

# TOWN OF FORT FRANCES

## Planning & Development Executive Committee

### AGENDA - September 8, 2015

#### MEETING - Committee Room - Civic Centre - 8:00am

	Page
1. <b><u>Call to Order</u></b> Session #12	
2. <b><u>Disclosure of pecuniary interest and the general nature thereof</u></b>	
3. <b><u>Approval of Previous Committee Minutes</u></b>	
3.1 Approval of the Minutes of the August 5, 2015 Meeting	3 - 4
4. <b><u>Non-agenda Items</u></b>	
5. <b><u>In-Camera</u></b>	
5.1 F. Flatt - 446 Third Street East - Property Disposition	
5.2 F. Flatt - 200 McIrvine Road - Property Disposition Verbal Update	
6. <b><u>Items Referred from Council</u></b>	
7. <b><u>New Business</u></b>	
7.1 T. Rob- Chief Building Official Code of Conduct as required under the Building Code Act	5 - 7
7.2 P. Briere - Parking during the Rainy Lake Demolition	8 - 21
7.3 T. Rob - Award of Tender 15-PD-16 - Demolition of the Rainy Lake Hotel - 235 Scott Street	22 - 24
7.4 T. Rob - Quality Assurance and Quality Control Air Quality Monitoring During the Demolition of the Rainy Lake Hotel (235 Scott St.)	25 - 37
7.5 F. Flatt - 237 8th Street West - Amendment to the Site Plan Control Agreement with Wahkaihanun Futures Corporation	38 - 44
8. <b><u>Outstanding Items</u></b>	
8.1 Huffman Court Lot Sales	45 - 49
8.2 Dog Park Development	
9. <b><u>Information</u></b>	

**10.    Adjourn / Next Meeting Date**

## TOWN OF FORT FRANCES

### MINUTES

SESSION NO. #11

August 5, 2015

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on August 5, 2015 from 12:00 p.m. to 1:00p.m.

PRESENT: D. Kitowski, Chair, Councillors W. Brunetta, J. Albanese

ALSO PRESENT: A. Byrnes, By-Law Enforcement (12:00pm - 12:30pm), F. Flatt, Municipal Planner (12:15pm - 1:00pm), T. Rob, Secretary

**1. Call to Order - 12:00**

Session No. 11

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

None

**3. Approval of Previous Committee Minutes**

3.1 Approval of the Minutes of July 6, 2015 Meeting - Minutes approved as Amended

**4. Non-agenda Items**

4.1 D. Kitowski - 446 Third Street - Item 8.5

4.2 A. Byrnes, Dog Park Update - Item 8.4

**5. In-Camera**

**6. Items Referred from Council**

6.1 Letter Dated June 30, 2015 from Ontario Federation of Anglers & Hunters - Support for Spring Bear Hunt in Ontario  
- The Planning and Development Executive Committee accepts the letter and supports the reinstatement of the Spring Bear Hunt. PDEC Recommends a letter be sent to the Honourable Bill Mauro and Sarah Campbell MPP

**7. New Business**

7.1 T. Rob - Execution of a By-Law to enter into a funding agreement with FedNor for the Development of the Rainy Lake Market Square  
- The Planning and Development Executive Committee approves the report and recommends that a by-law be executed to enter a funding agreement with FedNor for the Development of the Rainy Lake Market Square.

**8. Outstanding Items**

8.1 P. Briere - Draft Off-Road Vehicles By-Law  
- The recommendation from the Planning and Development Executive Committee is to approve the draft by-law and that the by-law be circulated to Council and Approved.

8.2 P. Briere - Business License By-Law Update & Legislative Review  
- The recommendation from the Planning and Development Executive Committee is to approve the update and further that the report be forwarded to Council to approve the recommendation to complete the legislative changes and updates to the Business License By-Law

- 8.3     Huffman Court Lot Sales
  - A review of the conditions of sale was compelted and it was the recommendation of the Planning and Development Executive to remove one condition regarding the sale of multiple lots to one purchaser and corporations being ineligible to purchase a lot.
  - Discussion on use of a real estate agent or other means of advertisement for the sales of lots was differred to the next PDEC Meeting
  
- 8.4     Dog Park Committee Update A.Byrnes - Non Agenda
  - Verbal update from A. Byrnes on the committee formation and process
  
- 8.5     D. Kitowski - 446 Third Street - Non Agenda
  - Verbal update on land sale process from F. Flatt Municipal Planner

**9.     Information**

- 10.    Adjourn / Next Meeting Date - 1:00pm**  
Next Meeting - September 8, 2015 8:00am

\_\_\_\_\_  
D. Kitowski - Executive Committee Chair

\_\_\_\_\_  
T. Rob - Executive Committee Secretary



August 28, 2015

Report To: Planning and Development Executive Committee

From: Travis Rob, Chief Building Official, Facilities/Special Projects Coordinator

**RE: Chief Building Official Code of Conduct as required in the Building Code Act**

**Background**

In 2002 there was an amendment to the Building Code Act that came into force January 1, 2005 where by the principle authority, being the Town of Fort Frances, is to establish and enforce a Code of Conduct for their Chief Building Official (CBO) and any inspectors designated by Municipal By-Law.

Since April 1, 2013 when I took over the position of CBO the completion of this regulatory task has been on my radar. On August 25, 2015 a code of conduct, which you will find attached to this report, was created. The operating structure of the Town of Fort Frances' Building Department consists of one Chief Building Official and one Deputy Chief Building Official with no inspectors. The Code of Conduct was written to include the deputy as well as any inspectors that may be designated in the future. Under the regulation this code of conduct must be made public; after council approval, the Code of Conduct will be posted online on the Building page as well as posted permanently in the office of the Chief Building Official.

Administration recommends that the attached Code of Conduct be approved and come into force upon Council approval in accordance with the Building Code Act S.O. 1992.

Respectfully Submitted

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

Travis Rob, EIT  
CBO, Facilities/Special Projects Coordinator



## Code of Conduct for Chief Building Official and Inspectors

### Purpose

The Code of Conduct for Building Officials is enacted in accordance with Section 7.1 of the Building Code Act 1992 ("the Act") which requires a code of conduct for the following purpose

1. To promote appropriate standards of behaviour and enforcement actions by the Chief Building Official and Inspectors in the exercise of a power or the performance of a duty under the *Building Code Act* or *Building Code*.
2. To prevent practices, which may constitute an abuse of power, including unethical or illegal practices, by the Chief Building Official and Inspectors in the exercise of a power or the performance of a duty under the *Building Code Act* or the *Building Code*.
3. To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under the *Building Code Act* or *Building Code* by the Chief Building Official and Inspectors.

### Application

This Code of Conduct applies to the Chief Building Official for the Town of Fort Frances and each Deputy Chief Building Official or Inspector(s) as appointed by Council.

### Enforcement Guidelines

Compliance with this Code of Conduct shall constitute a condition of employment as a Chief Building Official or Inspector appointed under the Building Code Act. Any appointed Chief Building Official or Inspector who fails to act in accordance with the provisions of this code may be subject to disciplinary action appropriate to the seriousness of the breach. All allegations concerning a breach of this code shall be made in writing.

Any person who has reason to believe that this Code of Conduct has been breached may bring the matter to the attention of the Chief Building Official. Where the allegation concerns the actions of the Chief Building Official, the matter may be brought to the attention of the Department Head to whom the Chief Building Official reports.

Any Chief Building Official or Department Head who receives information in writing concerning a breach of this Code shall review the allegations of breach and, where justified, shall direct an investigation. Where appropriate, the Chief Building Official or Department Head shall recommend disciplinary action in accordance with the employment standards of the place of work. All communications received by a Chief Building Official or Department Head concerning a breach of this Code shall be held in confidence.

Disciplinary action arising from violations of this Code of Conduct is the responsibility of the Town of Fort Frances and the Chief Building Official and will be based on the severity and frequency of the violation in accordance with employment laws and standards and relevant collective agreements.

## Code of Conduct

1. Act in the public interest, particularly with regard to the safety of buildings, designated structures and related works.
2. Not to act where there may be or where there may reasonably appear to be a conflict between their duties to their employer, their profession, their peers and the public at large and their personal interests.
3. Administer and enforce all relevant building laws, codes and standards appropriately without favour and without influence of interested parties.
4. Comply with the provisions of the Building Code Act, the Ontario Building Code and any other Act or Law that regulates or governs Building Officials or their functions.
5. Perform inspections and plan review duties impartially and in accordance with the highest professional standards.
6. Not to act beyond their level of competence or outside of their area of expertise or qualifications as a registered Building Official.
7. Maintain their knowledge and understanding of the best current building practices, the building laws and regulations relevant to their building certifying functions.
8. Maintain current accreditation to act as an Ontario Building Official and the related duties assigned to them.
9. Not to divulge any confidential or sensitive information or material that they became privy to in the performance of their duties, except in accordance with laws governing freedom of information and protection of privacy.
10. Extend professional courtesy at all times and conduct themselves with fairness and good faith towards customers, colleagues and their co-workers.
11. Exemplify compliance with all regulations and standards that govern building construction, health & safety or other matters related to their status as a building official.
12. Recognize the appointment under the Building Code Act as a symbol of good public faith.
13. To comply and maintain their knowledge of safe working practices in accordance to the requirements of the Occupational Health and Safety Act and established municipal health & safety policies.
14. Adhere to the Town of Fort Frances Employee Conduct Policy in addition to this Code of Conduct

Date: August 28, 2015

Report To: Planning & Development Executive Committee

From: Patrick Briere, By-Law Enforcement Officer

Re: Parking During Rainy Lake Demolition.

