7 Vandalism and Willful Damage Policy.**

# THE TOWN OF FORT FRANCES

## Section: Community Services

### Policy: Vandalism and Willful Damage Policy

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<b>Creation Date:</b>	February 2012
<b>Review Date:</b>	April 2021
<b>Resolution Number:</b>	
<b>Supersedes Resolution Number:</b>	474 (consent) 02/13
<b>Policy Number:</b>	2.7

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#### 1.0 General Statement

The Town of Fort Frances has made significant investments in facilities, general infrastructure and staff. The town has also experienced an increasing amount of costs due to repairs and replacement due to acts of vandalism, willful damage, accidental damage and normal wear and tear.

#### 2.0 Purpose

This policy will provide a framework for management to take appropriate action to ensure individuals that are misusing, damaging and committing acts of vandalism against municipal property are dealt with in a timely manner that will minimize future unnecessary damage to municipal facilities.

#### 3.0 Procedure

##### a. Zero tolerance for acts of vandalism and wilful damage

The Police are to be called on any damage that has occurred at a municipal facility where in the staff's opinion the damage has been caused by an act of vandalism or committed wilfully. If the individual is known to the staff this information is to be communicated to the OPP and we are to co-operate with the Police and court system to ensure that the individuals be prosecuted to the fullest extent of the law.

##### b. Accidental damage

All individuals that have committed damage to municipal facilities that is deemed accidental but not an act of vandalism the individual or organization will be required to make full restitution for repair of the damage.

c. Zero Tolerance for physical violence and threatening behaviour

Physical violence, threatening behaviour and abusive language will not be tolerated and individuals displaying this kind of behaviour will be asked to stop immediately. If behaviour continues they will be asked to leave the facility. The Police are to be called to escort the individuals from the facility/ premises if there is no improvement in deportment.

#### **4.0 Co- operation with community groups**

A variety of community groups that use and rent our facilities have adopted ZERO TOLERANCE POLICIES. Town administration will assist where necessary and co-operate with our community partners to ensure the safe, and intended use of our facilities by the public. This could include the restriction of access to municipal facilities or the pursuit of legal action at the request of a community group that has experienced repeated misuse of the facility its users, spectators or any other breaches of behaviour that is deemed inappropriate.



<i><b>The Town of Fort Frances</b></i>	<b>SECTION</b> COMMUNITY SERVICES
<b><u>VANDALISM AND WILFULL DAMAGE</u></b> <b><u>POLICY</u></b>	<b>NEW:</b> February 2012 <b>REVISED:</b>
Resolution No. 474 (consent) 02/13	Supercedes Resolution No.
Policy Number 2.7	<b>PAGE 1 of 2</b>

## 1.0 General Statement

The Town of Fort Frances has made significant investments in facilities, general infrastructure and staff. The town has also experienced an increasing amount of costs due to repairs and replacement due to acts of vandalism, wilful damage, accidental damage and normal wear and tear.

## 2.0 Purpose

This policy will provide a framework for management to take appropriate action to ensure individuals that are misusing, damaging and committing acts of vandalism against municipal property are dealt with in a timely manner that will minimize future unnecessary damage to municipal facilities.

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called to escort the individuals from the facility/ premises if there is no improvement in deportment.

#### **4.0 Co- operation with community groups**

A variety of community groups that use and rent our facilities have adopted ZERO TOLERANCE POLICIES. Town administration will assist where necessary and co-operate with our community partners to ensure the safe, and intended use of our facilities by the public. This could include the restriction of access to municipal facilities or the pursuit of legal action at the request of a community group that has experienced repeated misuse of the facility its users, spectators or any other breaches of behaviour that is deemed inappropriate.

TOWN OF FORT FRANCESMINUTESSESSION NO. #5March 16, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre on March 16, 2021 from 1200 to 1315 hrs

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, J. Forbes, Human Resources Manager, K. Haney, Deputy Clerk

REGRETS:

1. **Call to Order @ 1200 hrs/ Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes - Minutes of 16 Feb 21 and 02 Mar 21 - Accepted as presented**
  - 3.1 Session No 3 - 16 February 2021
  - 3.2 Session No 4 - 02 March 2021
4. **Items Referred from Council - none**
5. **New Business**
  - 5.1 Capital Financing - Dawn Galusha - D. Brown to obtain supporting information relating to cost MSC - Concrete repair and forward to Committee. Committee approved as presented.
  - 5.2 2020 Contributions to Reserve Funds - D. Galusha - Approved as presented
  - 5.3 Budgeting Software - D. Galusha - Committee approved moving forward with purchase of Budgeting Software
6. **Outstanding Items**
  - 6.1 Report - Aerial Ladder Truck - Tyler Moffit - Discussion held. Item falls within Capital budgeting process. Item to be forwarded to Committee of the Whole/Council for discussion surrounding purchase/funding piece.
7. **Information - none**
8. **In-Camera - none**
9. **Adjourn @ 1233 hours/ Next Meeting Date - 06 April 2021**

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Executive Committee Chair

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D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #3

February 16, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually on February 16, 2021 from 1207 hrs to 1216 hrs.

