



TOWN OF FORT FRANCES

Planning & Development Executive Committee

AGENDA - April 18, 2022 at 8:30 AM

MEETING - Civic Centre

	Page
1. <u>Call to Order - Session no. 21/Roll Call</u>	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
3.1 Session no 20 - 21 March 2022	2 - 3
4. <u>Items Referred from Council - none</u>	
5. <u>New Business</u>	
5.1 SPC02-2020 Planning Report - PDEC 2022	4 - 65
6. <u>Outstanding Items - none</u>	
7. <u>Information</u>	
7.1 PDEC Report - March By-Law Stats	66 - 67
8. <u>In-Camera - none</u>	
9. <u>Adjourn / Next Meeting Date - 02 May 2022</u>	

MINUTES

March 21, 2022

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on March 21, 2022 from 8:30 AM 8:30 a.m. to 9:20 a.m.

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

ALSO PRESENT: F. Anwar, CAO, C. Vangel, CBO/Planner, P. Briere, K. Haney, Deputy Clerk, P. Briere, By-Law Enforcement Officer

REGRETS: D. Judson

1. Call to Order - Session no 20 - Roll Call

1.1 Councillor McTaggart called the meeting @ 0830 hrs

2. Disclosure of pecuniary interest and the general nature thereof

3. Approval of Previous Committee Minutes

3.1 Session no 19 - 07 March 2022 - Approved as presented

4. Items Referred from Council

4.1 North Air Re: Taxi Rates - Correspondence received to Council and subsequently forwarded to PDEC for consideration. Request from company to raise rates due to inflation. Limousine rates to remain the same. Nothing noted re dial a ride. By-law provided a summary of his report. Committee supportive of increase considering insurance/fuel costs. Recommendation from Committee that item return to Council to support increases as requested.

5. New Business

5.1 B1-2022 Zoning By-law Amendment - 1037 Third Street East - Chief Building Official provided an overview of his report. No decisions to be made until after public meeting scheduled for April 11th. Item to return to PDEC if concerns/objections received via way of public meeting. If no comments/enquires received via public meeting, Committee recommends item move forward to following Council meeting.

5.2 B2-2022 Zoning By-law Amendment - 1229 Cornwall Avenue (Lagoon Property) - Chief Building Official provided an overview of his report. Public meeting slated for April 11th. Committee of Adjustment agreed to 3,4,5 and 6. 1 and 2 approved subject to a noise mitigation study. Comparable to Fort Frances Power with respect to noise levels. Committee agrees good use of property and supportive of moving to next step of public hearing. Concerns/objections to be brought back to PDEC for discussion. Monday, April 18th meeting to bring concerns/objections. Bring to Council 25th for decision. If approved by-law potential of Council meeting of May 9th.

6. Outstanding Items - none

7. Information

7.1 OLT Case No. 21-001133 Final Order of the Tribunal - DSSAB to begin operation re design works. Contingent fund subject to approval of grant funding. External consultant to be hired for the plan. Further by-law by council to adopt pre-existing order passed by council.

8. In-Camera - none

9. Adjourn @ 0920 hrs / Next Meeting Date - 04 April 2022

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

**Town of Fort Frances
Administrative Report**

TO: Planning and Development Executive Committee
FROM: Cody Vangel, Chief Building Official & Municipal Planner
SUBJECT: SPC02-2020: Site Plan Control – 814 Scott Street
DATE: April 18, 2022

Issue:

Consideration of application for site plan control regarding development of 18-unit residential apartment building located at 814 Scott Street.

Strategic Impact:

11. Undertake residential development

Options/Alternatives:

1. Approve application for site plan control and enter into site plan control agreement; or
2. Do not require site plan control agreement

Administrative Recommendation:

THAT the application for site plan control and the associated documents be approved;
AND FURTHER THAT the Mayor and Clerk be authorized to execute the site plan control agreement documents on behalf of the corporation.

History:

In 2020, the property owners (Friesen Five Inc. o/a Newfort Developments) of 814 Scott Street successfully rezoned the property from General Commercial to Residential Type Two, as well as amended the Official Plan designation for the property from an Employment Area to a Living Area.

Administration worked with the property owners to finalize a site plan control agreement for the development through the fall of 2020, with an anticipated build scheduled for the summer of 2021. With the ongoing global pandemic, border closures and significant material price hikes, the applicants decided to put the project on hold in 2021. This led to the rescindment of the existing site plan agreement and authorizing by-law.

With the plan for the project remaining the same, the applicant is looking to initiate the project once again for 2022, and as part of this, initiate the site plan control agreement that was rescinded.

Analysis:

Administration has included with this report all applicable documents that were required for the site plan agreement in 2020. The same documents including the draft agreement will form the basis of the agreement. Similar to the initial agreement, administration will seek a \$75,000.00 letter of credit (or hold) against the project to ensure that it is completed in conformance with all associated documents, specification and aspects of the effective agreement.

Consultation:

- Consultation completed in 2020 on the project

Supporting Document / Financial Documents:

- Site plan control application
- Site Plan
- Site servicing and stormwater management plan
- Draft agreement

TOWN OF FORT FRANCES

Planning and Development Division
320 Portage Avenue
Fort Frances, ON P9A 3P9
807.274.5323 ext. 1216

APPLICATION FOR SITE PLAN CONTROL APPROVAL

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

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

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

1. APPLICATION TYPE						
a) New Site Plan Control Agreement: <input checked="" type="checkbox"/>						
b) Amendment to existing Agreement: <input type="checkbox"/> Authorizing By-Law Number _____						
2. PROPERTY INFORMATION						
a) Address	814 Scott Street					
b) Tax Roll No.	59 - 12 - 03 0 - 002 - 02700 59-12-030-002-02800					
c) Legal Description	PCL 411-1 AND PCL 411-2 SEC ALTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.					
d) Dimensions	Frontage	43.559m	Depth	50.466m	Area	2198.24m2
3. APPLICANT INFORMATION						
a) Applicant	Friesen Five Inc.				Phone	204-392-8494
b) Mailing Address	PO Box 15				Postal Code	P9A 3M5
c) Email	terry@hillsideconstruction.ca					
4. AGENT INFORMATION (if applicable)						
a) Agent Name					Phone	
b) Mailing Address					Postal Code	
c) Email						
5. OWNER (If different from 3 above)						
a) Owner					Phone	
b) Mailing Address					Postal Code	
c) Email						
Note – All communication will be sent to Application Contact unless otherwise requested						

6. MORTGAGEES, HOLDERS OF CHARGES OR OTHER ENCUMBRANCES

a) Institution	Steinbach Credit Union		
b) Contact/Reference	Mike Unger	Phone 204-326-3495	
c) Mailing Address	Munger@scu.mb.ca		Postal Code R5G 1B1
d) Email	333 Main Street, Steinbach MB		

7. OTHER APPLICATIONS (Complete if applicable)

a) File Type & No.	B2-2020: Zoning By-Law Amendment (complete)
Details	Amend zoning from General Commercial to Residential Type Two
b) File Type & No.	C1-2020: Official Plan Amendment (complete)
Details	Amend official plan designation from Employment to Living

8. LAND USE

a) Official Plan	Living
b) Current Zoning	Residential Type Two
c) Current Land Use	Vacant

9. BUILDINGS & STRUCTURES

	Existing	Proposed	Required
a) Width	N/a	94 ft (28.65 m)	
b) Length	N/a	57 ft (17.37 m)	
c) Ground Floor Area	N/a	5,070 sq ft (471 m ²)	
d) Gross Floor Area	N/A		
e) Storeys (#)	N/A	3	
f) Dwelling Units(#)	N/A	18	
g) Building Height	N/A		max. 15m
h) Lot Coverage (%)	N/a	24%	max. 50%
i) Landscaped Area (%)	N/a	42%	Min. 30%
j) Parking Spaces(#)	N/a	23	23

10. APPLICANT DECLARATION

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

Dated at Fort Frances this 22nd day of March ~~August~~ 2022



(Signature of Owner or Agent)

(Signature of Owner or Agent)

11. APPLICANT'S AUTHORIZATION IF AGENT SUBMITTING THIS APPLICATION

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

(Signature of Owner or Applicant)

NOTE

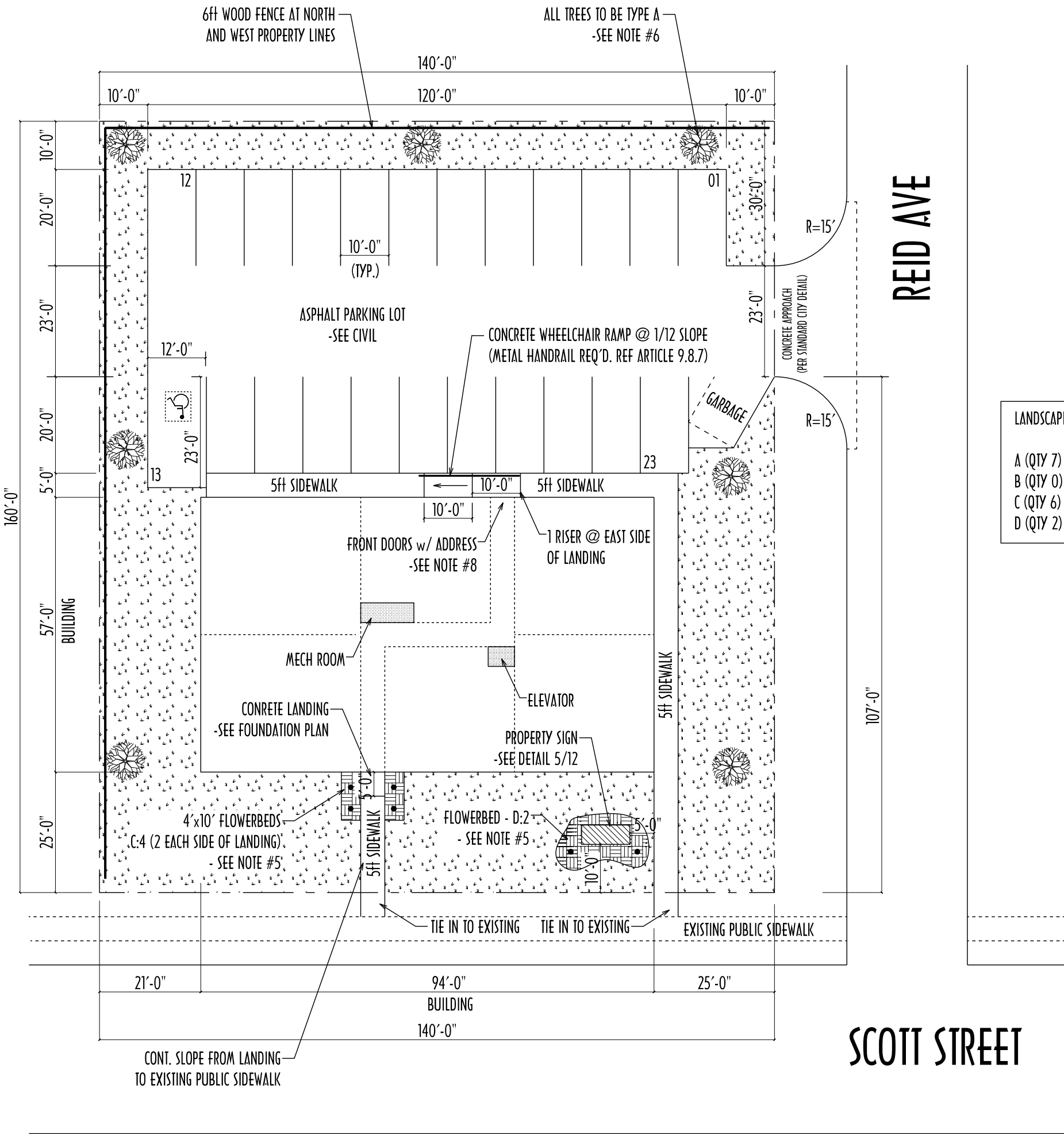
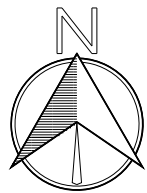
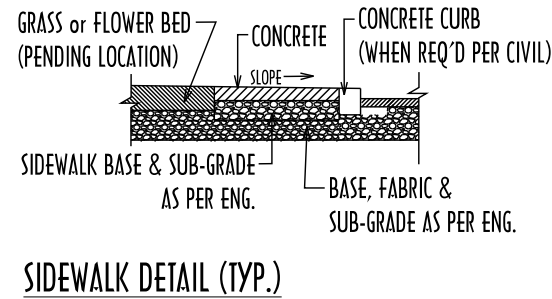
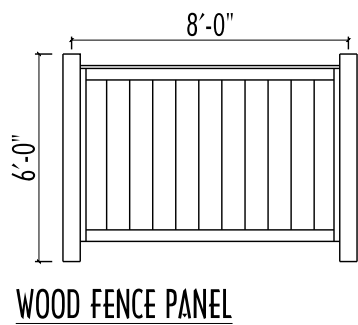
**APPROVAL OF A SITE PLAN DOES NOT RELIEVE THE
OWNER TO SATISFY REQUIREMENTS OF THE ZONING BY-LAW OR
BUILDING CODE. THE OWNER MUST APPLY FOR ALL OTHER APPLICABLE
PERMITS.**

NEW MULTI-FAMILY CONSTRUCTION (814 SCOTT STREET)

3x6=18 PLEX
16 RESIDENTIAL

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

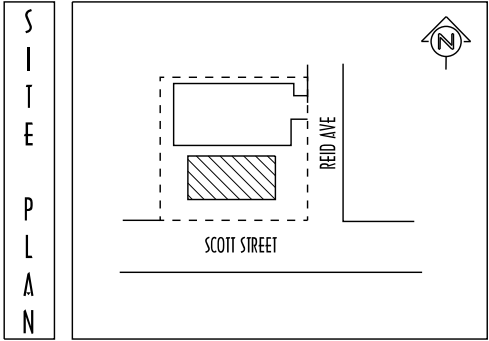
LOT = 22,400 SQ FT
BLDG FOOTPRINT = 5,358 +- SQ FT (24%)
PARKING LOT = 7,600 SQ FT (34%)
GREENSPACE = 42%



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

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

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



NOTES

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

HILLSIDE CONSTRUCTION

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

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



**Functional Site Servicing and
Stormwater Management Design
Brief**

18-Unit Apartment Building
814 Scott Street
Fort Frances, Ontario

January 29, 2021

Prepared for:

Hillside Construction

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

Prepared by:

Stantec Consulting Ltd.
1263 Innovation Drive
Thunder Bay, Ontario
P7B-0A2



FUNCTIONAL SITE SERVICING AND STORMWATER MANAGEMENT DESIGN BRIEF

This document entitled Functional Site Servicing and Stormwater Management Design Brief was prepared by Stantec Consulting Ltd. ("Stantec") for the account of Hillside Construction (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by _____

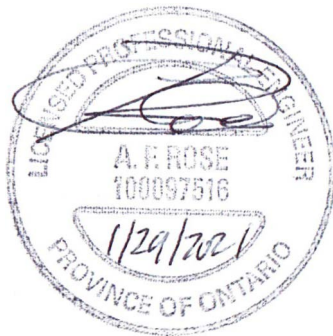
(signature)

Luke Viljakainen, B.Eng.