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This office along with the Chief Building Official have been working together to create a list of parking lots in the downtown business area that would be available for use by the public and businesses during the Rainy Lake Hotel Demolition.

Attached to this report are print outs from the GIS of all of the Town owned or leased parking lots, as well as print outs of privately owned parking lots.

These are as follow:

Town – Owned/Leased Lots

- 1 – Portage Avenue Parking Lot – Paid Parking- Patrick verbal on potential issues.
- 2 – Legion Lot – Free.
- 3 – OTIC Lot – Free – Pending Close Date for Centre.
- 4 – Scott St. Lot (Grind Up) – Free.

Private Parking Lots

- 5 – Nugget Motel – Owned by Mr. Kim.
- 6 – Fort Duty Free – Owned by Tom Reid.
- 7 – Voyageur Motel – Owned by Mark Howarth.
- 8 – Old High School – Owned by Steve Both.
- 9 – Church St. Lot – Owned by Resolute FP.
- 10 – Central Ave Lot – Owned by Resolute FP.
- 11 – First St. E. Lot – Owned by Resolute FP.
- 12 – Central Ave Lot – Owned by Resolute FP.

There is one other private parking lot that was not added to this list and that is the parking lot behind A Buck or Two, which is owned by Ted Debenetti. This lot was not added to the list as we are trying to minimize the amount of vehicular and pedestrian traffic around the demolition site.

We want to advise that should the Planning & Development Executive Committee direct us to approach the private parking lot owners to allow for usage of their properties the potential for increased cost and liability could be added to the project.

Respectfully submitted,

Original Signed By

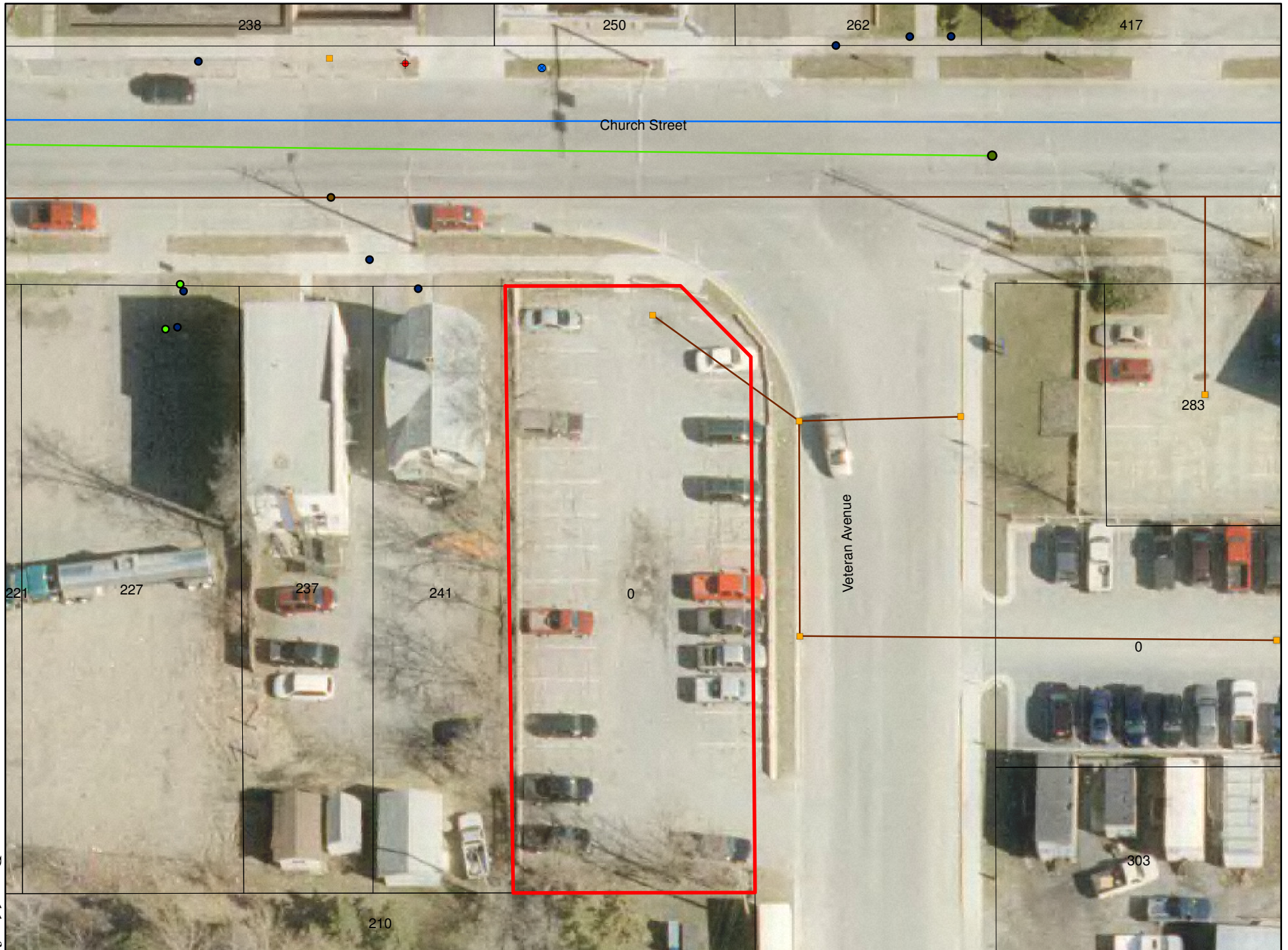
Patrick Briere  
By-Law Enforcement Officer