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

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, L. Slomke, Clerk, K. Haney, Deputy Clerk/Board Secretary

REGRETS:

1. **Call to Order @ 1207 hrs**
2. **Disclosure of pecuniary interest and the general nature thereof- none**
  - 2.1 Councillor Brunetta disclosed an interest in item 5.1 below as this is her per diem claim for attendance at the RRDMA AGM.
3. **Approval of Previous Committee Minutes - Approved as presented**
  - 3.1 Session No 2 - 19 January 2021
4. **Items Referred from Council - None**
5. **New Business**
  - 5.1 2105 - W. Brunetta RRDMA per diem - Approved as accepted  
  
Councillor Brunetta disclosed an interest in this item as this is her per diem claim for attendance at the RRDMA AGM.
  - 5.2 2106- 357 358- 814 Scott Street - Committee requested further information. D. Galusha to obtain requested information and provide at next meeting.
  - 5.3 2107- MOS 201 Minnie Ave Unit 6 - Committee requested further information. D. Galusha to obtain requested information and provide at next meeting.
  - 5.4 2018- MOS 201 Minnie Ave - Committee requested further information. D. Galusha to obtain requested information and provide at next meeting.
6. **Outstanding Items - None**
7. **Information - None**
8. **In-Camera - none**
9. **Adjourn @ 1216 hrs / Next Meeting Date- 02 March 2021**

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Executive Committee Chair

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D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #4March 2, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually on March 2, 2021 from 12:00 1200 hrs to 1225 hrs

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, J. Hughes, IT Manager, K. Haney, Deputy Clerk. L. Slomke, Clerk

REGRETS:

1. **Call to Order 1200 hrs / Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof**
  - 2.1 Councillor Judson disclosed an interest in item 5.2 below as this is his per diem claim for attendance at the RRDMA AGM.
3. **Approval of Previous Committee Minutes**
  - 3.1 Session no 3 - 16 February 2021 - Approved as presented
4. **Items Referred from Council**
  - 4.1 2021/12 - Letter from Jackie Lampi-Hughes - 1.25% interest charged 1st of every month on late payments. Plans for payment can be developed with Finance if requested.
5. **New Business**
  - 5.1 2021/09 - Ontario Regulation 284/09 - Budget Matters - Review of information presented.
  - 5.2 2021/10 - Councillor Judson RRDMA AGM Per Diem - Accepted as presented  
  
Councillor Judson disclosed an interest in this item with his per diem claim for attendance at the RRDMA AGM.
  - 5.3 Dell "Keep it Program" - J. Hughes - Information reviewed. Accepted as presented.
6. **Outstanding Items**
  - 6.1 2021/07 - Request for Reconsideration MOS - Information received as presented
  - 6.2 2021/08 - Request for Reconsideration MOS - Information received as presented.
7. **Information**
  - 7.1 Fire Rescue Services Report - January 2021 - Accepted as presented
8. **In-Camera - none**
9. **Adjourn at 1225 hrs / Next Meeting Date - 16 March 2021**



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Executive Committee Chair

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D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #004March 17, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday March 17, 2021 from 8:30 a.m. to 9:44 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO, Adam Mitchel (8:30 a.m. to 9:29 a.m.) and Randy Thoms (8:30 a.m. to 9:44 a.m.)

**1 Call to Order/Roll Call**

1.1 The meeting was called to order at 8:30 a.m.

**2 Disclosure of pecuniary interest and the general nature thereof**

2.1 None

**3 Approval of Previous Committee Minutes**

3.1 Minutes from the previous meeting on March 3, 2021 - the minutes were approved as amended.

**4 Items Referred from Council**

4.1 Request for Donation of Rain Barrels - the administration report was approved as presented.

**5 New Business**

5.1 Implementing Asset Management Policies - this item was tabled in order for some revisions to be made.

5.2 February 2021 Drinking Water Systems Monthly Summary - the February 2021 Summary was approved as presented.

5.3 Renewal of Bearskin Annual Lease - the administration report was approved as recommended.

- 5.4 Renewal of Northern Youth Programs Lease - the administration report was approved as presented.