Reviewed by _____

(signature)

Tyler Rizzuto, BA, CPT



Approved by _____

(signature)

Adam Rose, P.Eng



Table of Contents

1.0	INTRODUCTION.....	1
2.0	WATER SERVICING.....	2
2.1	EXISTING WATER SERVICING	2
2.2	PROPOSED WATER SERVICING	2
2.3	FIRE PROTECTION.....	3
3.0	SANITARY SERVICING.....	4
3.1	EXISTING SANITARY SERVICING	4
3.2	PROPOSED SANITARY SERVICING	4
4.0	STORMWATER MANAGEMENT.....	5
4.1	EXISTING CONDITIONS	5
4.2	PROPOSED SWM PLAN	5
5.0	GRADING AND DRAINAGE PLAN	7
6.0	CLOSURE.....	8

Figure 1: Pre-development Catchment Area

Figure 2: Post-development Catchment Area

Appendix A: Fire Flow Assessment

Appendix B: Fire Underwriters Survey

Appendix C: Sanitary Hydraulic Design Sheet

Appendix D: Construction Drawings

Appendix E: PCSWMM Modeling Results



1.0 INTRODUCTION

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

Stantec understands the project is located within the municipality at 814 Scott Street. The existing building on the property will be demolished to accommodate the proposed development, which also includes 23 parking stalls, concrete sidewalks, and greenspace.

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

The purpose of this report is to identify the requirements for site servicing and stormwater management as it relates to current municipal criteria, to demonstrate how the existing infrastructure supports the proposed site, and to address the provision of site grading, domestic and fire water services, storm and sanitary sewers, and stormwater management.



2.0 WATER SERVICING

2.1 EXISTING WATER SERVICING

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

2.2 PROPOSED WATER SERVICING

Based on the total fixtures proposed for the apartment building and Table 7.6.3.2.A of the OBC (2012), the total Fixture Unit (FU) count was estimated. Based on the FU count calculated and Figure 4-2 of the AWWA Sizing Water Service Lines and Meters, Third Edition (2014), the probable water demand is estimated to be 2.6 L/s. The design flow is summarized in the following table:

Table 1 – Design Flow

Peak Water Demand (L/s)	2.6	AWWA M22 Manual Figure 4-2
Peaking Factors		
Minimum Rate Factor	0.4	MOECP, Design Guidelines for Drinking Water Systems (2008)
Maximum Day Factor	2.75	
Peak Rate Factor (Max. Hour)	4.13	
Peaking factors	Flows (L/s)	
Average Daily Demand (ADD)	0.63	
Hourly Demand	0.25	
Maximum Daily Demand (MDD)	1.73	
Peak Hourly Demand (PHD)	2.60	
Fire Flow (FF) ¹	167	Fire Underwriters Survey (1999)
Fire Flow (FF)	75	A-3.2.5.7. OBC (2012)
MDD + FF	169.60	
PHD	2.60	
Design Flow (MDD + FF)	169.40	
Notes:		
1. FUS governs over OBC for calculation purposes.		

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



2.3 FIRE PROTECTION

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

Based on the fire hydrant flow test, the available water supply at a residual pressure of 20 psi is 125 L/s (**Appendix A**). According to A-3.2.5.7. of the OBC (2012), the minimum water supply for firefighting purposes for the apartment building is 75 L/s. The Fire Underwriters Survey (FUS) is also used to estimate the required water supply for a major fire; this assessment includes stock details such as building size, type of construction, exposures, occupancy, and fire protection systems. The estimated FUS fire flow is estimated to be 167 L/s (**Appendix B**). The available water supply satisfies section A-3.2.5.7, but not the FUS estimate. The FUS is a recommendation and not a requirement; the available fire flow should be reviewed and approved by the City of Fort Frances Fire Department.



3.0 SANITARY SERVICING

3.1 EXISTING SANITARY SERVICING

Existing 375 mm sanitary sewers are located within Scott Street and Reid Avenue. The site is provided a 150 mm sanitary service terminated at property line connecting to the Reid Avenue sanitary sewer.

3.2 PROPOSED SANITARY SERVICING

The building will be provided a new 150 mm sanitary service extending from the stubbed sanitary service at property line. The sanitary service will target a 2.0% slope and during peak flows will not exceed 17.6% of its available capacity. Detailed calculation can be found in **Appendix C**.

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



4.0 STORMWATER MANAGEMENT

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

1. Control the post-development peak discharge rate for the 50-year storm event to less than or equal to the pre-development rate.
2. Minimal level of sediment and pollutant control is achieved via proposed SWM facility.
3. Pre-development and post-development catchment areas are shown on **Figure 1** and **2**, respectively. Construction Drawings for the development can be found in **Appendix D**.

4.1 EXISTING CONDITIONS

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

The pre-development catchment area (**Figure 1**) is comprised of existing building, gravel parking lot and green space. The total impervious percentage (TIMP) is 33% for the pre-development conditions.

4.2 PROPOSED SWM PLAN

The subject property is divided into two sub catchment areas (**Figure 2**): catchment 201 is 0.11 ha in size and is comprised of the proposed asphalt parking lot, concrete sidewalks, and green space; catchment 202 is 0.11 ha in size and is comprised of the proposed apartment building, concrete sidewalks, and green space. The TIMP for catchment 201 and 202 is 78% and 48%, respectively.

Catchment 201 will direct stormwater runoff towards the proposed SWM facility via sheet flow and is oversized to accommodate the uncontrolled runoff discharged from catchment 202.

The majority of catchment 202 will direct stormwater runoff towards Scott Street via sheet flow; the east portion of the site between Reid Avenue and the concrete sidewalk will be directed towards the existing culvert and subsequent storm sewer system. The following table summarizes the PCSWMM modeling results for the pre-development, post-development, and controlled development peak flows:



Table 2 – PCSWMM Model Peak Flows for 50-year Storm Event

Catchment	Pre-development ¹ (m ³ /s)	Post-development (m ³ /s)	Controlled development (m ³ /s)
201	0.070	0.046	0.025
202		0.041	0.041
Total	0.070	0.087	0.066
Notes:			
1. Pre-development runoff for the entire site is directed to Scott Street.			

Based on the PCSWMM controlled development simulation for the 50-year storm event, a total storage of 17 m³ is required for catchment 201 to obtain a peak flow of 0.025 m³/s from 0.046 m³/s. The storage facility provides a total of 22 m³ of active storage (ponding). Flow will be controlled via 100 mm orifice plate located within the proposed catch basin. The catch basin will connect to an existing storm sewer system on Gillon Street. Detailed PCSWMM modelling results can be found in **Appendix E**.



5.0 GRADING AND DRAINAGE PLAN

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

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

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



6.0 CLOSURE

The information and data contained in this report, including without limitation, the results of any sampling and analyses conducted by Stantec pursuant to its Agreement with the client, have been developed or obtained through the exercise of Stantec's professional judgment and are set forth to the best of Stantec's knowledge, information, and belief. Although every effort has been made to confirm that this information is factual, complete, and accurate, Stantec makes no guarantees or warranties whatsoever, whether expressed or implied, with respect to such information or data.

The information and data presented in this report are based on the purpose and scope of the project and form the basis for any conclusions and recommendations presented herein. Any conclusions and recommendations presented herein do not preclude the existence of environmental and/or engineering concerns other than those that may have been identified.

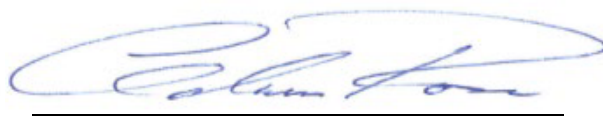
Work performed by Stantec personnel employed sound engineering assessment principles. Stantec cannot guarantee the accuracy and reliability of information provided by others or third parties. Therefore, Stantec does not claim responsibility for undisclosed environmental concerns or conditions that may result in costs for environmental clean-up and/or remediation. This report is intended for information purposes only.

Respectfully submitted by:

Stantec Consulting Ltd.



Luke Viljakainen
Engineer in Training
Phone: 807 626 5640 x9509
luke.viljakainen@stantec.com



Adam Rose P. Eng.
Principal, Manager of Engineering
Phone: 807 285-9007
adam.rose@stantec.com



FIGURES

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

[illegible]

File Name: 72065C_SWM03
Project Number: 129672065

TR LV AR 2020.09.29
Dwn. Dsgn. Chkd. YYYY.MM.DD

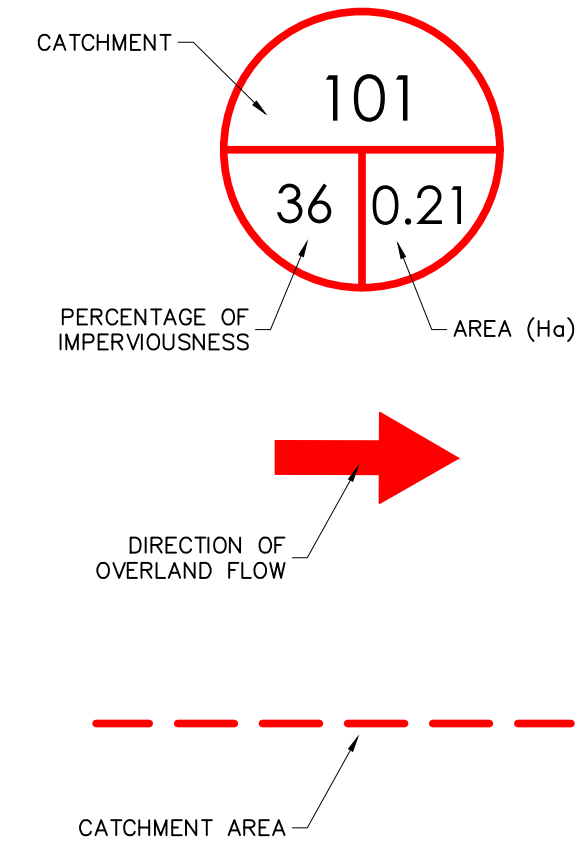
1. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE FUNCTIONAL SITE SERVICING DESIGN BRIEF.
2. SITE PLAN PREPARED BY OTHERS
3. NOT FOR CONSTRUCTION

HILLSIDE CONSTRUCTION

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

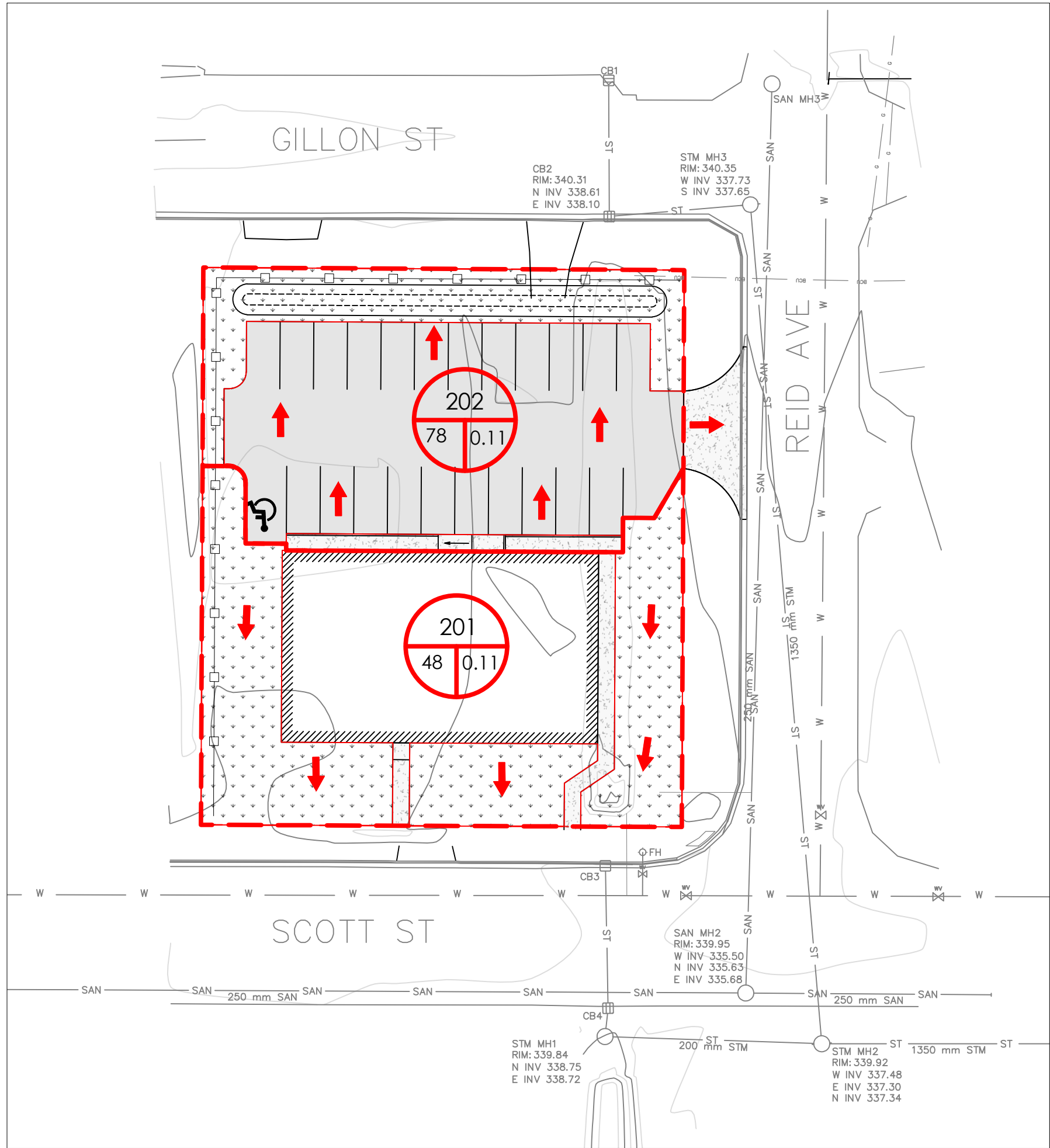
Title
PRE DEVELOPMENT CATCHMENT

Revision	Date
00	2021/01/19
Reference Sheet	Figure No.

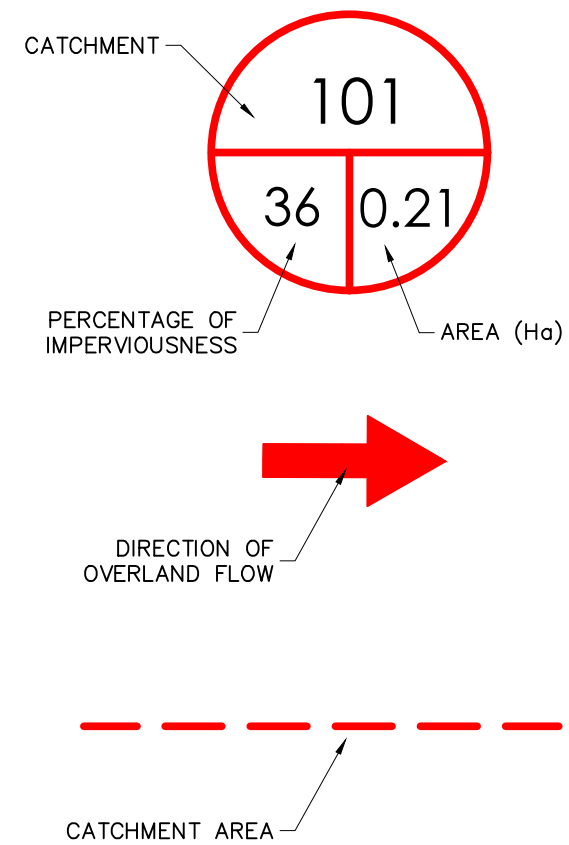


\\1296\active\129672065\03_data\gis_cad\working_folder\design_development\stormwater_db\72065c_swm03

Page 67 of 67



POST DEVELOPMENT



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

Copyright Reserved

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

Permit/Seal

ISSUED FOR FINAL	TR	LV	2020.01.11
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_SWM03
Project Number: T29672065

TR	LV	AR	2020.09.29
Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Notes

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

CLIENT

HILLSIDE CONSTRUCTION

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

Title
POST DEVELOPMENT CATCHMENT

Revision	Date
00	2021/01/19
Reference Sheet	Figure No.
	02

APPENDICES

Appendix A FIRE FLOW ASSESSMENT



Hydrant Flow Test - Computation						
18-Unit Apartment Building					Flow Hydrant:	Scott Street
Fort Frances, Ontario					Residual Hydrant:	Reid Avenue
Hillside Construction					Main Size:	250 mm
Flow (Gal/min)	Flow (L/min)	Flow (L/s)	Flow (Q ^ 1.852) (L/s)	Head (m)	Residual Pressure (kPa)	Residual Pressure (psi)
0	0	0.0	0	53	524	76
267	1009.3	16.8	186	51	497	72
548	2071.4	34.5	706	46	448	65
1055	3987.9	66.5	2374	41	407	59
			7196	14	140	
700	kpa, max pressure		350	kpa, max daily demand		
550	kpa, homes		275	kpa, max hourly		
			140	kpa, max day + fire		
Graphical interpolation of fire flow availability at 140 kPa					7260	L/min
Total test flow rate measured during test					3987.9	L/min
Pressure drop from static pressure to desired residual pressure					384	kPa
Actual pressure drop measured during test (static - actual residual)					117	kPa
Computation for available fire flow at 140kPa					7600	L/min
Notes:						
1. Hydrant flow test conducted by Vipond Inc.						