Portage Avenue Lot - Town of Fort Frances



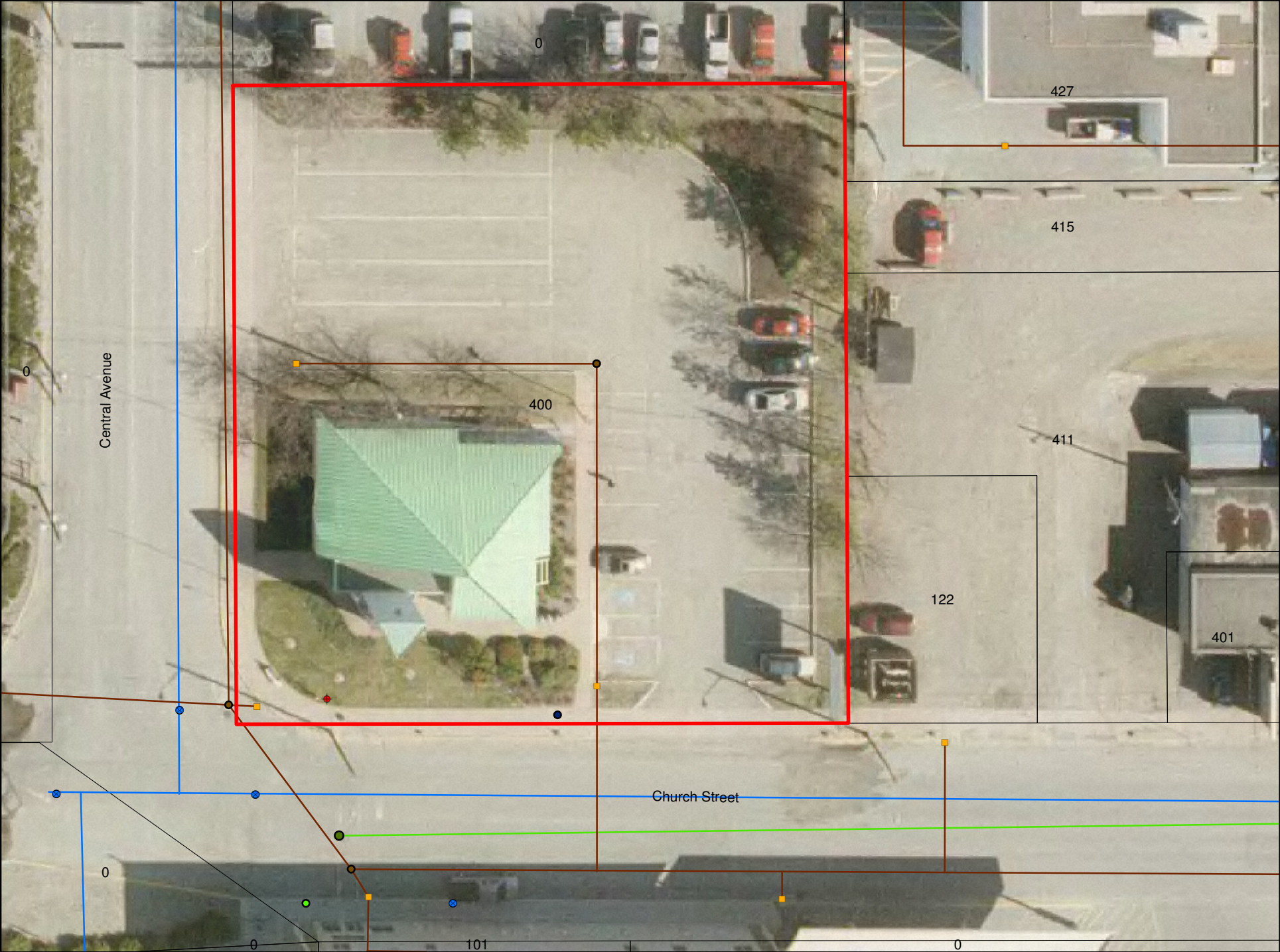


# Vetran Avenue Lot - Town of Fort Frances



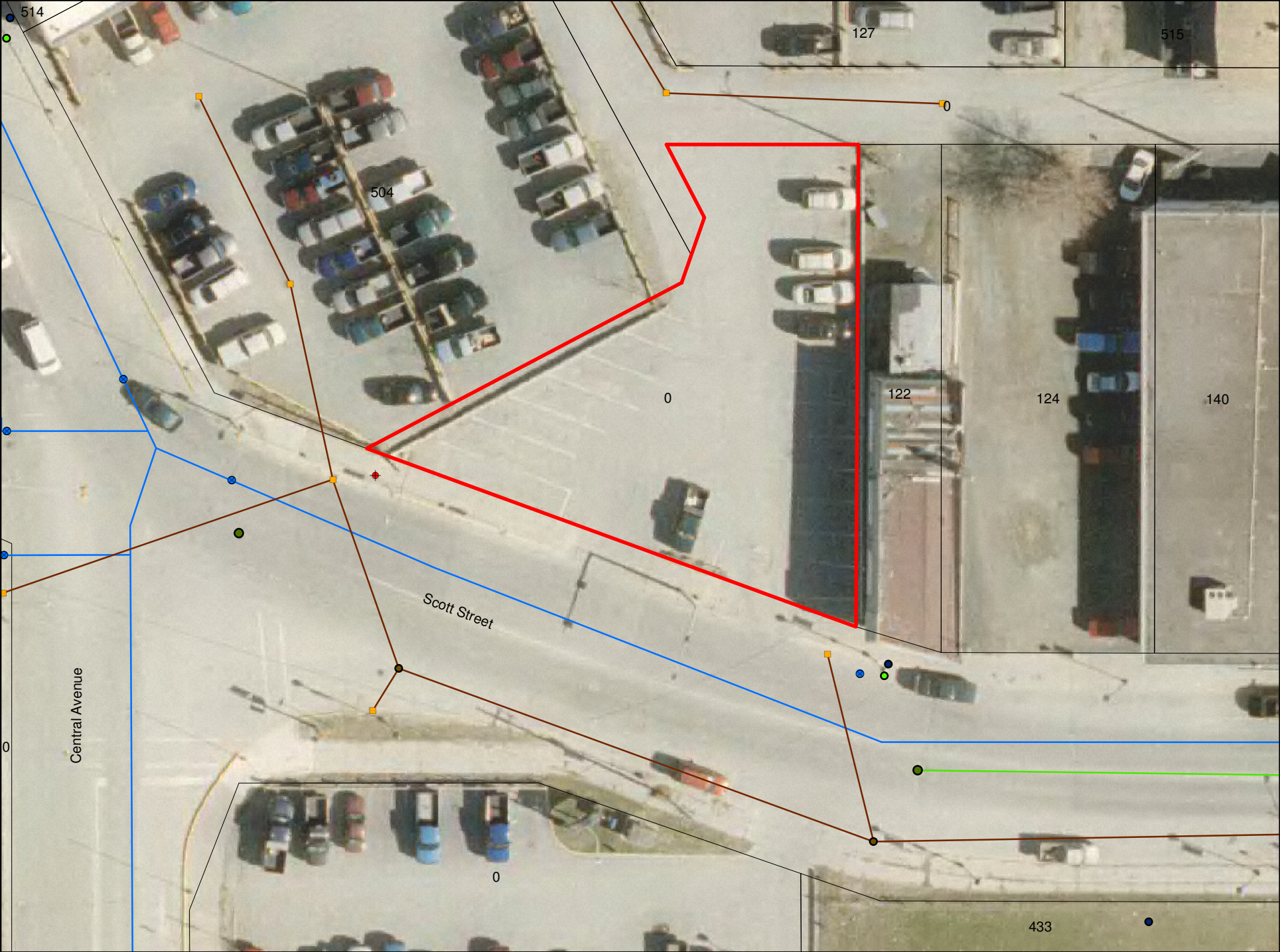


Tourist Information Building Lot - Town of Fort Frances



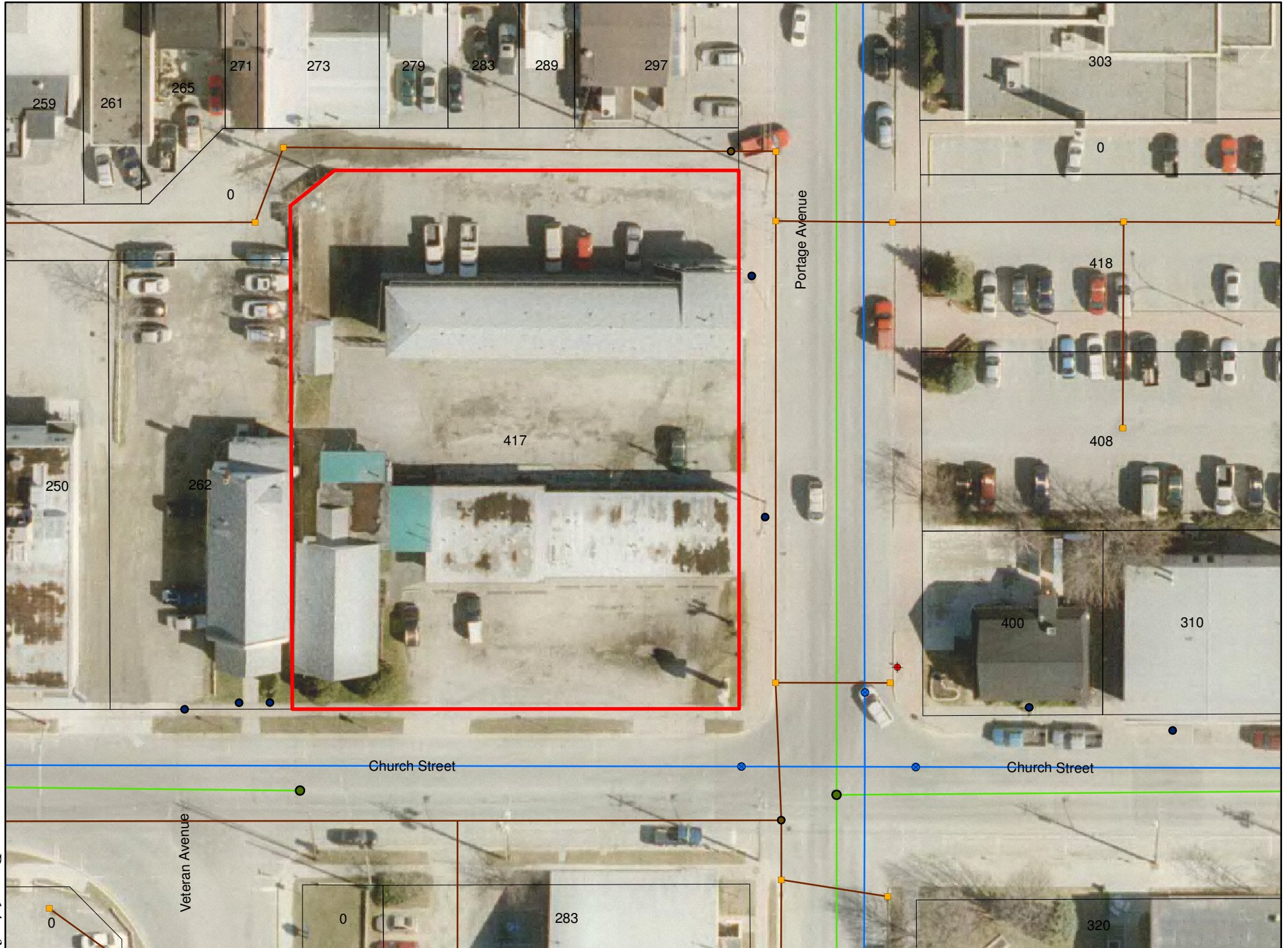


Scott Street Lot - Town of Fort Frances



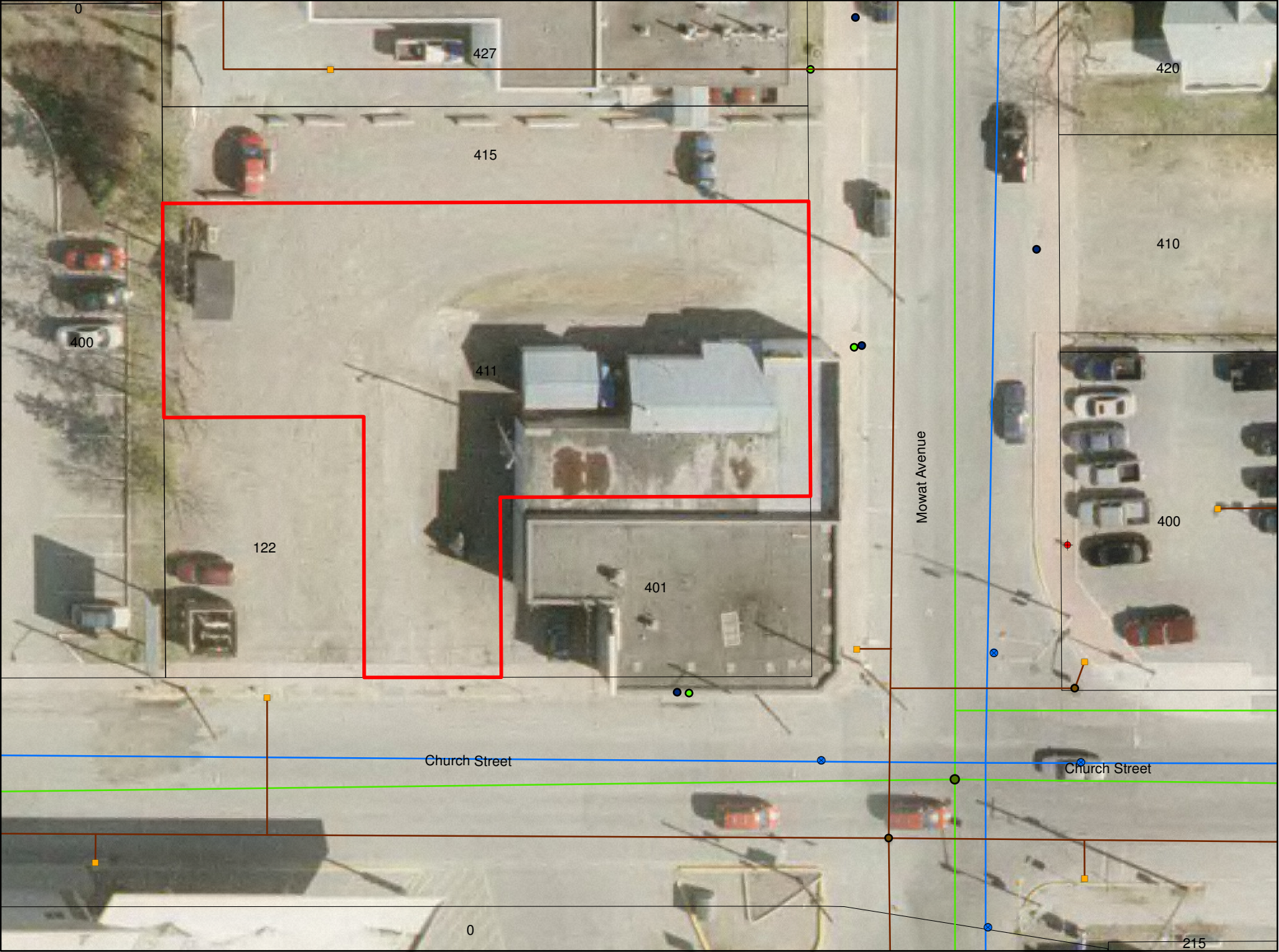


# Nugget Motel



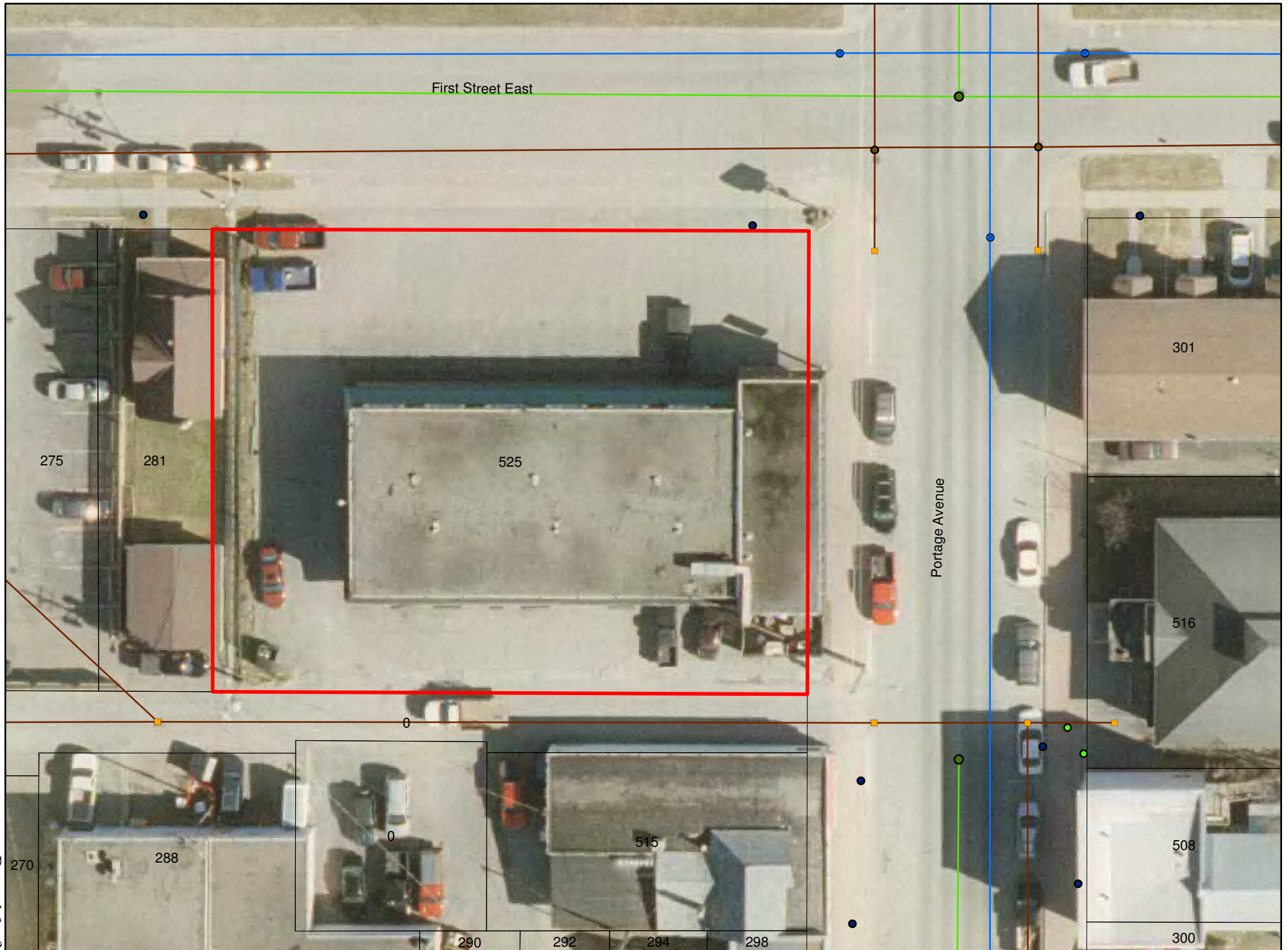


Fort Duty Free Lot



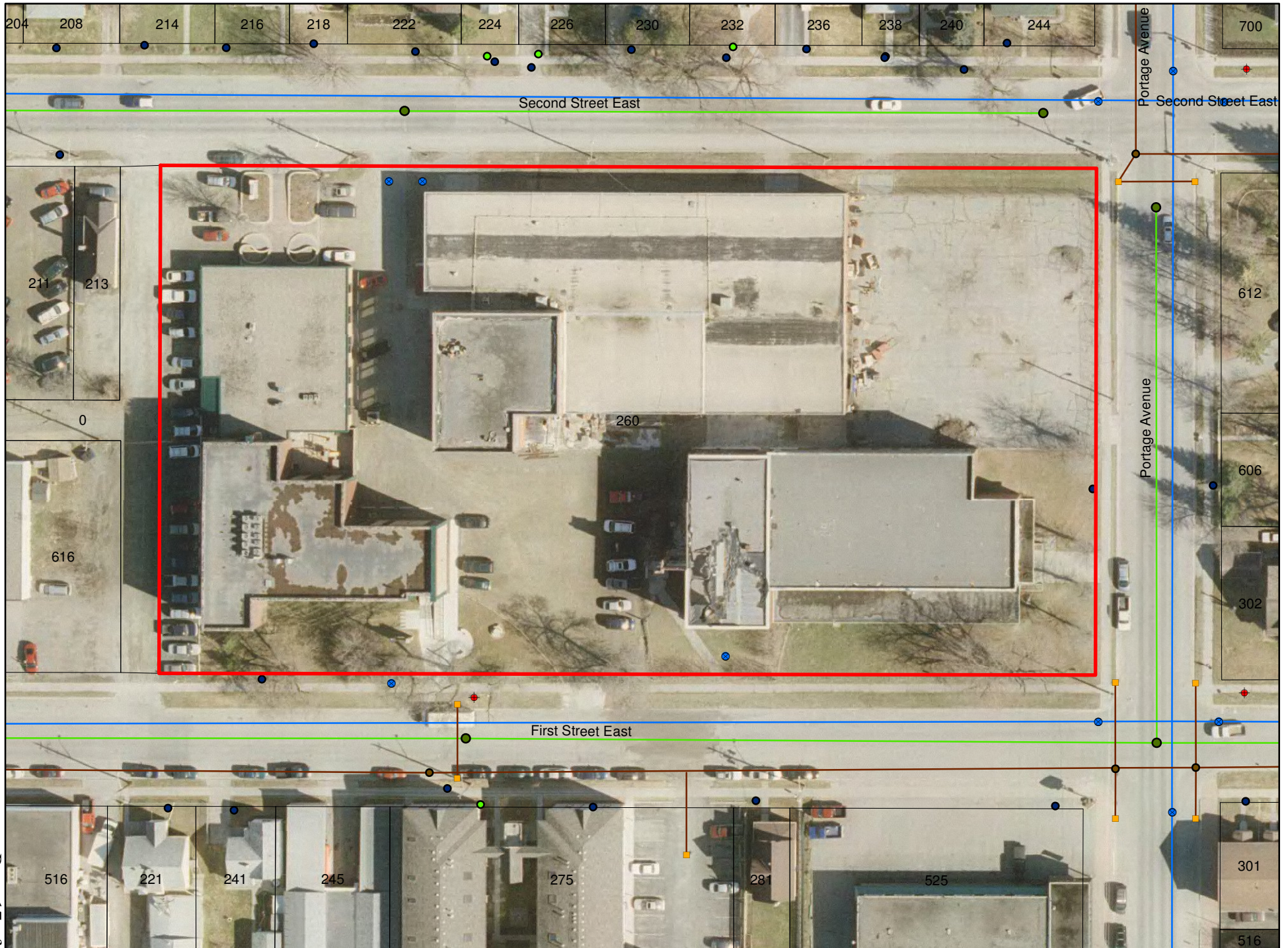


# Voyageur Motel Lot - Mark Howarth



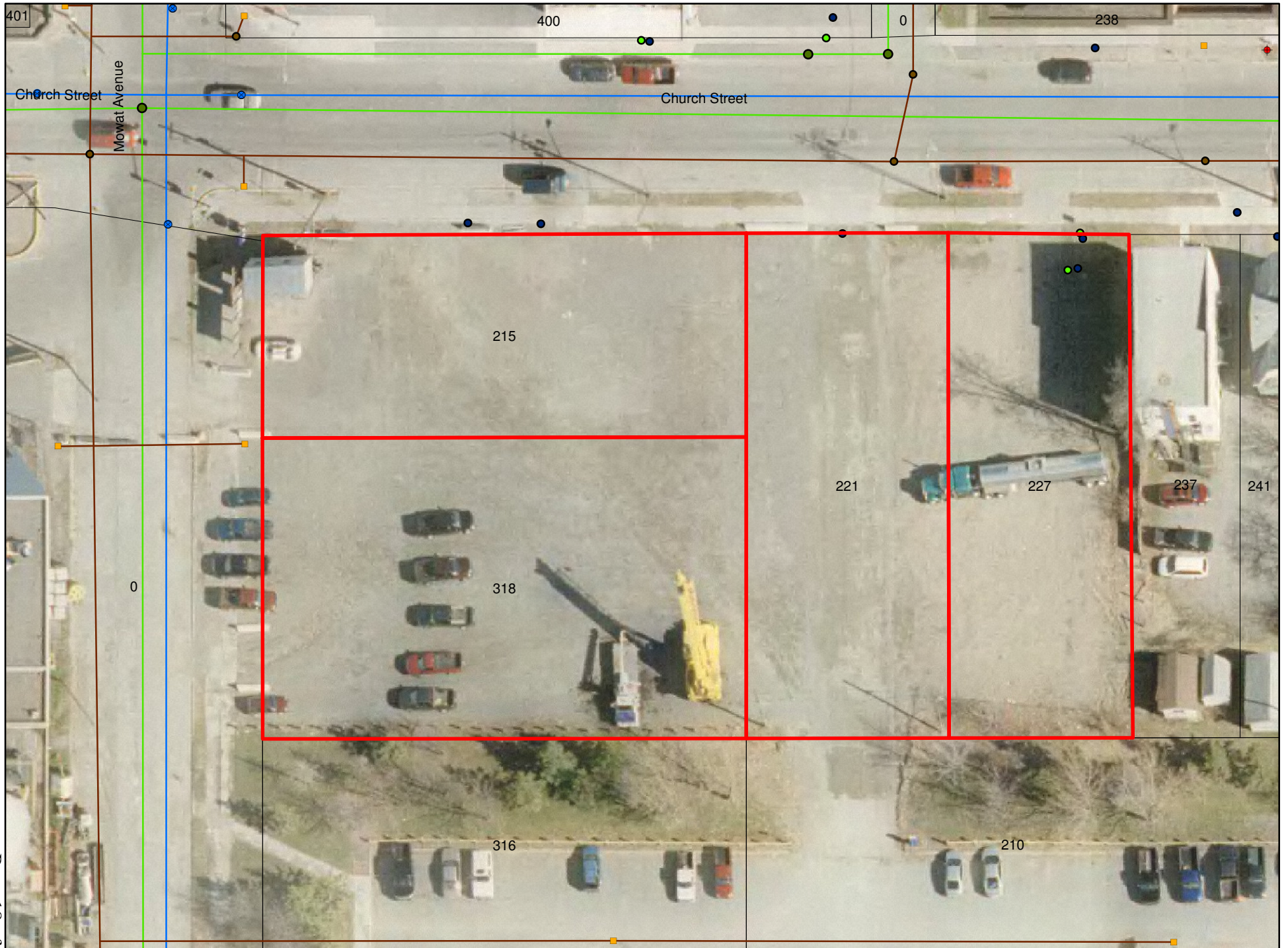


# Old High School Lot





# Resolute FP Church Street Lot



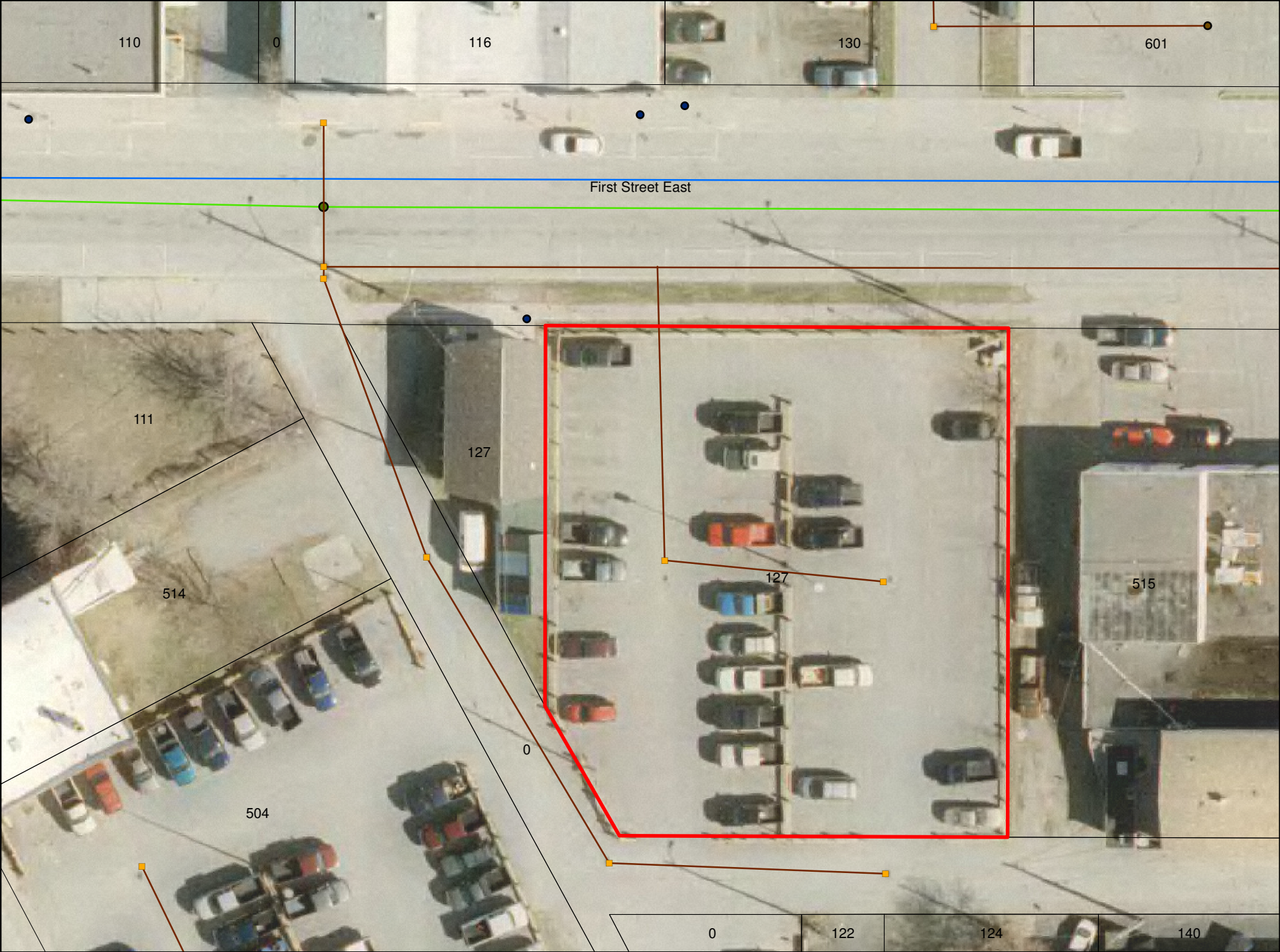


# Resolute FP Central Lot



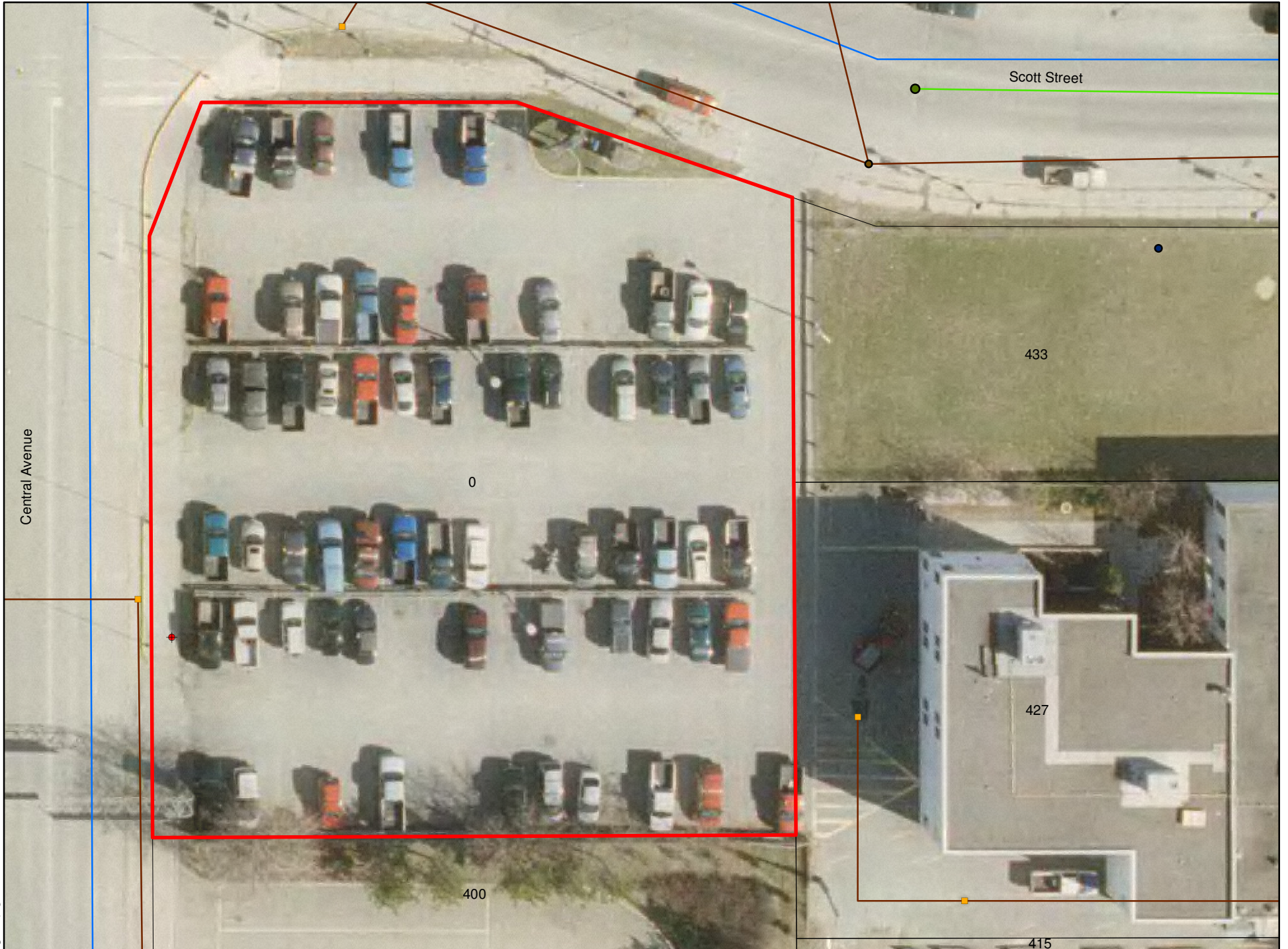


Resolute FP First Street Lot





# Resolute FP Central Lot



September 2, 2015

Report To: Planning and Development Executive Committee

From: Travis Rob, CBO, Facilities/Special Projects Coordinator

**RE: Award of Tender 15 – PD – 16 – Demolition of the Rainy Lake Hotel – 235 Scott Street**

On July 24, 2015 a tender was advertised for the demolition of the Rainy Lake Hotel building located at 235 Scott Street. 8 Packages were emailed out and 10 packages were picked up from the Civic Centre. On August 18, 2015 a mandatory site meeting was completed where 12 contracting firms were present. On September 1, 2015 the tenders were opened publically in the Town of Fort Frances Civic Centre Committee Room where three tender packages were received.

JMX Contracting of Gormley Ontario, Rakowski Cartage & Wrecking Ltd. of Winnipeg, Manitoba and George Armstrong Company Ltd of Fort Frances. Submitted bids. A review of the bids and documentation was completed following the tender opening and it was discovered that JMX Contracting had