## **6 Information**

- 6.1 Fort Frances Wastewater Treatment Facility - February 2021 Monthly Report - the report was received and will be forwarded on to Council as information only. No action required.
- 6.2 Operations and Facilities Division - Environmental Area - Operations Statistics - February 2021 - the Environmental Stats were received and will be forwarded on to Council as information only. No action required.
- 6.3 Water and Sewer Stats - the water and sewer stats were received and will be forwarded to Council as information only. No action required.
- 6.4 2021 Tonnage at Landfill Site - updated March 10, 2021- the landfill stats were received and will be forwarded on to Council as information only. No action required.
- 6.5 Sewer and Water Data for 2021 - updated March 10, 2021 - the Sewer and Water data were received and will be forwarded on to Council as information only. No action required.

## **7 Adjourn / Next Meeting Date**

- 7.1 The meeting adjourned at 9:44 a.m.

Next meeting April 7, 2021

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Executive Committee Chair

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T. Rob, Manager of Operations & Facilities



Pat Gartshore Chair – Gartch's Int. Pub	A	Rick Wiedenhoeft – Town Councillor Town of Fort Frances	P
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	P
Pam Williams ) 4 Your Pets	P	Ed Gackley Flinthouse	A
Scott Krinke-Turvey Inkspotz	P	RRFDC Representative Geoff Gillon	A
Jamie Pryde Modern Family Diner	A	Heather Johnson Chamber of Commerce Rep	P

## 1. Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Scott Krinke-Turvey chair opened the meeting at 8:03 am. ... The Agenda and minutes had been sent via email. Members were asked for any emergency agenda additions or conflicts of interest, none were noted.

## 2. Approval of Minutes

### B.I.A Board of Management Meeting –10 March 2021

Copies of the minutes from the 10 February 2021 Board of Management Meeting circulated for review and approval. The following motion was made:

#### **Motion #1 Rick Wiedenhoeft/Pam Williams**

TO accept the minutes presented of 20 January 2021

Also to ratify all motions made on that date.

No against or abstentions

**CARRIED**

*Success  
Pam Williams  
Pat Gartshore } via  
Zoom*

## 3. Accounts Payable & Financial Report

#### **Motion #2 –Stacey Cridland/Pam Williams**

TO accept the total payable for, February 2021 in the amount of \$519.80

No against or abstentions

**CARRIED**

**CARRIED**

## 4. New Business

### 1. Provincial Membership

1.

## **5. Committee Reports**

### **Finance and Administration Committee**

1. All good. Working on budget. Surplus again this year. Dawn at Town Hall needs our budget in by 31 March. Pam will be consulting with her regarding it.
2. There appears to be some confusion as to our pledge to the town in regards to Rainy Lake Square. In our agreement it states we agree to pay \$1,000.00 per year for visual enhancements and an additional \$1,000.00 per year for advertising in addition to our initial cash outlay of \$40,000.00 and \$10,000.00 per year for 10 years. Shelley will be calling Dawn to inquire where we stand.

### **Promotions Committee**

1. Rick advised that June will be senior month. Sister Kennedy Centre would like to know if the BIA would be interested in doing a promotion to help them along. Please note that you will be receiving notification closer to June to remind you of this once it has been publicly proclaimed by Town of Fort Frances.
2. Scott & Stacey suggested asking people to write in with comments re good experiences during COVID. They will then be entered into a draw for a gift card from one of our local businesses. It was also suggested that people could comment on the radio. We will be working on an ad promoting testimonials and will give participants a 2 week window.

### **Maintenance Committee**

1. Scott met with Travis re plaque placement. It was agreed upon that our plaque should be placed on the rock cage along with other contributors and not on one of the towers as proposed by the Town.

### **Chamber of Commerce**

1. Heather Johnson is our Chamber representative.
2. Heather will also post on their page if we would like to advertise with them on Facebook.
3. They will be doing a promo in August with more information to come.
4. “Stay in Ontario” is the big push this year they are promoting.
5. Chamber in process of doing inter-town “Go Local” promo’s. She will get info off to Shelley to share.

### **Social Media**

- 1 Stacey is waiting until after Valentine’s Day to set up Like & Share. She is also looking for a contest for Family Day that the whole family can participate in.

### **New Business**

1. Provincial BIA membership is now due. It was decided that as we have never taken advantage of our membership that we will not be renewing it at this time.

## **6. Old Business**

## 1 Setting of Next Board Meeting

### 4. Motion Pam Williams

To close the meeting

No against or abstentions

All in agreement – CARRIED - Meeting Closed at 8:55 a.m.

Our next meeting date will be 14 April, 2021 via Zoom at 8am.

**PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. VIA THE INTERNET UNTIL WE CAN ONCE AGAIN MEET IN PERSON AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.**