Appendix B FIRE UNDERWRITERS SURVEY



Project Name: Apartment Building
Project No. 129672065

Date: 10-Oct-20
Designed By: L.V
Checked By:

Fire Underwriters Survey

Note: This estimate of required fire flow for the proposed development is based on 1999 edition of the Fire Underwriters Survey (FUS).

Outline of Procedure (FUS, 1999)

- A. Determine the type of construction.
 - B. Determine the ground floor area.
 - C. Determine the height in storeys.
 - D. Using the fire flow formula, determine the required fire flow to the nearest 1,000L
 - E. Determine the increase or decrease for occupancy and apply to the value obtained in Table D (FUS, 1999). Do not round
 - F. Determine the decrease, if any, for automatic sprinkler protection. Do not round off the value.
 - G. Determine the total increase for exposures. Do not round off the value.
 - H. To the answer obtained in E, subtract the value obtained in F and add the value obtained in G.
- *The final figure is customarily rounded off to the nearest 1000 L/min. (FUS, 1999)

1.0 Fire Flow

A. Non-combustible construction	C	0.8
B. Groundfloor area		498 sq.m
C. Storeys		3
	Total Area, A	1494
D. $F = 220 C A^{1/2}$	F =	7000 L/min
E. Occupancy, apartment	Adjustment	0% 7000 L/min
F. Automatic sprinkler protection	Adjustment	0% 7000 L/min
G. Increase for exposure: 3.1 m to 10 m	Adjustment, N	20%
30.1m to 45m	Adjustment, E	5%
30.1m to 45m	Adjustment, S	5%
	Adjustment, W	0%
	Adjustment	30% 9100 L/min
H. Overall adjustments to fire flow estimates		9100 L/min
Therefore the final F_F estimate is:	Final Fire Flow, F_F =	10000 L/Min
		167 L/s
With a corresponding required duration of fire flow of:		2 Hours

Appendix C SANITARY HYDRAULIC DESIGN SHEET



Table 10
Sanitary Sewer Hydraulic Design Sheet

Designed By: L.V. Date: 28-Sep-20
Checked By: Date:

Location	Catchment	From	To	Individual	Accumulative			Peak	Extran.	Total	Length	Size	Slope	Capacity	Velocity	Q(d)/Qcap
Street/Lot				P, cap	Area, ha	P, cap	Area, ha	Q(p), L/s	Q(l), L/s	Q(d), L/s	L , m	D, mm	S, m/m	Qcap(full),L/s	V(full),m/s	
1	2	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Building	NA	BLDG	MH1	NA	NA	NA	0.97	3.5	0.3	3.8	8.6	150	0.02	21.5	1.22	17.6%
Equations:																
q =		average daily per capita (L/cap.d)			Maximum Probable Drainage (OBC)			Mannings Equation								
l =		unit of peak extraneous flow			Q(p) = Maximum Probable Demand (OBC)			Qcap = (D/1000)^2.667*(S/100)^0.5(3.211*n)*1000 L/s								
Q(p) =		peak population flow (L/s)			Q(l) = IA (L/s); Area in ha.			D = pipe size (mm)								
Q(l) =		peak extraneous flow (L/s)			Q(d) = Q(p) +Q(l) (L/s)			S = slope (grade) of pipe (%)								
Q(d) =		peak design flow (L/s)						n = roughness coefficient								
Input Data:																
Smooth wall pipe, n =					0.013											
Residential Sewage Flow =					400 L/cap/day											
Single Family Residential Population Density =					175 persons/ha											
Peaking Factor (MOECC, 2008) =					4.5											
Extraneous Flow, E =					0.26 L/ha/s											

Appendix D CONSTRUCTION DRAWINGS



Notes

LEGEND

PROPOSED	
	NEW BUILDING
	NEW ASPHALT PARKING LOT
	NEW LANDSCAPE AREA
	NEW CONCRETE SIDEWALK
	NEW MANHOLE
	NEW CATCH BASIN
	NEW FENCE
	NEW SANITARY SERVICE
	NEW WATER SERVICE
	NEW SWALE
	DESIGNED GRADE
	EXISTING GRADE

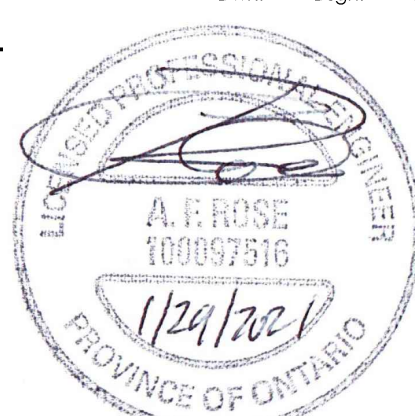
EXISTING FEATURES

	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING WATER MAIN
	EXISTING HYDRO POLE
	EXISTING STORM WATER SERVICE
	EXISTING SANITARY SERVICE
	EXISTING WATER SERVICE
	EXISTING UNDERGROUND CABLE LINE

UPDATED FOR CONSTRUCTION	TR	AR	2021.01.29
ISSUED FOR CONSTRUCTION	TR	AR	2021.01.29
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_DD0011	TR	LV	2020.09.30
	Dwn.	Dsgn.	Chkd.

Permit/Seal



Client/Project Logo

Client/Project
Hillside Construction

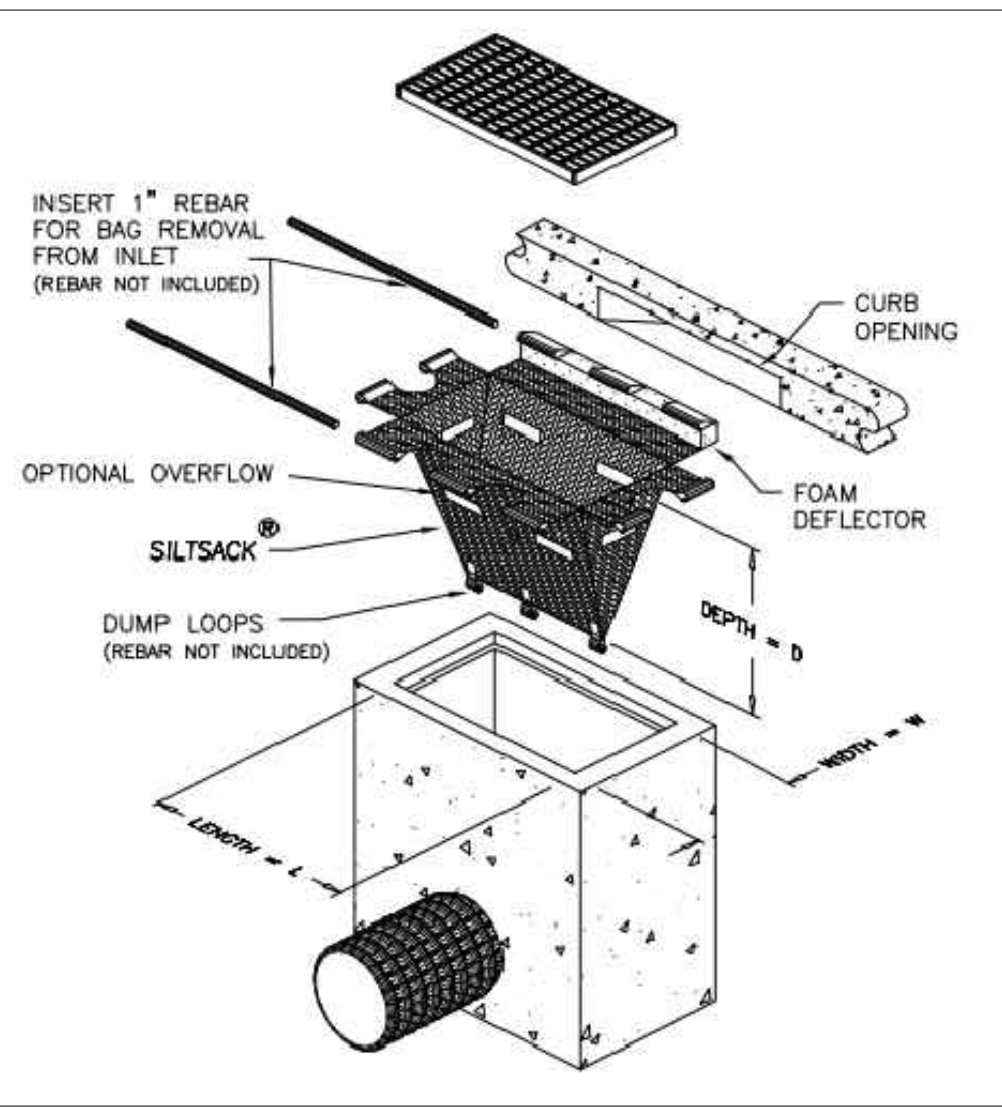
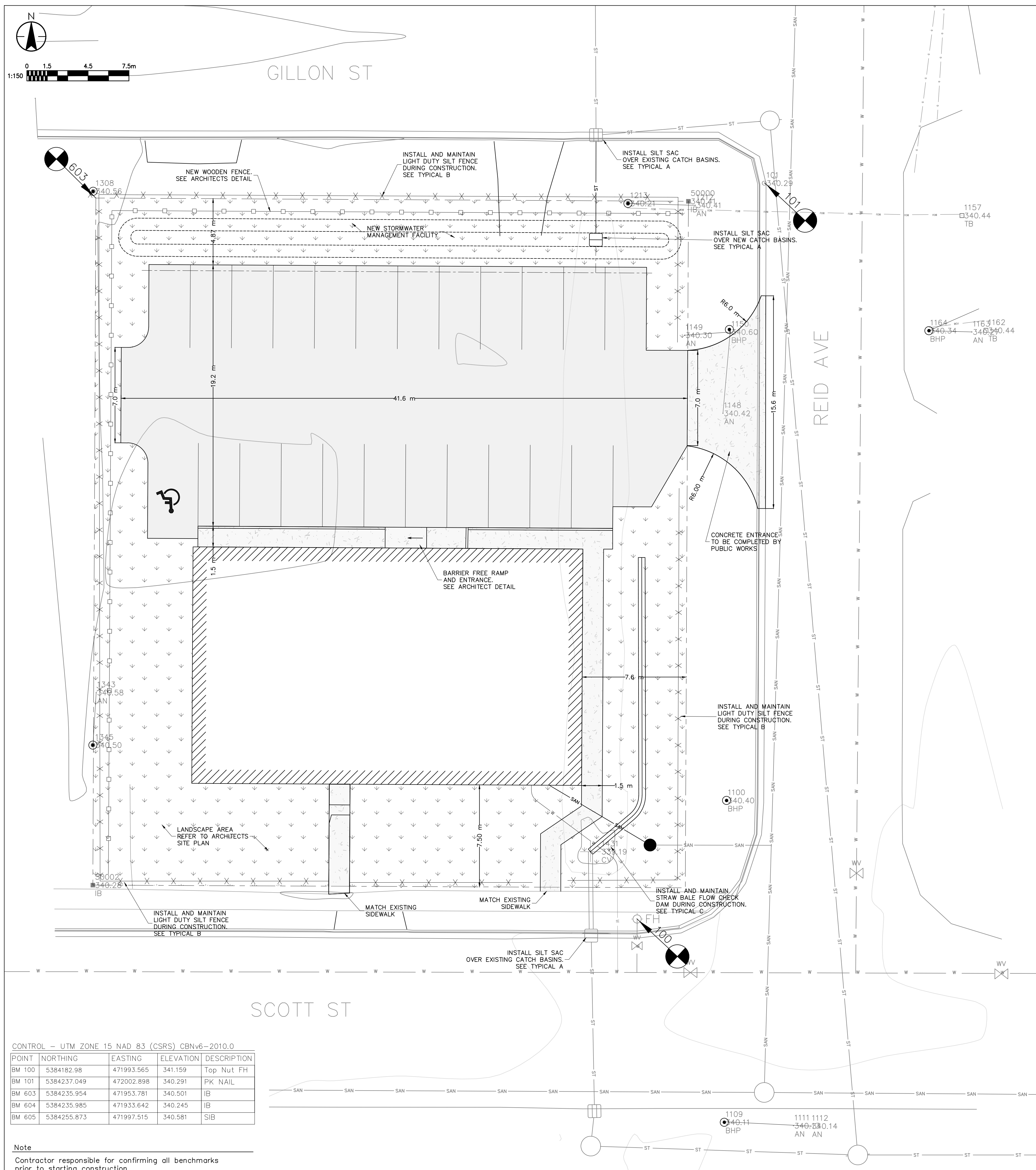
New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

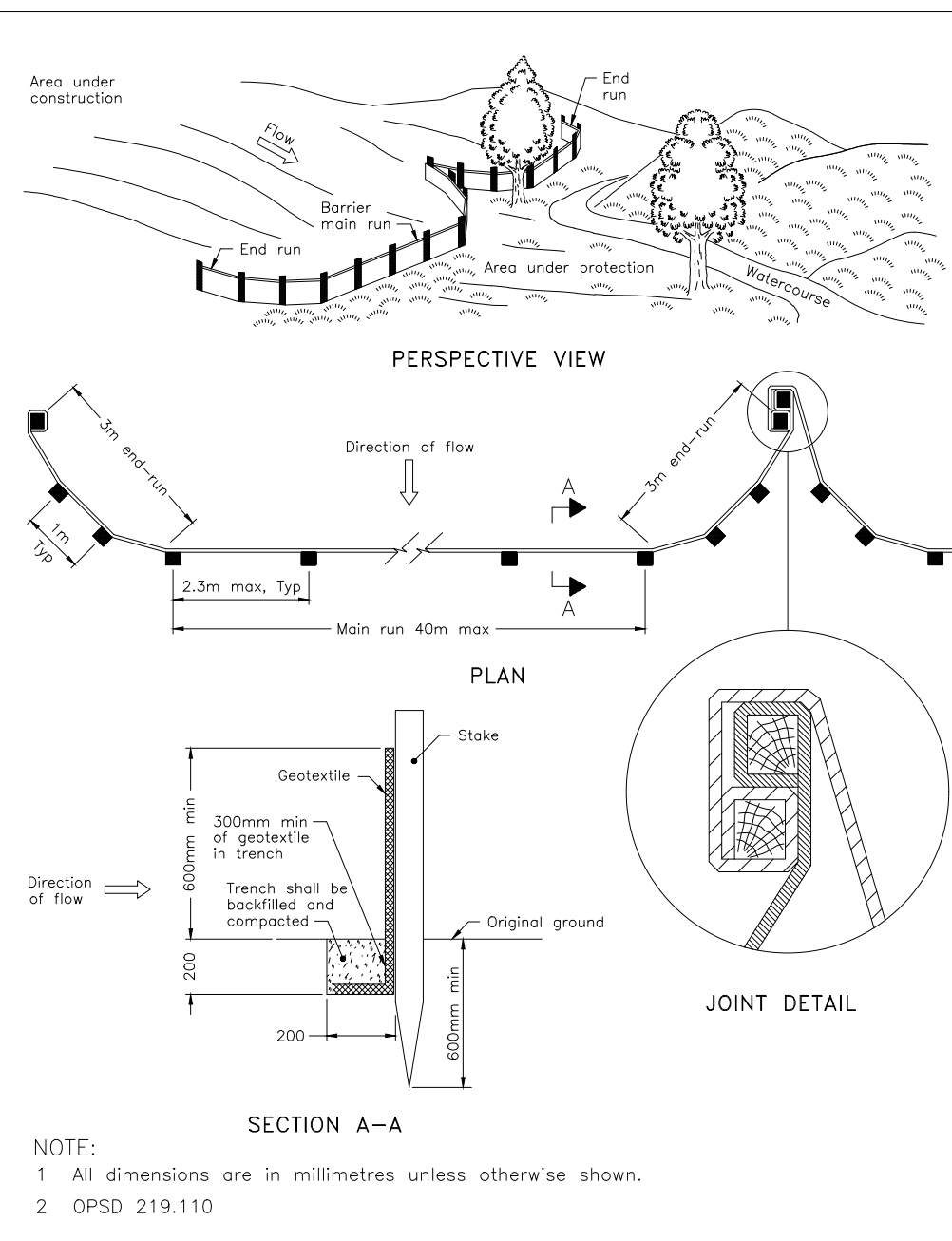
Title
SITE PLAN AND EROSION SEDIMENT
CONTROL PLAN