an arithmetical error increasing their bid by \$100.00 plus taxes and Rakowski Cartage & Wrecking also had an arithmetical error in their bid submission increasing their bid by \$0.05. These errors did not alter the overall results of the bids. All Contractors submitted Health and Safety forms, acknowledged the one addendum and included all required bonds. Further evaluation of the provided work procedures was completed as well as all provided certification for the handling of the asbestos materials contained within the site. A further breakdown of the tender prices are attached to this report. There was one provisional item contained in the tender documents; that being the removal of the two murals contained within the restaurant portion of the building. After discussions with Jason Kabel, Manager of Community Services and Sherry George, Museum Curator it is recommended that this item remain as part of the scope of works as these murals, refurbished could be an excellent addition to the future site.

It is the recommendation of administration to award the contract for the demolition of the Rainy Lake Hotel, 235 Scott Street (Tender 15—PD – 16) to JMX Contracting of Gormley Ontario for the tender price of \$597,432.96 including \$100,000.00 contingency allowance, \$25,000.00 Structural Engineering allowance, \$30,000.00 contaminated soil allowance, \$30,000.00 remedial repairs to adjacent buildings allowance and the Town's portion of HST.

Respectfully Submitted

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

Travis Rob, EIT

Chief Building Official, Facilities/Special Projects Coordinator

				JMX Contracting Inc.		Rakowski Cartage & Wrecking		George Armstrong Co.	
Item	Description	Est. Qty.	Unit	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price