Project No. 129672065 Scale

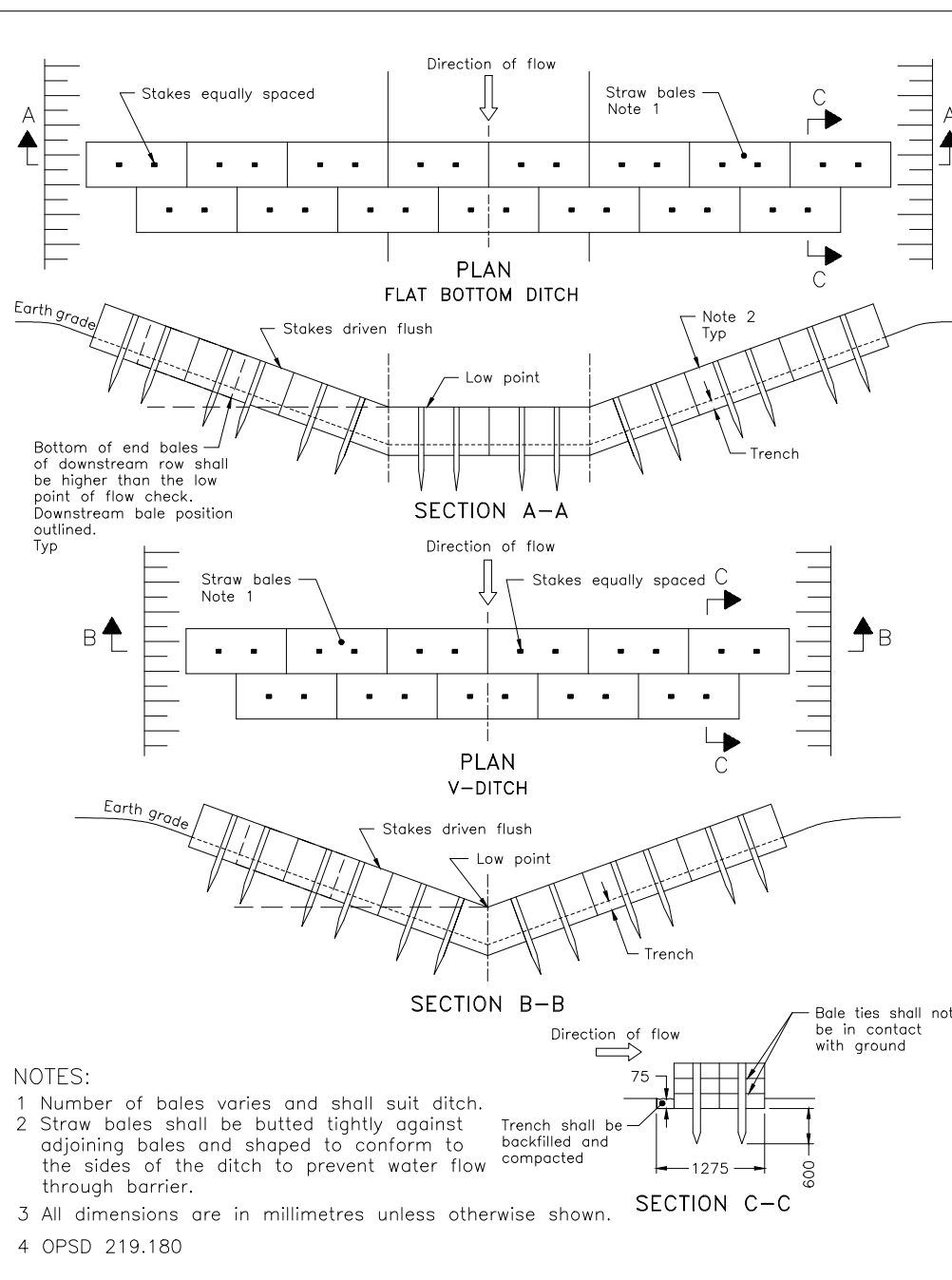
Revision 00 Sheet 01 of 03 Drawing No. C.01



A
c.01 CATCH BASIN SILT SACK
NTS



B
c.01 LIGHT DUTY SILT FENCE
NTS

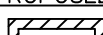











C
c.01 STRAW BALE FLOW CHECK DAM
NTS









CONTROL - UTM ZONE 15 NAD 83 (CSRS) CBNv6-2010.0

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM 100	5384182.98	471993.565	341.159	Top Nut FH
BM 101	5384237.049	472002.898	340.291	PK NAIL
BM 603	5384235.954	471953.781	340.501	IB
BM 604	5384235.985	471933.642	340.245	IB
BM 605	5384255.873	471997.515	340.581	SIB

Note
Contractor responsible for confirming all benchmarks prior to starting construction.

LEGEND	
	NEW BUILDING
	NEW ASPHALT PARKING LOT
	NEW LANDSCAPE AREA
	NEW CONCRETE SIDEWALK
	NEW MANHOLE
	NEW CATCH BASIN
	NEW FENCE
	NEW SANITARY SERVICE
	NEW WATER SERVICE
	NEW SWALE
	DESIGNED GRADE
	EXISTING GRADE

EXISTING FEATURES

	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING WATER MAIN
	EXISTING HYDRO POLE
	EXISTING STORM WATER SERVICE
	EXISTING SANITARY SERVICE
	EXISTING WATER SERVICE
	EXISTING UNDERGROUND CABLE LINE

UPDATED FOR CONSTRUCTION	TR	AR	2021.01.29
ISSUED FOR CONSTRUCTION	TR	AR	2021.01.20
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_DD0011	TR	TR	LV	2020.09.30
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Client/Project Logo

Client/Project
Hillside Construction

New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
NEW CIVIL SITE SERVICING PLAN

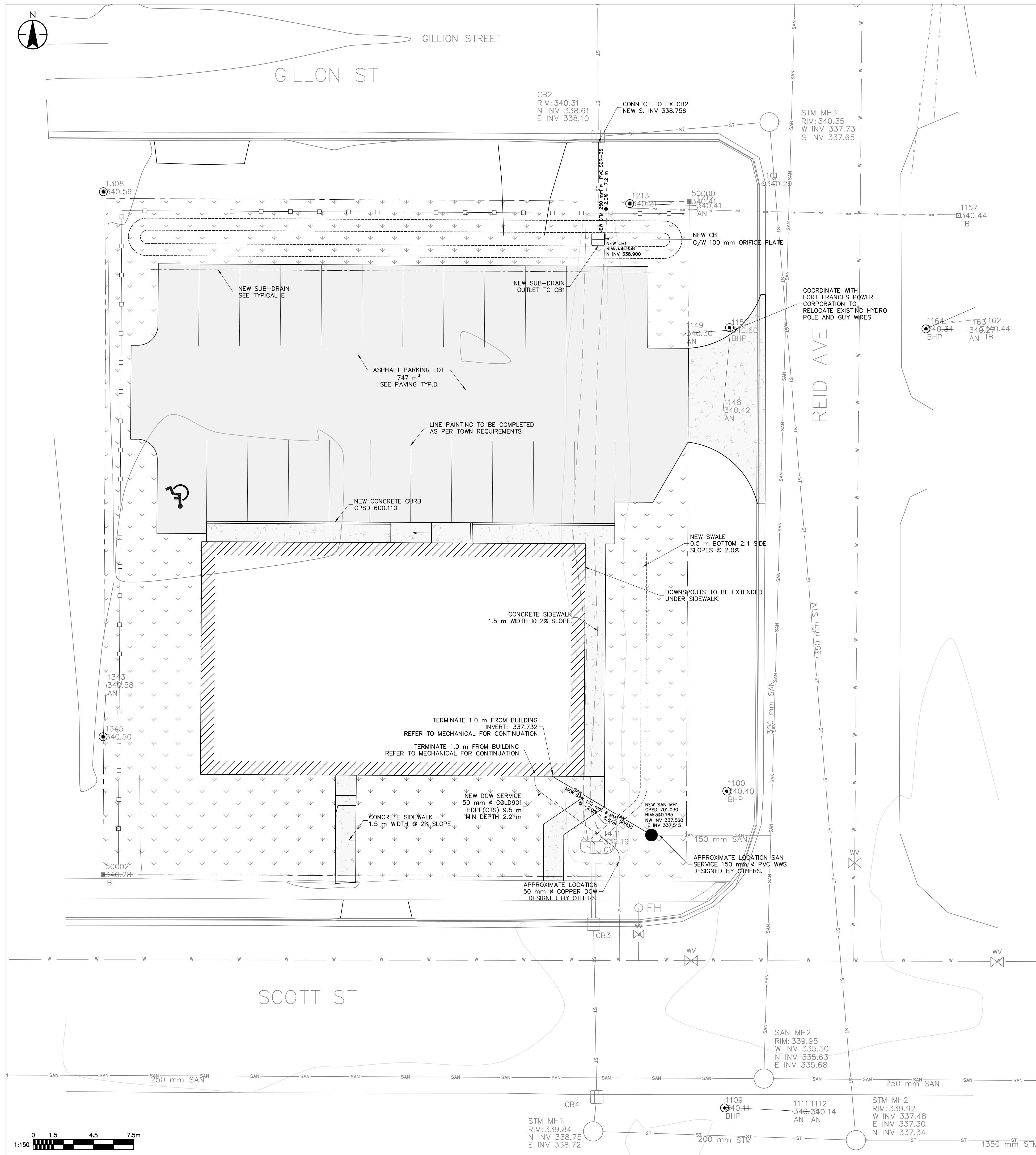
Project No.
129672065

Scale

Revision 00 Sheet 02 of 03

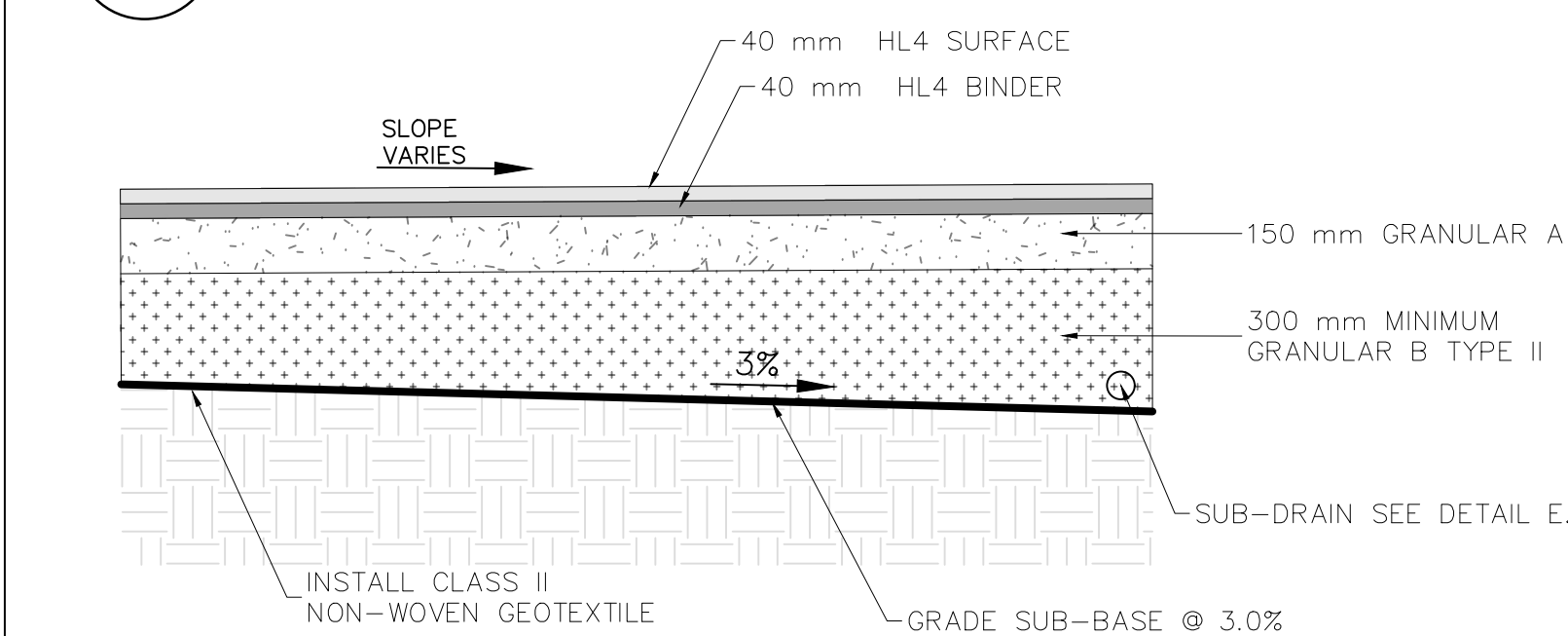
Drawing No.

C.02



1. SITE PLAN PREPARED BY OTHERS.
2. CONTRACTOR TO REFER TO STANTEC'S GEOTECHNICAL REPORT FOR SUBSURFACE CONDITIONS.
3. CONTRACTOR TO REFER TO STANTEC'S ENVIRONMENTAL SITE INVESTIGATION REPORT FOR AREAS OF POTENTIAL ENVIRONMENTAL CONCERN.
4. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND TESTING RESULTS TO CONFIRM CONFORMANCE TO OPSS SPECIFICATIONS AND CONTRACT DRAWINGS.
5. CONTRACTOR RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES.
6. MANAGEMENT OF EXCESS MATERIAL TO OPSS.MUNI 180
7. SITE GRADING TO OPSS.MUNI 206
8. CONCRETE SIDEWALKS TO OPSS.MUNI 351
9. CONCRETE CURB AND GUTTER SYSTEMS TO OPSS.MUNI 353
10. TRENCHING, BACKFILLING, AND COMPACTION TO OPSS.MUNI 401
11. EXCAVATING, BACKFILLING AND COMPACTING AROUND MAINTENANCE HOLES AND CATCH BASINS TO OPSS.MUNI 402
 - a. MAINTENANCE HOLES TO OPSP 701.030.
 - b. CATCH BASINS TO OPSP 705.010.
12. PIPE SUBDRAINS TO OPSS.MUNI 405
13. PIPE SEWER INSTALLATION TO OPSS.MUNI 410
14. HOT MIX ASPHALT TO OPSS.MUNI 310
15. WATERMAIN INSTALLATION TO OPSS.MUNI 411
 - 14.1. AT LEAST 2.2 m COVER SHALL BE PROVIDED FOR WATER SERVICE. IF COVER CANNOT BE ACHIEVED, INSULATE AS PER OPSP 1109.030.
16. DEWATERING EXCAVATIONS TO OPSS.MUNI 517
17. MATERIAL SPECIFICATION FOR BASE, SUBBASE, SELECT SUBGRADE, AND BACKFILL TO OPSS.MUNI 1010
 - a. ALL MATERIALS SHALL BE KEPT FROM FREEZING AND SHALL NOT CONTAIN ANY ORGANICS.
 - b. USE OF NATIVE MATERIAL FOR BACKFILL IS NOT PERMITTED.
 - c. GRANULAR MATERIAL:
 - i. GRANULAR A
 - ii. GRANULAR B TYPE I OR II
 - iii. BEDDING MATERIAL GRANULAR A OR GRANULAR B TYPE I OR II, WITH 100% PASSING THE 26.5 MM SIEVE.
18. EROSION AND SEDIMENT CONTROL PLAN.
 - a. THE CONTRACTOR WILL PRODUCE AN EROSION AND SEDIMENT CONTROL PLAN (THE "EROSION AND SEDIMENT CONTROL PLAN" OR THE "ESC PLAN") FOLLOWING THE GUIDANCE PROVIDED OPSS 805 AND IN ACCORDANCE WITH THE AUTHORITIES HAVING JURISDICTION. THE OBJECTIVE OF THE ESC PLAN IS TO MINIMIZE SEDIMENT INPUTS INTO WATERCOURSES BY REDUCING THE POTENTIAL FOR SEDIMENT, EROSION, AND RUNOFF FROM THE SITE. THE ESC PLAN SHALL INCLUDE DETAILED, SITE-SPECIFIC MEASURES BY WHICH THE CONTRACTOR WILL CONTROL SEDIMENT AND EROSION DURING CONSTRUCTION, INCLUDING THE PROPOSED LOCATIONS FOR EROSION CONTROL MEASURES SUCH AS SILT FENCES, THE LOCATIONS OF SOIL STOCKPILES, AND METHODS FOR EROSION CONTROL ON EXPOSED SOILS AND STOCKPILES. THE CONTRACTOR WILL ENSURE THAT THE ESC PLAN IS PREPARED BY A QUALIFIED PROFESSIONAL.

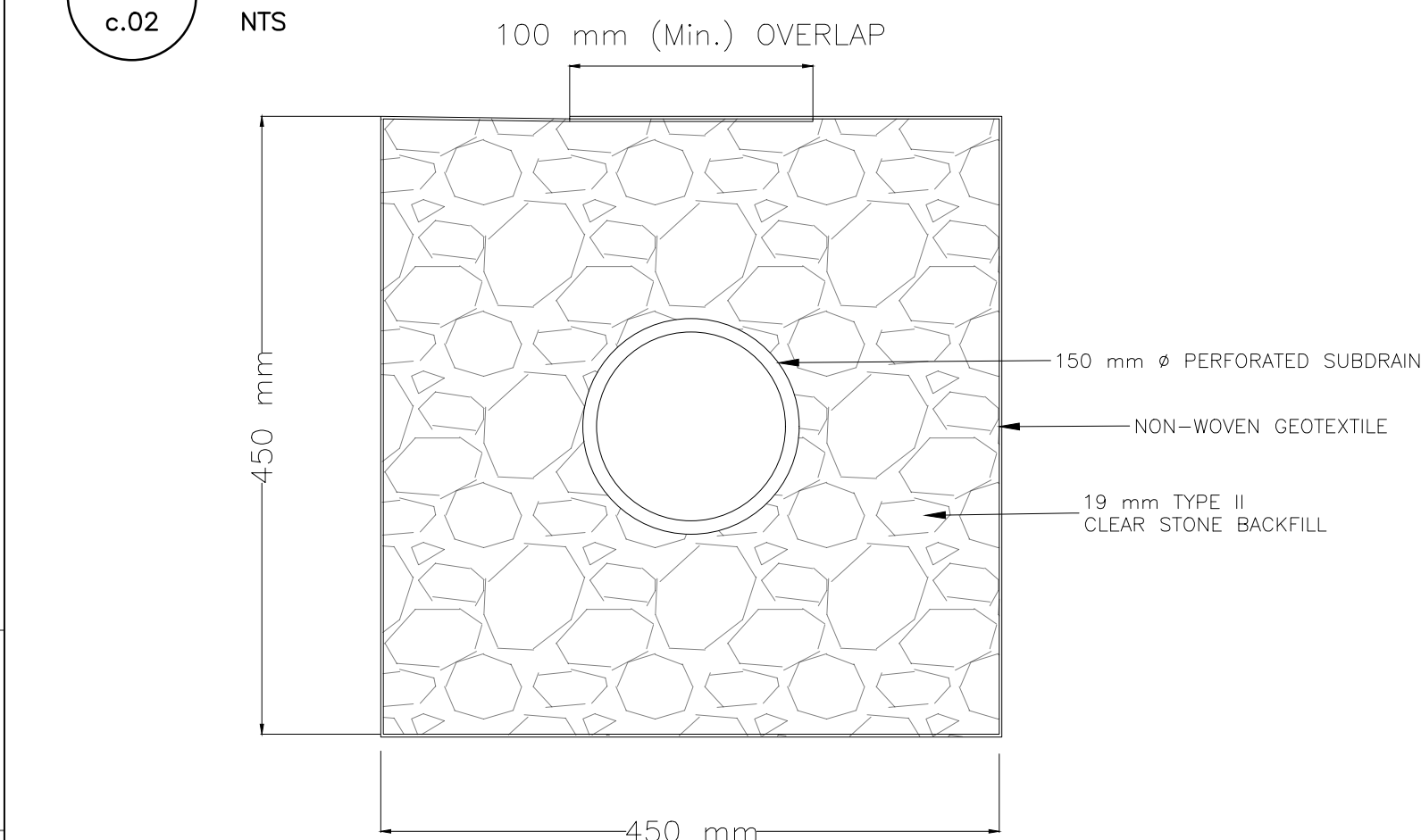
c.02

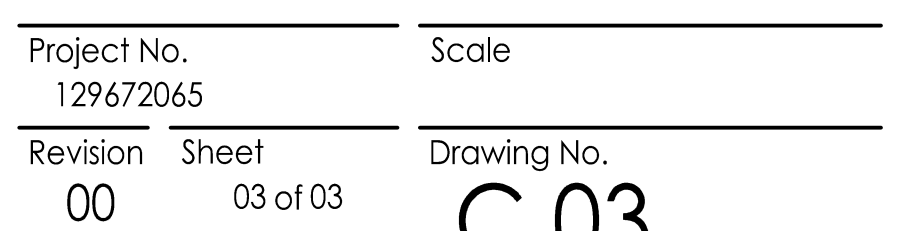
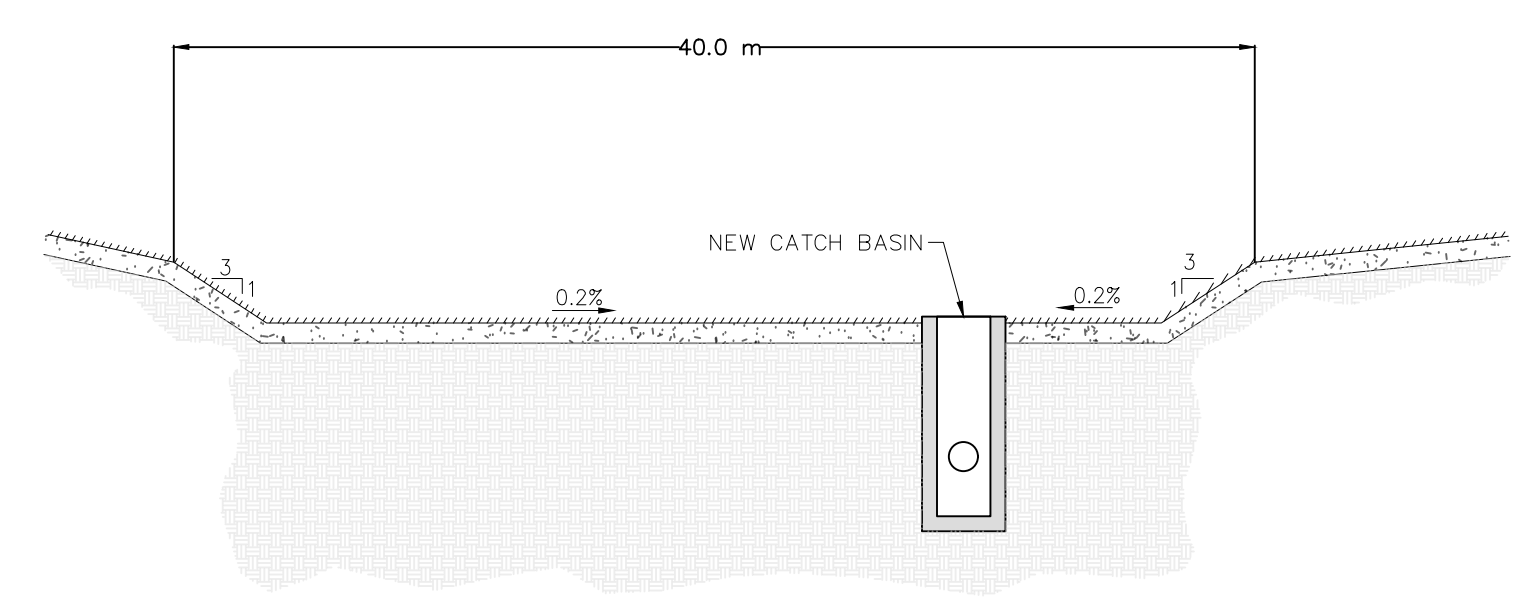
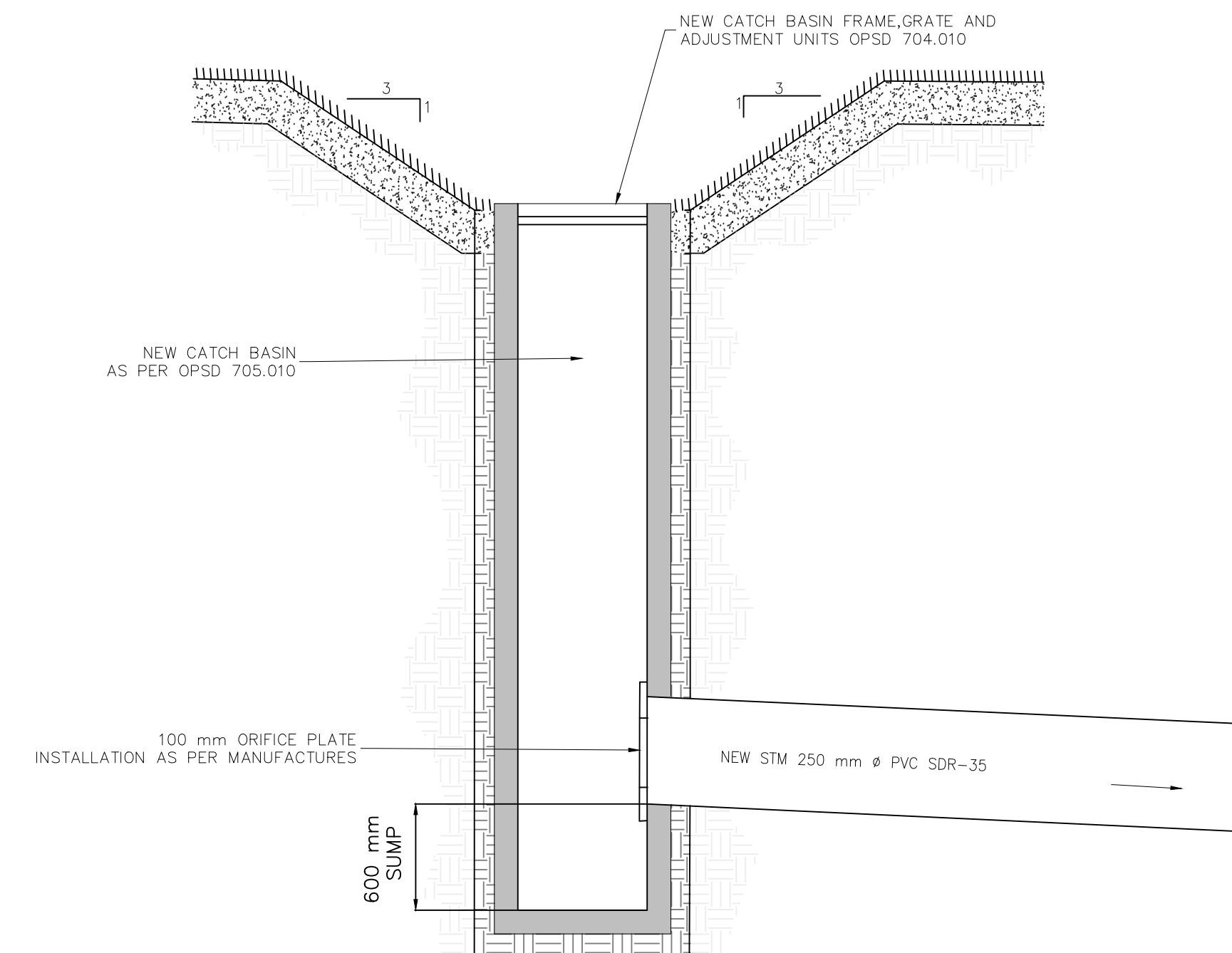
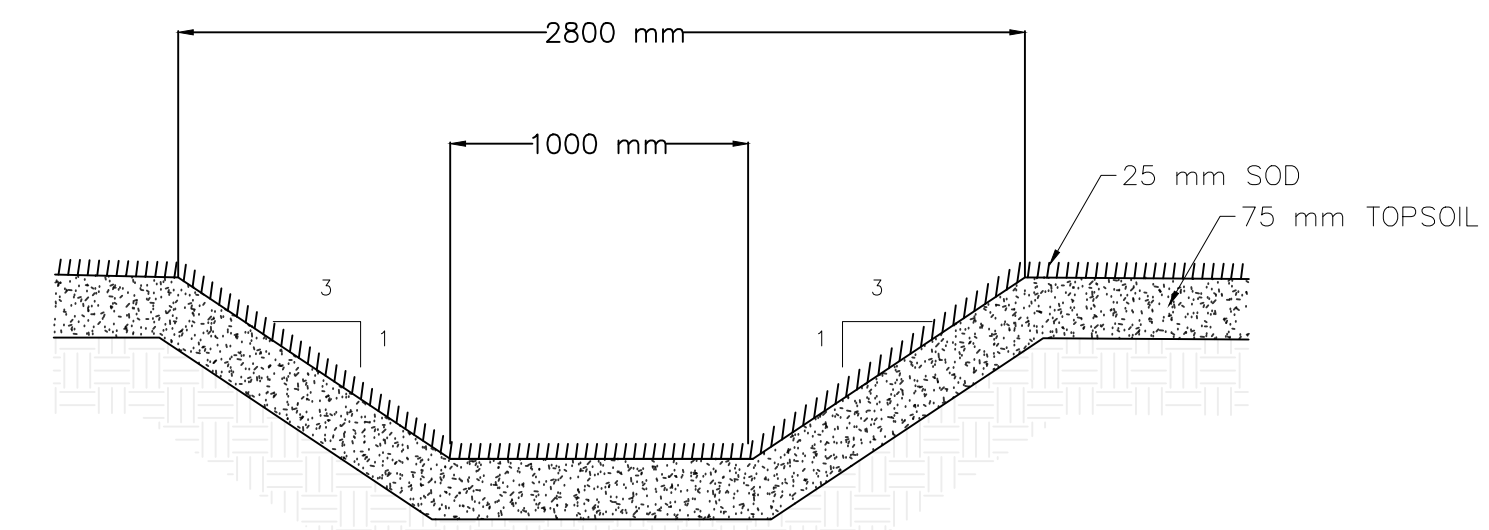