Building Demolition									
1	Building Demolition	1	L.S.		\$ 245,200.00		\$ 447,025.00		\$ 800,000.00
2	Backfill	3000	m³	\$ 14.52	\$ 43,560.00	\$ 15.00	\$ 45,000.00	\$ 25.00	\$ 75,000.00
3	Landfill Tipping Fees	1	L.S.		\$ 35,200.00		\$ 110,000.00		\$ 350,000.00
4	Site Fencing	1	L.S.		\$ 1,760.00		\$ 10,000.00		\$ 20,000.00
5	Site Security	1	L.S.		\$ 30,600.00		\$ 45,000.00		\$ 28,000.00
	Total Building Demolition				\$ 356,320.00		\$ 657,025.00		\$ 1,273,000.00
Designated Substance Removal									
6	Flourescent Lamp Ballasts (PCB)	40	ea	\$ 45.00	\$ 1,800.00	\$ 20.00	\$ 800.00	\$ 125.00	\$ 5,000.00
	Total Designated Substances				\$ 1,800.00		\$ 800.00		\$ 5,000.00
Site Serviceing									
7	Capping Existing Sewer Service	1	L.S.		\$ 5,400.00		\$ 8,000.00		\$ 8,000.00
8	8" PVC SDR35 Serice Main	19	m	\$ 120.00	\$ 2,280.00	\$ 947.37	\$ 18,000.00	\$ 400.00	\$ 7,600.00
9	Sanitary Manhole	1	ea	\$ 4,500.00	\$ 4,500.00	\$ 9,400.00	\$ 9,400.00	\$ 15,000.00	\$ 15,000.00
10	Tie existing sanitary service from 229 Scott St. into new service main	1	ea	\$ 15,500.00	\$ 15,500.00	\$ 14,500.00	\$ 14,500.00	\$ 10,000.00	\$ 10,000.00
11	150mm Sanitary Service Stub for Future Development	3	m	\$ 400.00	\$ 1,200.00	\$ 2,070.00	\$ 6,210.00	\$ 400.00	\$ 1,200.00
	Total Site Serviceing				\$ 28,880.00		\$ 56,110.00		\$ 41,800.00
Historic Item Salvage									
12	Removal, encapsulate and create 2 Murals from within the building	1	L.S.		\$ 6,000.00		\$ 20,000.00		\$ 10,000.00
	Total Historic Item Salvage				\$ 6,000.00		\$ 20,000.00		\$ 10,000.00
Allowances									
13	Structural Engineers Report on Adjoining Buildings	1	L.S.		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
14	Contaminated Soil Remediation	1	L.S.		\$ 25,000.00		\$ 25,000.00		\$ 25,000.00