NOTES:

1. REMOVE ORGANIC MATERIALS AND THE CLAY FILL (IF ANY) BELOW THE FOOTPRINT OF THE PROPOSED PARKING AND ACCESS ROADS AREAS. CONSTRUCTION TRAFFIC SHOULD NOT BE PERMITTED ON THE SUBGRADE SOLS.
2. USE A FULLY-LOADED TANDEM TRUCK TO PROOF ROLL THE EXPOSED SUBGRADE AND IDENTIFY AREAS WITH LOW STRENGTH OR UNSUITABLE SOLS.
3. REMOVE UNSUITABLE SOFT SUBGRADE SOLS (SOFT SILT, TOPSOIL, ORGANICS, ETC.), IF ENCOUNTERED, AND REPLACE WITH OPSS GRANULAR B TYPE II SUB-BASE MATERIAL PLACED AND COMPACTED AS PER ONTARIO PROVINCIAL STANDARDS AND SPECIFICATION (OPSS 314.07.05.02).
4. INSTALL CLASS II NON-WOVEN GEOTEXTILE AS A SEPARATION LAYER BETWEEN THE SUBGRADE AND OVERLYING GRANULAR FILL.
5. PLACE AND COMPACT GRANULAR B TYPE II SUB-BASE MATERIAL TO THE DESIGN ELEVATION FOR THE UNDERSIDE OF THE GRANULAR A BASE COURSE. PLACE THE GRANULAR B TYPE II SUB-BASE IN LIFTS NOT EXCEEDING 300 MM IN THICKNESS AND COMPACT EACH LIFT TO 100% OF THE SPMD. PLACEMENT OF GRANULAR FILL SHOULD BE BY END DUMPING FROM THE EDGE OF THE EXCAVATION. THE GRANULAR FILL SHOULD BE PUSHED FORWARD AND LEVELED WITH A TRACK TYPE DOZER TO BUILD A THICKENED SECTION TO SUPPORT THE HAULING OPERATIONS AND AVOID DAMAGE TO THE GEOTEXTILE AND SUBGRADE SOLS.
6. PLACE AND COMPACT GRANULAR A BASE COURSE MATERIAL TO THE DESIGN ELEVATION IN ONE LIFT AND COMPACT TO 100% OF THE SPMD.
7. PLACE HOT MIX BINDER AND SURFACE ASPHALT AND COMPACT TO 95% MARSHALL DENSITY

c.02





Appendix E PCSWMM MODELLING RESULTS



EPA STORM WATER MANAGEMENT MODEL - VERSION 5.1 (Build 5.1.012)

Element Count

Number of rain gages 7
 Number of subcatchments ... 1
 Number of nodes 1
 Number of links 0
 Number of pollutants 0
 Number of land uses 0

Raingage Summary

Name	Data Source	Data Type	Recording Interval
10_year	10_year	INTENSITY	15 min.
100_year	100_year	INTENSITY	15 min.
2_year	2_year	INTENSITY	15 min.
25_year	25_year	INTENSITY	15 min.
29_mm	29_mm	INTENSITY	15 min.
5_year	5_year	INTENSITY	15 min.
50_year	50_year	INTENSITY	15 min.

Subcatchment Summary

Name	Area	Width	%Imperv	%Slope	Rain Gage	Outlet
S1	3.60	137.00	0.00	1.5000	100_year	OF1

Node Summary

Name	Type	Invert Elev.	Max. Depth	Ponded Area	External Inflow
OF1	OUTFALL	0.00	0.00	0.0	

 NOTE: The summary statistics displayed in this report are
 based on results found at every computational time step,
 not just on results from each reporting time step.

Analysis Options

Flow Units CMS

Process Models:

Rainfall/Runoff YES
 RDII NO
 Snowmelt NO
 Groundwater NO
 Flow Routing NO
 Water Quality NO
 Infiltration Method GREEN_AMPT
 Starting Date 02/04/2020 00:00:00
 Ending Date 02/05/2020 00:00:00
 Antecedent Dry Days 0.0
 Report Time Step 00:01:00
 Wet Time Step 00:05:00
 Dry Time Step 00:05:00

*****	Volume	Depth
Runoff Quantity Continuity	hectare-m	mm
*****	-----	-----
Total Precipitation	0.421	117.000
Evaporation Loss	0.000	0.000
Infiltration Loss	0.154	42.813
Surface Runoff	0.234	64.945
Final Storage	0.034	9.310
Continuity Error (%)	-0.058	

*****	Volume	Volume
Flow Routing Continuity	hectare-m	10^6 ltr
*****	-----	-----
Dry Weather Inflow	0.000	0.000
Wet Weather Inflow	0.234	2.337
Groundwater Inflow	0.000	0.000

RDII Inflow	0.000	0.000
External Inflow	0.000	0.000
External Outflow	0.234	2.337
Flooding Loss	0.000	0.000
Evaporation Loss	0.000	0.000
Exfiltration Loss	0.000	0.000
Initial Stored Volume	0.000	0.000
Final Stored Volume	0.000	0.000
Continuity Error (%)	0.000	

Subcatchment Runoff Summary

Subcatchment	Total Precip mm	Total Runon mm	Total Evap mm	Total Infil mm	Total Runoff mm	Total Runoff 10^6 ltr	Peak Runoff CMS	Runoff Coeff
S1	117.00	0.00	0.00	42.81	64.94	2.34	0.25	0.555

Analysis begun on: Fri Oct 16 12:21:59 2020
Analysis ended on: Fri Oct 16 12:21:59 2020
Total elapsed time: < 1 sec

EPA STORM WATER MANAGEMENT MODEL - VERSION 5.1 (Build 5.1.012)

Element Count

Number of rain gages 7
 Number of subcatchments ... 3
 Number of nodes 5
 Number of links 2
 Number of pollutants 0
 Number of land uses 0

Raingage Summary

Name	Data Source	Data Type	Recording Interval
10_year	10_year	INTENSITY	15 min.
100_year	100_year	INTENSITY	15 min.
2_year	2_year	INTENSITY	15 min.
25_year	25_year	INTENSITY	15 min.
29_mm	29_mm	INTENSITY	15 min.
5_year	5_year	INTENSITY	15 min.
50_year	50_year	INTENSITY	15 min.

Subcatchment Summary

Name	Area	Width	%Imperv	%Slope	Rain Gage	Outlet
201	2.20	137.00	65.00	1.5000	100_year	SU1
202	0.12	68.00	38.00	1.5000	100_year	OUT_202
203	0.10	68.00	77.00	1.5000	100_year	OUT_203

Node Summary

Name	Type	Invert Elev.	Max. Depth	Ponded Area	External Inflow
------	------	--------------	------------	-------------	-----------------

OUT_201_1	OUTFALL	186.58	0.00	0.0
OUT_201_2	OUTFALL	186.58	0.00	0.0
OUT_202	OUTFALL	0.00	0.00	0.0
OUT_203	OUTFALL	0.00	0.00	0.0
SU1	STORAGE	186.43	0.30	0.0

Link Summary

Name	From Node	To Node	Type	Length	%Slope	Roughness
OR1	SU1	OUT_201_1	ORIFICE			
W1	SU1	OUT_201_2	WEIR			

Cross Section Summary

Conduit	Shape	Full Depth	Full Area	Hyd. Rad.	Max. Width	No. of Barrels	Full Flow
---------	-------	------------	-----------	-----------	------------	----------------	-----------

NOTE: The summary statistics displayed in this report are based on results found at every computational time step, not just on results from each reporting time step.

Analysis Options

Flow Units CMS

Process Models:

Rainfall/Runoff YES
RDII NO
Snowmelt NO
Groundwater NO
Flow Routing YES
Ponding Allowed NO
Water Quality NO
Infiltration Method GREEN_AMPT
Flow Routing Method DYNWAVE

Starting Date 02/04/2020 00:00:00
 Ending Date 02/05/2020 00:00:00
 Antecedent Dry Days 0.0
 Report Time Step 00:01:00
 Wet Time Step 00:05:00
 Dry Time Step 00:05:00
 Routing Time Step 5.00 sec
 Variable Time Step YES
 Maximum Trials 8
 Number of Threads 1
 Head Tolerance 0.001500 m

*****	Volume	Depth
Runoff Quantity Continuity	hectare-m	mm
*****	-----	-----
Total Precipitation	0.282	117.000
Evaporation Loss	0.000	0.000
Infiltration Loss	0.037	15.203
Surface Runoff	0.240	99.216
Final Storage	0.007	3.027
Continuity Error (%)	-0.381	

*****	Volume	Volume
Flow Routing Continuity	hectare-m	10^6 ltr
*****	-----	-----
Dry Weather Inflow	0.000	0.000
Wet Weather Inflow	0.239	2.394
Groundwater Inflow	0.000	0.000
RDII Inflow	0.000	0.000
External Inflow	0.000	0.000
External Outflow	0.164	1.635
Flooding Loss	0.028	0.278
Evaporation Loss	0.000	0.000
Exfiltration Loss	0.000	0.000
Initial Stored Volume	0.000	0.000
Final Stored Volume	0.048	0.481
Continuity Error (%)	-0.007	

 Time-Step Critical Elements

 None

Highest Flow Instability Indexes

All links are stable.

Routing Time Step Summary

Minimum Time Step : 4.50 sec
Average Time Step : 5.00 sec
Maximum Time Step : 5.00 sec
Percent in Steady State : 0.00
Average Iterations per Step : 2.00
Percent Not Converging : 0.00

Subcatchment Runoff Summary

Subcatchment	Total Precip mm	Total Runon mm	Total Evap mm	Total Infil mm	Total Runoff mm	Total Runoff 10^6 ltr	Peak Runoff CMS	Runoff Coeff
201	117.00	0.00	0.00	14.85	99.57	2.19	0.73	0.851
202	117.00	0.00	0.00	26.21	87.70	0.10	0.05	0.750
203	117.00	0.00	0.00	9.71	105.42	0.10	0.04	0.901

Node Depth Summary

Node	Type	Average Depth Meters	Maximum Depth Meters	Maximum HGL Meters	Time of Max Occurrence days hr:min	Reported Max Depth Meters
OUT_201_1	OUTFALL	0.00	0.00	186.58	0 00:00	0.00
OUT_201_2	OUTFALL	0.00	0.00	186.58	0 00:00	0.00
OUT_202	OUTFALL	0.00	0.00	0.00	0 00:00	0.00
OUT_203	OUTFALL	0.00	0.00	0.00	0 00:00	0.00
SU1	STORAGE	0.14	0.30	186.73	0 11:53	0.30

Node Inflow Summary

Node	Type	Maximum Lateral Inflow CMS	Maximum Total Inflow CMS	Time of Max Occurrence days hr:min	Lateral Inflow Volume 10^6 ltr	Total Inflow Volume 10^6 ltr	Flow Balance Error Percent
OUT_201_1	OUTFALL	0.000	0.010	0 11:53	0	0.0656	0.000
OUT_201_2	OUTFALL	0.000	0.211	0 11:53	0	1.36	0.000
OUT_202	OUTFALL	0.045	0.045	0 12:00	0.104	0.104	0.000
OUT_203	OUTFALL	0.038	0.038	0 12:00	0.101	0.101	0.000
SU1	STORAGE	0.732	0.732	0 12:00	2.19	2.19	-0.007

Node Surcharge Summary

No nodes were surcharged.

Node Flooding Summary

Flooding refers to all water that overflows a node, whether it ponds or not.

Node	Hours Flooded	Maximum Rate CMS	Time of Max Occurrence days hr:min	Total Flood Volume 10^6 ltr	Maximum Ponded Depth Meters
SU1	0.26	0.511	0 12:00	0.278	0.000

Storage Volume Summary

Average	Avg	Evap	Exfil	Maximum	Max	Time of Max	Maximum
---------	-----	------	-------	---------	-----	-------------	---------

Storage Unit	Volume 1000 m3	Pcnt Full	Pcnt Loss	Pcnt Loss	Volume 1000 m3	Pcnt Full	Occurrence days hr:min	Outflow CMS
SU1	0.330	46	0	0	0.723	100	0 11:53	0.221

 Outfall Loading Summary

Outfall Node	Flow Freq Pcnt	Avg Flow CMS	Max Flow CMS	Total Volume 10^6 ltr
OUT_201_1	51.70	0.001	0.010	0.066
OUT_201_2	51.74	0.031	0.211	1.365
OUT_202	95.76	0.001	0.045	0.104
OUT_203	95.78	0.001	0.038	0.101
System	73.74	0.034	0.304	1.635

 Link Flow Summary

Link	Type	Maximum Flow CMS	Time of Max Occurrence days hr:min	Maximum Veloc m/sec	Max/ Full Flow	Max/ Full Depth
OR1	ORIFICE	0.010	0 11:53			0.50
W1	WEIR	0.211	0 11:53			1.00

 Flow Classification Summary











Conduit	Adjusted /Actual Length	Fraction of Time in Flow Class							
		Up Dry	Down Dry	Sub Crit	Sup Crit	Up Crit	Down Crit	Norm Ltd	Inlet Ctrl

Conduit Surcharge Summary









No conduits were surcharged.