15	Remedial Repairs to Adjacent Buildings	1	L.S.		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00

16	Contingency	1	L.S.		\$ 100,000.00		\$ 100,000.00		\$ 100,000.00
	Total Allowances				\$ 180,000.00		\$ 180,000.00		\$ 180,000.00
<b>General</b>									
17	Bonds & Insurance	1	L.S.		\$ 4,100.00		\$ 7,500.00		\$ 70,000.00
18	Mobilization & Demobilization	1	L.S.		\$ 10,000.00		\$ 54,000.00		\$ 75,000.00
	Total General				\$ 14,100.00		\$ 61,500.00		\$ 145,000.00

Summary of Tender Prices			
	JMX Contracting	Rakowski Cartage and Wrecking	George Armstrong
Building Demolition	\$ 356,320.00	\$ 657,025.00	\$ 1,273,000.00
Designated Substances	\$ 1,800.00	\$ 800.00	\$ 5,000.00
Site Servicing	\$ 28,880.00	\$ 56,110.00	\$ 41,800.00
Historic Item Salvage	\$ 6,000.00	\$ 20,000.00	\$ 10,000.00
Allowances	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00
General	\$ 14,100.00	\$ 61,500.00	\$ 145,000.00
Subtotal	\$ 587,100.00	\$ 975,435.00	\$ 1,654,800.00
13% HST	\$ 76,323.00	\$ 126,806.55	\$ 215,124.00
Town's Portion HST	\$ 10,332.96	\$ 17,167.66	\$ 29,124.48
<b>TOTAL TENDER PRICE (Inc. Town's HST)</b>	<b>\$ 597,432.96</b>	<b>\$ 992,602.66</b>	<b>\$ 1,683,924.48</b>

September 2, 2015

Report To: Planning and Development Executive Committee

From: Travis Rob, CBO, Facilities/Special Projects Coordinator

**RE: Quality Assurance and Quality Control Air Quality Monitoring During the Demolition of the Rainy Lake Hotel (235 Scott St.)**

**Background**

With the demolition of the Rainy Lake Hotel coming together the impacts of the demolition on the surroundings and mitigation of such impacts is well into the planning stages. As with any demolition of any structure airborne dust is a reality and given the location of this structure dust mitigation will be a key component of this project.