Analysis begun on: Fri Jan 22 13:31:19 2021
Analysis ended on: Fri Jan 22 13:31:20 2021
Total elapsed time: 00:00:01

LEGEND

	NEW BUILDING
	NEW ASPHALT PARKING LOT
	NEW LANDSCAPE AREA
	NEW CONCRETE SIDEWALK
	NEW MANHOLE
	NEW CATCH BASIN
	NEW FENCE
	NEW SANITARY SERVICE
	NEW WATER SERVICE
	NEW SWALE
	DESIGNED GRADE
	EXISTING GRADE

EXISTING FEATURES

	EXISTING CATCH BASIN
	EXISTING FIRE HYDRANT
	EXISTING WATER MAIN
	EXISTING HYDRO POLE
	EXISTING STORM WATER SERVICE
	EXISTING SANITARY SERVICE
	EXISTING WATER SERVICE
	EXISTING UNDERGROUND CABLE LINE

UPDATED FOR CONSTRUCTION	TR	AR	2021.01.29
ISSUED FOR CONSTRUCTION	TR	AR	2021.01.20
Issued	By	Appd	YYYY.MM.DD

File Name: 72065C_DC0011	TR	TR	LV	2020.09.30
	Dwn.	Dsn.	Chkd.	YYYY.MM.DD

Permit/Seal



Client/Project Logo

Client/Project
Hillside Construction

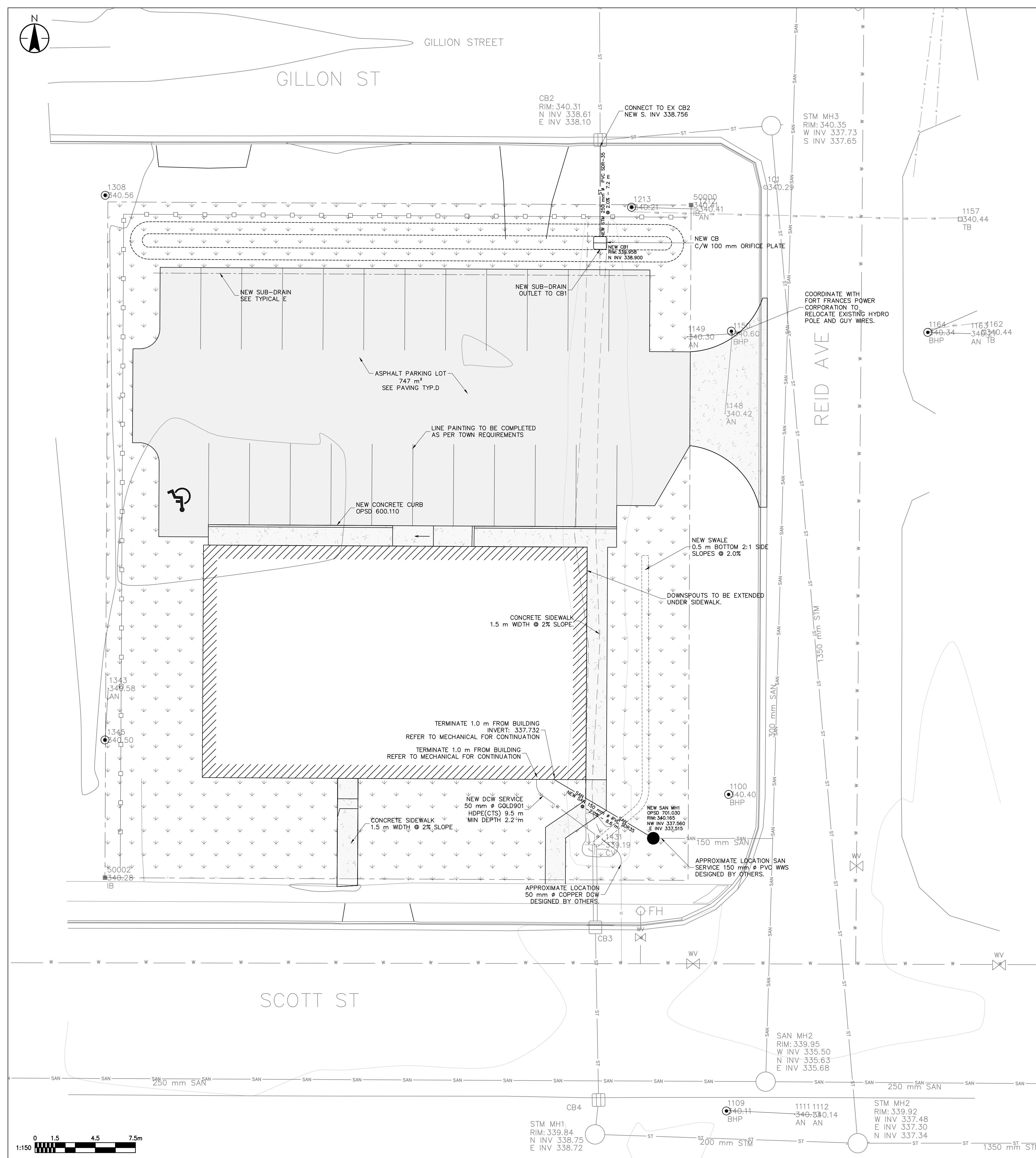
New 18-unit Apartment Building

814 Scott Street, Fort Frances ON

Title
NEW CIVIL SITE SERVICING PLAN

Project No. 129672065	Scale
--------------------------	-------

Revision	Sheet	Drawing No.
00	02 of 03	C 02

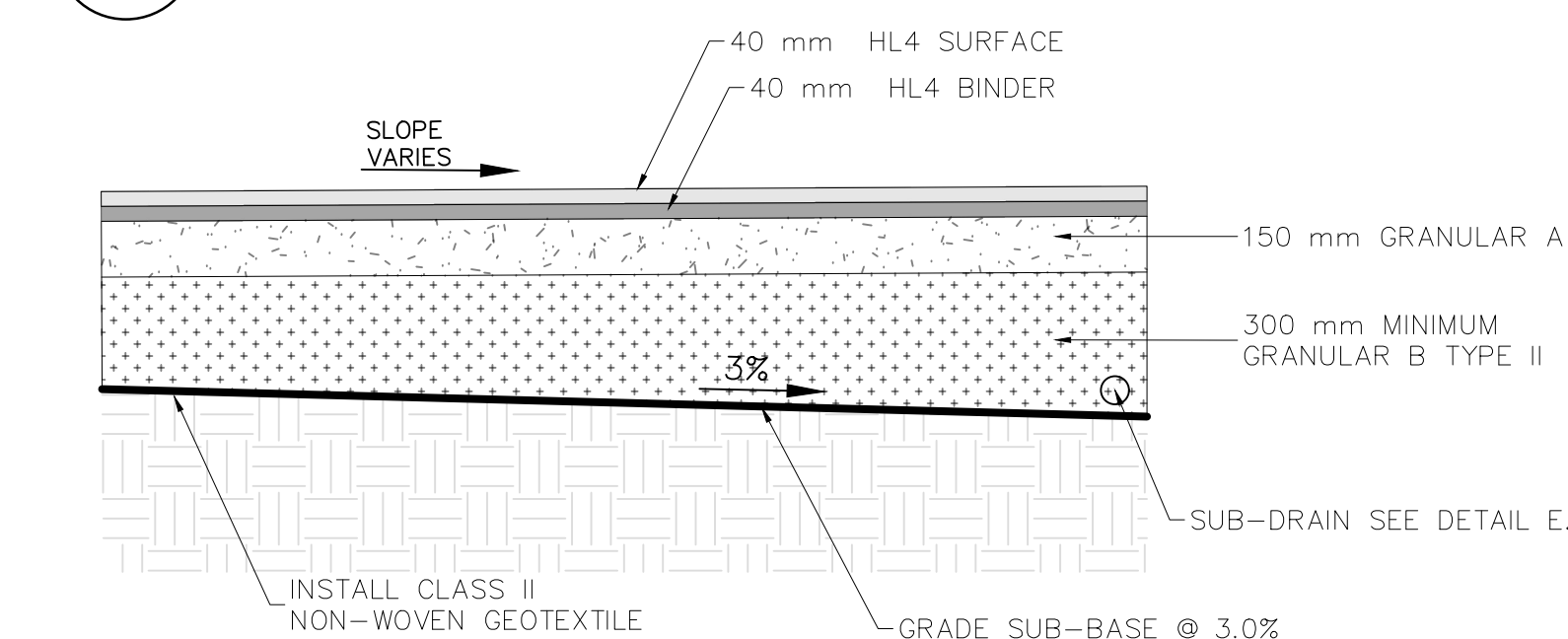


CONSTRUCTION NOTES:

1. SITE PLAN PREPARED BY OTHERS.
2. CONTRACTOR TO REFER TO STANTEC'S GEOTECHNICAL REPORT FOR SUBSURFACE CONDITIONS.
3. CONTRACTOR TO REFER TO STANTEC'S ENVIRONMENTAL SITE INVESTIGATION REPORT FOR AREAS OF POTENTIAL ENVIRONMENTAL CONCERN.
4. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND TESTING RESULTS TO CONFIRM CONFORMANCE TO OPSS SPECIFICATIONS AND CONTRACT DRAWINGS.
5. CONTRACTOR RESPONSIBLE FOR UNDERGROUND UTILITY LOCATES.
6. MANAGEMENT OF EXCESS MATERIAL TO OPSS.MUNI 180
7. SITE GRADING TO OPSS.MUNI 206
8. CONCRETE SIDEWALKS TO OPSS.MUNI 351
9. CONCRETE CURB AND GUTTER SYSTEMS TO OPSS.MUNI 353
10. TRENCHING, BACKFILLING, AND COMPACTION TO OPSS.MUNI 401
11. EXCAVATING, BACKFILLING AND COMPACTING AROUND MAINTENANCE HOLES AND CATCH BASINS TO OPSS.MUNI 402
 - a. MAINTENANCE HOLES TO OPSD 701.030.
 - b. CATCH BASINS TO OPSD 705.010.
11. PIPE SUBDRAINS TO OPSS.MUNI 405
12. PIPE SEWER INSTALLATION TO OPSS.MUNI 410
13. HOT MIX ASPHALT TO OPSS.MUNI 310
14. WATERMAIN INSTALLATION TO OPSS.MUNI 411
 - 14.1. AT LEAST 2.2 m COVER SHALL BE PROVIDED FOR WATER SERVICE. IF COVER CANNOT BE ACHIEVED, INSULATE AS PER OPSD 1109.030.
15. Dewatering excavations TO OPSS.MUNI 517
16. MATERIAL SPECIFICATION FOR BASE, SUBBASE, SELECT SUBGRADE, AND BACKFILL TO OPSS.MUNI 1010
 - a. ALL MATERIALS SHALL BE KEPT FROM FREEZING AND SHALL NOT CONTAIN ANY ORGANICS.
 - b. USE OF NATIVE MATERIAL FOR BACKFILL IS NOT PERMITTED.
 - c. GRANULAR MATERIAL:
 - i. GRANULAR A
 - ii. GRANULAR B TYPE I OR II
 - iii. BEDDING MATERIAL GRANULAR A OR GRANULAR B TYPE I OR II, WITH 100% PASSING THE 26.5 MM SIEVE.
16. EROSION AND SEDIMENT CONTROL PLAN.
 - a. THE CONTRACTOR WILL PRODUCE AN EROSION AND SEDIMENT CONTROL PLAN (THE "EROSION AND SEDIMENT CONTROL PLAN" OR THE "ESC PLAN") FOLLOWING THE GUIDANCE PROVIDED OPSS 805 AND IN ACCORDANCE WITH THE AUTHORITIES HAVING JURISDICTION. THE OBJECTIVE OF THE ESC PLAN IS TO MINIMIZE SEDIMENT INPUTS INTO WATERCOURSES BY REDUCING THE POTENTIAL FOR SEDIMENT, EROSION, AND RUNOFF FROM THE SITE. THE ESC PLAN SHALL INCLUDE DETAILED, SITE-SPECIFIC MEASURES BY WHICH THE CONTRACTOR WILL CONTROL SEDIMENT AND EROSION DURING CONSTRUCTION, INCLUDING THE PROPOSED LOCATIONS FOR EROSION CONTROL MEASURES SUCH AS SILT FENCES, THE LOCATIONS OF SOIL STOCKPILES, AND METHODS FOR EROSION CONTROL ON EXPOSED SOILS AND STOCKPILES. THE CONTRACTOR WILL ENSURE THAT THE ESC PLAN IS PREPARED BY A QUALIFIED PROFESSIONAL.

D PARKING LOT PAVING TYPICAL

c.02	NTS
------	-----

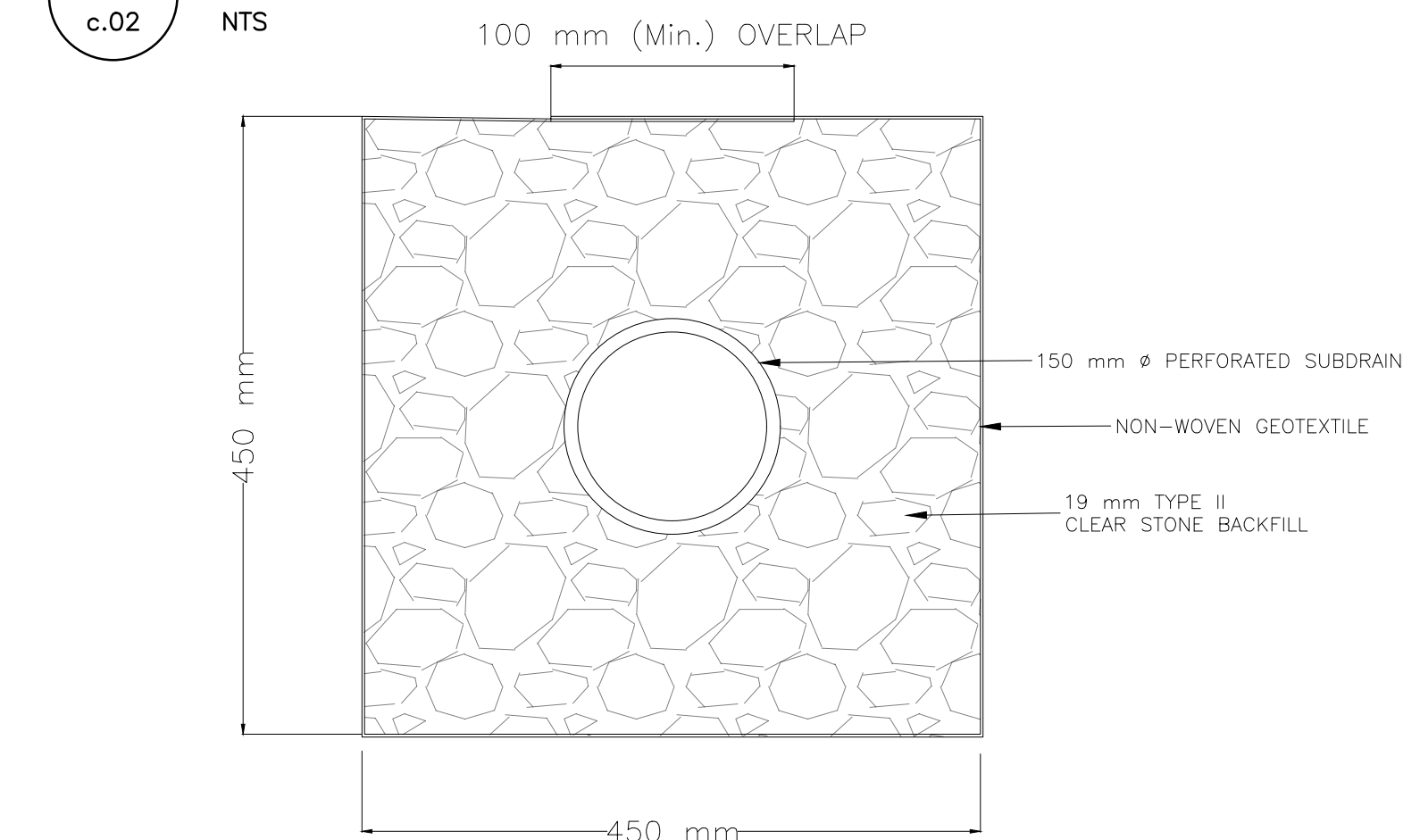


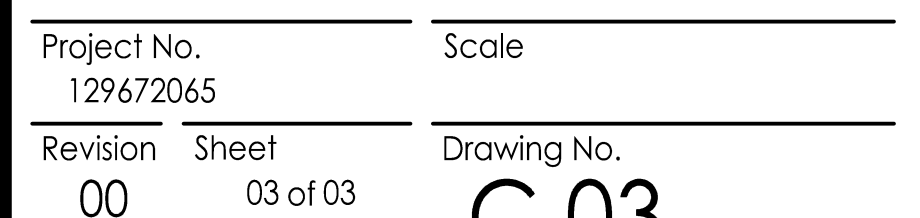
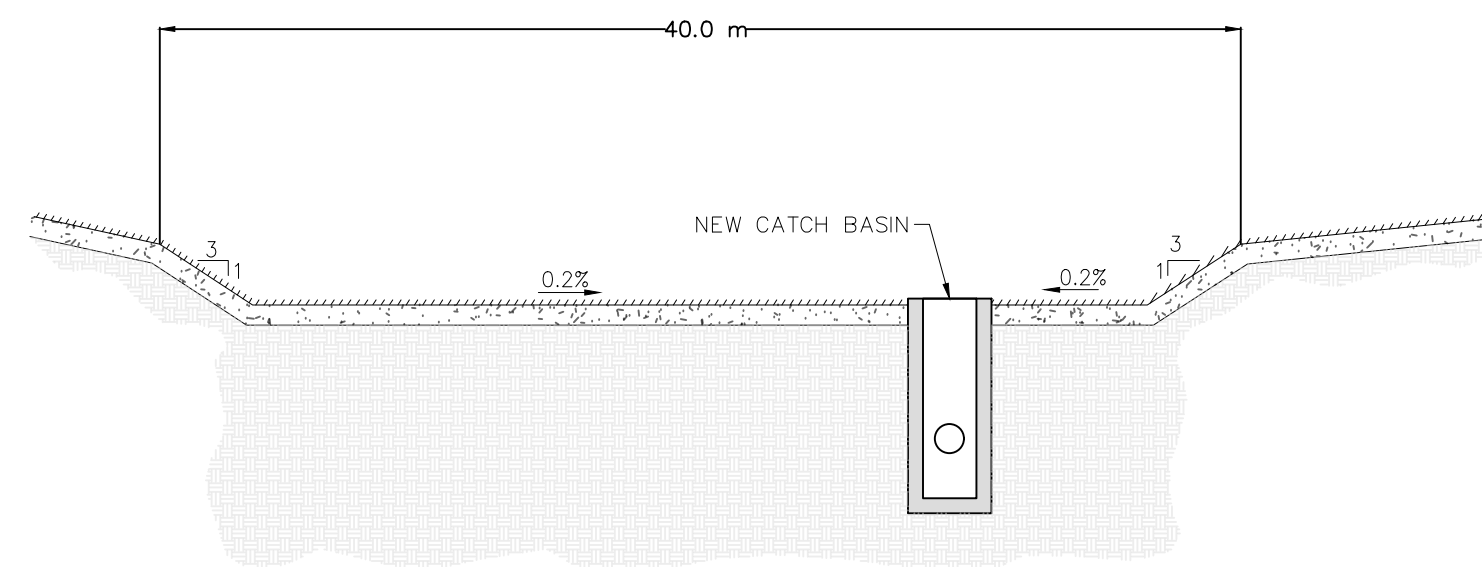
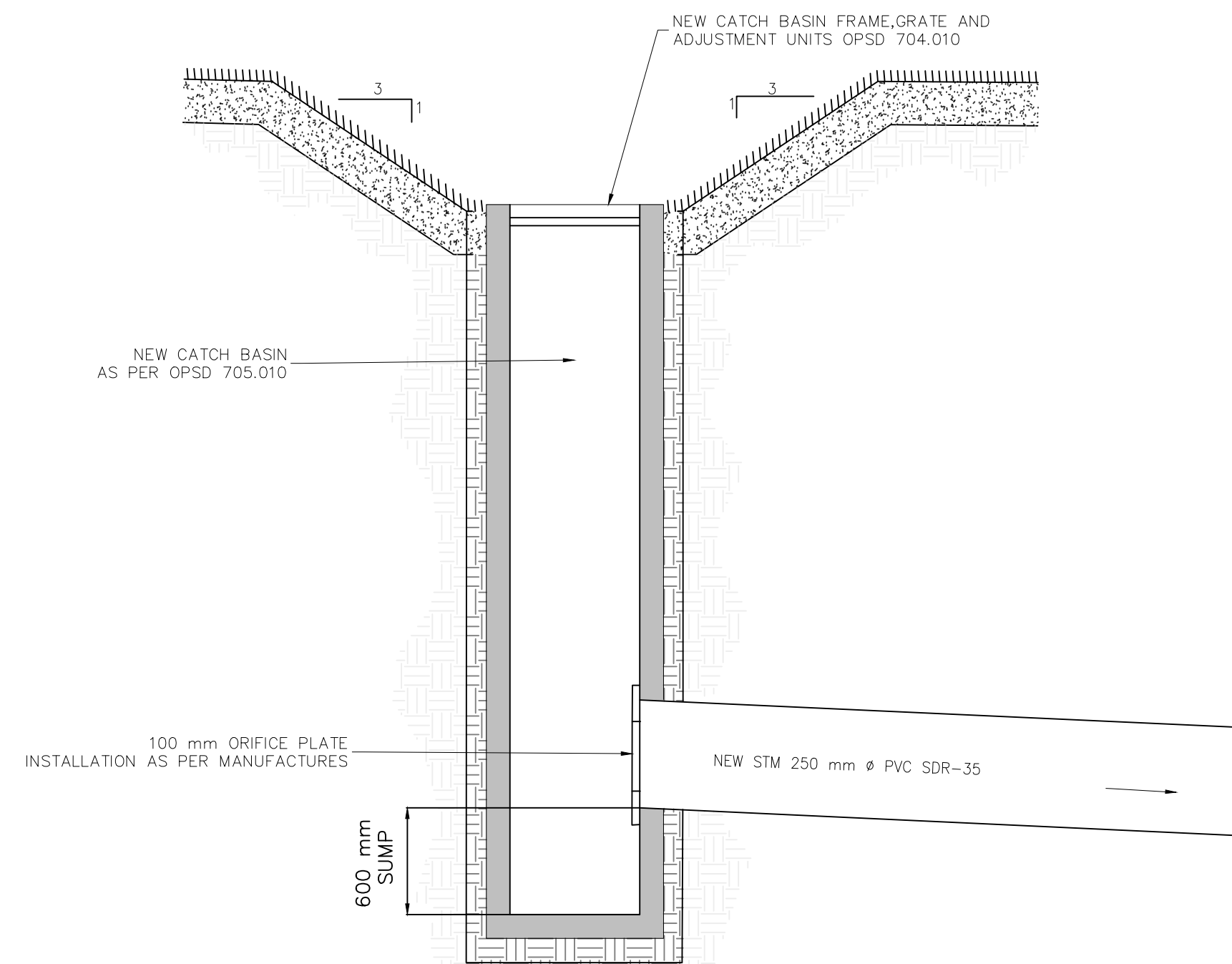
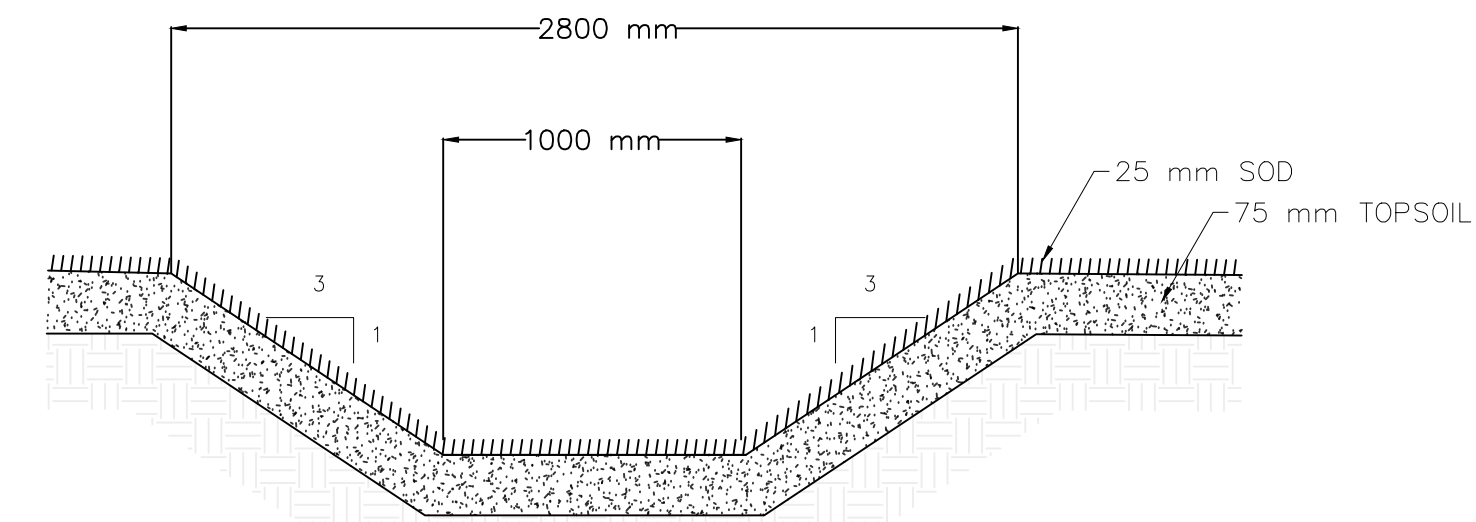
NOTES:

1. REMOVE ORGANIC MATERIALS AND THE CLAY FILL (IF ANY) BELOW THE FOOTPRINT OF THE PROPOSED PARKING AND ACCESS ROADS AREAS. CONSTRUCTION TRAFFIC SHOULD NOT BE PERMITTED ON THE SUBGRADE SOILS.
2. USE A FULLY-LOADED TANDEM TRUCK TO PROOF ROLL THE EXPOSED SUBGRADE AND IDENTIFY AREAS WITH LOW STRENGTH OR UNSUITABLE SOILS.
3. REMOVE UNSUITABLE SOFT SUBGRADE SOILS (SOFT SILT, TOPSOIL, ORGANICS, ETC.), IF ENCOUNTERED, AND REPLACE WITH OPSS GRANULAR B TYPE II SUB-BASE MATERIAL PLACED AND COMPACTED AS PER ONTARIO PROVINCIAL STANDARDS AND SPECIFICATION (OPSS 314.07.05.02).
4. INSTALL CLASS II NON-WOVEN GEOTEXTILE AS A SEPARATION LAYER BETWEEN THE SUBGRADE AND OVERLYING GRANULAR FILL.
5. PLACE AND COMPACT GRANULAR B TYPE II SUB-BASE MATERIAL TO THE DESIGN ELEVATION FOR THE UNDERSIDE OF THE GRANULAR A BASE COURSE. PLACE THE GRANULAR B TYPE II SUB-BASE IN LIFTS NOT EXCEEDING 300 MM IN THICKNESS AND COMPACT EACH LIFT TO 100% OF THE SPMD. PLACEMENT OF GRANULAR FILL SHOULD BE BY END DITCHING FROM THE EDGE OF THE EXCAVATION. THE GRANULAR FILL SHOULD BE PUSHED FORWARD AND LEVELLED WITH A TRACK TYPE DOZER TO BUILD A THICKENED SECTION TO SUPPORT THE HAULING OPERATIONS AND AVOID DAMAGE TO THE GEOTEXTILE AND SUBGRADE SOILS.
6. PLACE AND COMPACT GRANULAR A BASE COURSE MATERIAL TO THE DESIGN ELEVATION IN ONE LIFT AND COMPACT TO 100% OF THE SPMD.
7. PLACE HOT MIX BINDUR AND SURFACE ASPHALT AND COMPACT TO 95% MARSHALL DENSITY

E SUB-DRAIN TYPICAL

c.02	NTS
------	-----





SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2022.

B E T W E E N:

Friesen Five Inc. (o/a Newfort Developments)

(the "Owner")

- and -

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

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the "Lands") legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, an 18 unit three storey apartment building (herein sometimes referred to as the "Development" or "Proposed Development");
- C. By an application dated March 22, 2022, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as "Planning Act" is defined in paragraph 3 of this Agreement) (the "Planning Act") permits the registration of this Agreement against the Lands.

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

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 814 Scott Street, more particularly described in **Schedule 1** attached hereto.

Schedules

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

Definitions

3. In this Agreement:

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

The Owner shall, further:

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

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of an 18 unit three storey apartment building. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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

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

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

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

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

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to the

the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.

- (o) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.
 - (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
 - (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
 - (r) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that all lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or successor branch or agency (herein, "MOE").
 - (s) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings; and
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands.
 - (t) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
 - (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
 - (v) That no antennae or associated equipment will be permitted on the roof and that all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
 - (w) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
 - (x) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
 - (y) To comply with all provisions of the Municipality's noise by-law.
 - (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.
7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

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

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

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

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

Terms and Conditions - Other

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

agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

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

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

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

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

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

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

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

13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
 - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
 - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
 - (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

Administration

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

PO Box 15, Fort Frances, Ontario P9A 3M5

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

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

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

Attention: Clerk

Facsimile: 807.274.8479

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

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

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

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

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: G. Lecuyer,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Legal Description of Lands

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

Schedule 2

Solicitor's Certificate of Ownership

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

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

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

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

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

DATED at _____, Ontario, this _____ day of _____, 2022.

Solicitor for the Owner

Schedule 3

Schedule of Financial Obligations of the Owner

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

Schedule 4

List of Plans and Drawings
(Appendix 'A')

01 – Site & Landscaping Plan
Civil Works Plans
Stormwater Management Plan

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

Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	\$75,000.00
--	-------------

** If project value changes, then Letter of Credit value will be amended accordingly.

Schedule 6

Reduction or Release of Security

Application for Reduction of Securities

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

Date: April 1st, 2022

Report To: Planning & Development Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

RE: March Activities for By-Law Enforcement Department.

Please see the below information for the month of March activities for this department.

Operational Constraints

- Only 1 Officer.
- Parking Meter in Portage Ave Lot Down.

March 2022

Animal Pound Statistics

Impounded Dogs	0
Impounded Cats	0
After Hours Visits	0
Total Shelter Visits for Month	0

Monthly Parking Statistics

Tickets for Month	0
Tickets by OPP	0
Monthly Total	0
Yearly Total Issued	0

Daily Activities completed by By-Law Officers.

- Animal Pound Activities.
- Pawn Shop Visits.
- Checking Parking Equipment (Repairs/Maintenance to Meter Equipment).
- Garbage Collection Issues.

Other Duties Completed by By-Law Officers

- Month End Office Reports.
- OPP Monthly Parking Stats.
- Health & Safety Monthly Air Purifier Maintenance.
- Rainy River Cross Border Group.
- Sr. Manager's Meetings regarding COVID-19 Updates.
- Amethyst Sector (Emergency Management) CEMC Bi-Weekly Calls.
- MEGC Meetings.
- Emergency Management 2022 Program Review.
- JHSC Activities & Monthly Inspections.
- Monthly Activities Reporting to PDEC.
- Maintain/Attend Town Vehicle's in Parking Lot (Civic Centre).
- Preparing for Annual By-Law OPP Memorandum Review.
- Taxi Licensing Renewal Process Ongoing.
- Taxi Tariff Rate Increase Request.
- Business Licensing Process Ongoing.
- JHSC Workplace Investigation.

- JHSC Workplace Concern.
- Smoking Enforcement at Sports Centre during events.
- Assisting in hiring process of second enforcement officer.
- Flint House Food Truck Agreement Renewal.

Occurrence Type (Complaints & Information)	Calls for Complaints/ Information
Nuisance (Includes Inquiries)	1
Traffic By-Law (Includes Inquiries)	5
Animals (Includes Inquiries)	10
Business Licensing (Includes Inquiries)	12
Property Standards (Includes Landlord/Tenant & Grass Cutting)	11
Taxi (Includes Inquiries)	4
Off-Road Vehicles By-Law (Includes Inquiries)	0
Moving Permits (Includes Inquiries)	0
Smoking By-Law & Cannabis (Includes Inquiries)	6
Heavy Trucks (Includes Inquiries)	0
Waste Management (Includes Asselin Forms)	17
Fences (Includes Inquiries & Pools)	6
COVID Legislation/Vaccination	3
OPP Call Outs/Questions	1
Building Code/Zoning Issues (Includes Tents, Trailers, etc).	6
Noise Issues (Includes Inquiries)	4
Fire Issues (Includes Inquiries)	0
Sign By-Law (Includes Inquiries)	3
Single Use Plastics (Includes Inquiries)	0
Snow (Issues & Inquiries)	9
Snowmobile By-Law (Includes Inquiries)	2
Deer Feeding (Includes Inquiries)	4
TOTAL CALLS FOR SERVICE	104

Respectfully submitted,

Original Signed By

Patrick Briere, CMM III, Property Standards Professional
 MLEO/Alternate CEMC/Public Information Officer, Planning & Development Division
 PH: 1-807-274-5323 ext. 1218
pbriere@fortfrances.ca