As an additional measure, taken by the Town of Fort Frances, to insure no negative impacts as a result of the demolition, three reputable firms were approached to provide quotes for air quality monitoring during the demolition of the structure. The quotes were based on a rational of placing a monitor in each of the neighboring buildings as well as one on the roadway in front of the Rainy Lake Hotel building. These stations would collect samples throughout the project with a baseline sample taken prior to demolition. Further monitoring and samples would be taken during the demolition and again post demolition and site cleanup. These samples would be analyzed for asbestos fibers, mold contamination as well as airborne lead. These samples would be compared to industry standards and applicable regulations with reports provided to the Town of Fort Frances upon completion of the analysis. There is no regulatory requirement to complete this sampling during a demolition therefore there are no standards for outdoor air quality to conform to, therefore 50% of the Occupational Exposure Limit as set out in the Occupational Health and Safety Act will be used as the limit during testing.

DST Consulting Engineers of Kenora submitted a quotation of \$6900.00, Pinchin Environmental of Kenora submitted a quotation of \$5135.00 and True Grit Consulting of Thunder Bay submitted a quotation of \$9000.00. All quotations were submitted exclusive of applicable taxes.

Administration recommends that the Town of Fort Frances retains Pinchin Environmental to complete air quality monitoring for the purposes of quality assurance and quality control during the demolition of the Rainy Lake Hotel located at 235 Scott Street.

Respectfully Submitted

A handwritten signature in dark ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, EIT

Chief Building Official, Facilities/Special Projects Coordinator



August 28, 2015

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

Attention: Travis Rob, Chief Building Official

*Via Email:* trob@fort-frances.com

**Re:** Proposal - Air Monitoring Services  
Rainy Lake Hotel Demolition  
Scott Street, Fort Frances, Ontario.

DST File No.: GV-ON-021960

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## 1.0 INTRODUCTION

DST Consulting Engineers Inc. (DST) is pleased to submit to the Town of Fort Frances, this proposal to provide air monitoring services for the Rainy Lake Hotel (subject building) demolition project, scheduled to take place at Scott Street, in Fort Frances, Ontario. Based on discussions with the client, the building is reportedly known to contain asbestos-containing materials (ACM). It is DST's understanding that due to the condition of the building, access to the subject building is restricted, and abatement operations cannot be performed safely prior to demolition operations. DST has not been involved in the planning or execution of the above project.

Air monitoring has been requested for the adjacent buildings located on the east and west of the subject building, as well as for the outdoor environment, at street level, immediately in front of the subject building. The monitoring has been requested to assess the levels of airborne asbestos fibers, lead particles, and mould spores at the above locations before, during, and after the planned demolition takes place.

## 2.0 SCOPE OF WORK

DST will provide the following scope of work:

- Three site visits to conduct air sampling. The site visits will be scheduled for prior to, during, and after completion of the demolition of the subject building.
- A total of twelve (12) air samples will be collected during each site visit. These will include: four (4) total airborne fiber samples for analysis by phase contrast microscopy (PCM) and

detection of asbestos fibers; four (4) lead air samples; and, four (4) mould spore trap samples for microscopic analysis of spore type and counts.

- PCM analysis will use a method detection limit of 0.05 fibers per cubic centimeter of air (f/cc). This is 50% of the exposure limit of a worker to airborne asbestos, which is defined as 0.1 f/cc by *O.Reg. 833 – Control of Exposure to Biological or Chemical Agents*, under the Ontario Occupational Health and Safety Act.
- Closure report summarizing the air sampling results, upon completion of the air monitoring program.

Sampling dates will be arranged in coordination with the client. It is assumed all sampling will be scheduled to take place during regular business hours. It is assumed that the sample locations will be accessible for air sampling on the arranged dates. If additional site visits are required to complete the above sampling, additional costs will apply.

All air samples will be analyzed using standard (5-day) turnaround time. On-site total airborne fiber (PCM) analysis can be arranged for an additional fee.

### **3.0 COST ESTIMATE**

The cost to provide the above noted air monitoring services is \$6,900.00 (excl. HST).

Additional services, which extend beyond the aforementioned scope of work, would not proceed without written authorization from the Client. Additional services, if required, will be charged out at DST's standard unit rates or on a negotiated fixed fee basis.

### **4.0 CLOSURE**

Should you have any questions regarding this proposal or require additional information, please do not hesitate to contact the undersigned at your convenience.

Sincerely,  
**for DST Consulting Engineers Inc.,**



Ben Barber, M.Sc.  
Project Manager  
[bbarber@dstgroup.com](mailto:bbarber@dstgroup.com)



August 28, 2015

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

E-mail: [trob@fort-frances.com](mailto:trob@fort-frances.com)

Attention: Travis Rob, EIT  
*Chief Building Official*

**Re: Proposal for Demolition Air Monitoring, Rainy Lake Hotel**  
**235 Scott Street, Fort Frances, ON**  
**Pinchin File: 108209**

Pinchin Ltd. (Pinchin) is pleased to provide this proposal to perform demolition air monitoring for the Town of Fort Frances (Client). It is our understanding that there is a planned demolition of the three-storey Rainy Lake Hotel located at 235 Scott Street in Fort Frances, ON. This demolition is planned to be completed using heavy equipment as the building is structurally unsound and asbestos materials cannot be removed following conventional methods. The air monitoring has been requested for due diligence purposes during the course of the demolition.

## **1.0 AIR MONITORING**

### **1.1 General**

Air monitoring will be completed over the course of three distinct sampling events:

- a) Baseline sampling – Completed prior to the start of demolition operations;
- b) Interim sampling – Completed during active demolition; and
- c) Final sampling – Completed following the removal of all debris.

Sampling locations will be selected by the Client but it is understood that there will be three locations for each sampling event. Access to each location will be provided by the Client.

An inspection report will be issued detailing the site conditions at the time of sampling and analytical results for each event.

### **1.2 Asbestos Air Monitoring**

Asbestos air monitoring will be performed using NIOSH 7400, Phase Contrast Microscopy (PCM) method. Analysis of PCM air samples will be performed by an IRSST registered analyst. Results will be available within one business day.





Although there is no regulatory standard for airborne fiber concentrations in ambient areas during this activity. Pinchin proposes to use an action limit of 0.05 f/cc which is 50% of the Occupational Exposure Limit (OEL) for airborne asbestos. Asbestos sample results will be analyzed next-day and reported by email immediately following analysis so site conditions where airborne fiber concentrations so the Client and the Contractor can respond quickly should demolition methods prove to be impacting air quality in adjacent areas.

### **1.3 Mould Air Monitoring**

Pinchin will collect non-viable spore trap air samples in each of the sampling locations for each individual event to document airborne spore concentrations and types. One (1) field blank sample will be collected at each sample event as per Pinchin's Quality Assurance Program and industry standard.

The analysis of mould samples will be performed at the Pinchin Environmental Microbiology Laboratory, Mississauga. The Pinchin laboratory is independently accredited to ISO/IEC 17025:2005 for mould and bacteria analysis, by the American Industrial Hygiene Association (AIHA) and the Quebec Ministry of Sustainable Development, Environment and the Fight against Climate Change (MDDEP). The laboratory also participates in Escherichia coli, coliform bacteria and Heterotrophic Plate Count (HPC) proficiency testing program of the Canadian Association of Laboratory Accreditation (CALA) (Lab ID 3758).

Analysis turnaround time for spore trap samples is proposed for RUSH turnaround time. RUSH turnaround time is 24 hrs from the laboratory's receipt of samples. This is anticipated to be within 72 hours from sample collection.

### **1.4 Lead Air Monitoring**

Sampling for airborne lead would follow NIOSH Method 7300, with a 0.8µg cellulose filter in 33mm cassette. The flowrate could be anywhere from 1-4 L/min for over a 4-6 hour sampling period with a minimum volume of 500L and not to exceed 2000L (OSHA PEL).

Pinchin recommends an action limit of 0.025 mg/L, which is 50% of the OEL for airborne lead. Samples would be submitted for RUSH analysis which would provide a 24hr turnaround from the day the laboratory receives the sample. This is anticipated to be within 72 hours from sample collection.

Lead analysis would be performed in accordance with NIOSH method No. 7300; Elements by ICP at Scientific Analytical Institute (SAI). SAI is accredited by the American Industrial Hygiene Association (AIHA), and the Environmental Lead Laboratory Accreditation Program (ELLAP).

Two field blanks would be submitted with each sampling event as per NIOSH method 7300.



## 2.0 FEES

Our Fees to complete the air monitoring is as follows:

<b>Consulting</b>	
Field Work, Supervision and Reporting (3 air monitoring events @ \$800/event)	\$2,400.00
<b>Environmental Testing</b>	
PCM Airborne Fibre Analysis (9 samples @ \$30/sample)	\$270.00
Spore Trap Mould Air Samples (9 samples + 3 Blank @ \$120.00/sample)	\$1,440.00
Airborne Lead Samples (9 samples + 6 Blanks @ \$15.00/sample)	\$225.00
Field Equipment, Consumables	\$100.00
<b>Expenses</b>	
Mileage, Courier, Copies, etc.	\$700.00
<b>Total (plus applicable taxes)</b>	<b>\$5,135.00</b>

Applicable taxes are not included in the above. All work is to be performed during normal working hours.

Payment terms are net 30 days (no holdback).

## 3.0 LIMITATIONS

This proposal was prepared for the consideration of the Client only. Its contents cannot be used or disclosed to any other party without the prior written consent of Pinchin. This proposal is valid for a period of ninety (90) days from date of issue. The validity period may be extended by mutual agreement in writing. Pinchin reserves the right to revise the proposal beyond the stated validity period.

The work performed by Pinchin will be conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work is performed. The Client acknowledges that subsurface and concealed conditions may vary from those encountered or inspected. Pinchin can only comment on the environmental conditions observed on the date(s) the assessment is performed. The work is limited to those materials or areas of concern identified by the Client or outlined in our proposal. Other areas of concern may exist but were not investigated within the scope of this assignment.

Pinchin makes no other representations whatsoever, including those concerning the legal significance of its findings, or as to other legal matters touched on in this report, including, but not limited to, ownership of any property, or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and we undertake no, and expressly disclaim, obligation to advise the Client of such change.



Pinchin accepts no responsibility for consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.

No warranty is either expressed or implied, or intended by this agreement or by furnishing oral or written reports or findings. The liability of Pinchin or our officers, directors, shareholders or staff will be limited to the lesser of the fees paid or actual damages incurred by the Client. Pinchin will not be responsible for any consequential or indirect damages. Pinchin will only be liable for damages resulting from the negligence of Pinchin. Pinchin will not be liable for any losses or damage if the Client has failed, within a period of two years following the date upon which the claim is discovered (Claim Period), to commence legal proceedings against Pinchin to recover such losses or damage unless the laws of the jurisdiction which governs the Claim Period which is applicable to such claim provides that the applicable Claim Period is greater than two years and cannot be abridged by the contract between the Client and Pinchin, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.

Information provided by Pinchin is intended for Client use only. Pinchin will not provide results or information to any party other than the Client, unless the Client, in writing, requests information to be provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be reasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted by any party.



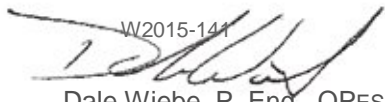
#### **4.0 CLOSURE**

Thank you for the opportunity to provide this proposal. Please sign and fax/e-mail back the enclosed Authorization to Proceed form in order to confirm your acceptance of the proposal or issue a Purchase Order. Should you have any questions or concerns regarding the contents of this proposal, please contact the undersigned.

Yours truly,

**Pinchin Ltd.**

Prepared by:

W2015-144  
  
Dale Wiebe, P. Eng., QPESA  
Office Manager  
807.468.4110  
[dwiebe@pinchin.com](mailto:dwiebe@pinchin.com)

Encl.: Appendix I – Authorization to Proceed (2 pages)

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Template: Master Proposal for Air Monitoring Clearance Inspections, Haz, August 14, 2015

**APPENDIX I**  
**Authorization to Proceed**



# Authorization to Proceed

Date: August 28, 2015	Pinchin Project Name: Demolition Air Monitoring	
Client: Town of Fort Frances	Pinchin Project Number: 108209	
Site Address: 235 Scott Street, Fort Frances, ON	Pinchin Project Manager: Dale Wiebe	
	Pinchin Office Fax: 807.468.7674	Pinchin Project Manager e-mail: <a href="mailto:dwiebe@pinchin.com">dwiebe@pinchin.com</a>

This confirms Town of Fort Frances (CLIENT) authorizes Pinchin Ltd. (Pinchin) to proceed with the performance of services as outlined in our proposal dated August 28, 2015 for a value of \$5,135.00 (plus applicable taxes). The proposal (if any) and the terms of the Authorization to Proceed constitute the entire agreement between Pinchin and CLIENT.

## Terms and Conditions

1. Pinchin's proposal was prepared for the consideration of CLIENT only. Its contents may not be used by or disclosed to any party without prior written consent from Pinchin.
2. Pinchin's proposal shall be valid for a period of thirty (30) days from date of issue. The validity period may be extended by mutual agreement in writing. Pinchin reserves the right to revise the proposal beyond the stated validity period.
3. Any work performed by Pinchin will be conducted in accordance with generally accepted engineering or scientific practices current in this geographical area at the time the work is performed.
4. No warranty is either expressed or implied, or intended by this agreement or by furnishing oral or written reports or findings.
5. CLIENT acknowledges that subsurface and concealed conditions may vary from those encountered or inspected. Pinchin can only comment on the conditions observed on the date(s) the assessment is performed.
6. The work will be limited to those locations and/or areas and/or materials of concern identified by CLIENT or scope of work as outlined in our proposal. Other areas of concern may exist but will not be investigated within the scope of this assignment.
7. Samples that are collected may be returned to the CLIENT at the sole discretion of Pinchin.
8. Any budget estimates provided are preliminary and subject to verification unless otherwise agreed.
9. CLIENT is to identify all known hazardous conditions that exist within the building, on the property or in the area of work including but not limited to the presence of confined spaces, work at heights, areas causing heat stress, traffic, pinch points etc. CLIENT is to identify any specific training requirements required for access and entry to the building, property and area of work and provide any site specific training required at no cost to Pinchin. CLIENT must provide safe access to the site and compliance with all applicable safety codes and standards for matters under the control of CLIENT which would affect the safety of Pinchin staff on site.
10. Pinchin makes no representations or warranties whatsoever, including those concerning the legal significance of our findings, or as to other legal matters touched on in the report, including, but not limited to, ownership of any property, or the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretations and these interpretations may change over time and we undertake no, and expressly disclaim, obligation to advise CLIENT of such change. Pinchin accepts no responsibility for consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.
11. The liability of Pinchin or our officers, directors, shareholders or staff will be limited to the lesser of fees or actual damages incurred by CLIENT.
12. Pinchin will not be responsible for any consequential or indirect damages. Pinchin will only be liable for damages resulting from negligence of Pinchin. Pinchin will not be liable for any losses or damage if CLIENT has failed, within a period of two (2) years following the date upon which the claim is discovered, to commence legal proceedings against Pinchin to recover such losses or damage unless the laws of the jurisdiction which governs the limitation period which is applicable to such claim provides that the applicable limitation period is greater than the Claim Period and cannot be abridged by this Agreement, in which case the Claim Period shall be deemed to be extended by the shortest additional period which results in this provision being legally enforceable.
13. Information provided by Pinchin is intended for CLIENT use only. Pinchin will not provide results or information to any party other than CLIENT, unless CLIENT, in writing, requests information to be



**Authorization to Proceed**

Town of Fort Frances  
Demolition Air Monitoring  
235 Scott Street, Fort Frances, ON

August 28, 2015  
Pinchin File: 108209

provided to a third party or unless disclosure by Pinchin is required by law. Unless consented to by Pinchin, which consent may be unreasonably and/or arbitrarily withheld, any use by a third party, of reports or documents authored by Pinchin, or any reliance by a third party on or decisions made by a third party based on the findings described in said documents, is the sole responsibility of such third parties. Pinchin accepts no responsibility for damages, suffered by any third party as a result of decisions made or actions conducted by any party.

14. Invoices will be issued monthly or upon project completion. Applicable taxes (GST, HST, QST) are additional. Amounts not received within thirty 30 days of invoice date will bear interest thereafter at a rate of 1.5% per month (18% per annum) until paid.

**Acceptance authorizes:**

1. The release, to Pinchin, of information requested in connection with this work. Pinchin undertakes to maintain the confidentiality of all such information.
2. The release by Pinchin of information to others necessary to perform the work.
3. Entry and access to all areas of the property and buildings on the property, by Pinchin staff or representatives, as required, to perform the proposed services. CLIENT shall identify limitations, conditions or terms regarding entry and access ("Access Restrictions").

It is understood that CLIENT will be liable for all additional costs incurred by Pinchin in the performance of the proposed work caused by changes to the terms, delays, postponements or cancellations or other unseen or unknown conditions that are beyond the control of Pinchin including, without limitation, delays caused by failure to provide Information on a timely basis or Access Restrictions not revealed to Pinchin prior to the date hereof.

All reports, plans, data, notes, drawings, and other documents prepared by Pinchin are considered its professional work product. Pinchin shall own the copyright and other intellectual property rights in all of such documents including rights to claim Scientific Research and Development Tax Claims. The services and documents provided by Pinchin under the terms of the Work are intended for one time use only.

By signing below CLIENT provides authorization to proceed and accepts the terms and conditions outlined above and in the referenced proposal (if applicable). In the event Pinchin provides services requested by CLIENT, in addition to those identified above or in the proposal (where applicable), CLIENT agrees to compensate Pinchin either on a time and material basis using the Pinchin standard rates (in effect at the time the service is provided), or as per a written amendment to the terms and conditions originally agreed upon.

Signature of Authorized CLIENT Representative (Acceptance):	Billing Address:
Name (Print):	
Company:	Billing Contact Name:
Date:	Billing Contact Phone:
Purchase Order No.:	Billing Contact Fax and E-mail Address:
Pinchin Project Manager: Dale Wiebe	Pinchin Project Number: 108209

**Billing Office: 227 2nd Street South, 3rd Floor, Kenora, ON P9N 1G1 | PH: 1.855.746.2446**

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Template: Master Authorization to Proceed – with Table, HO, December 8, 2014



Jacquie Elvish  
<jelvish@tgcl.ca>  
05/22/2015 03:59 PM

To "trob@fort-frances.com" <trob@fort-frances.com>  
cc Ina Chomyshyn <ina@tgcl.ca>  
bcc  
Subject TGCL Proposal to Carry Out Air Monitoring During  
Demolition of Rainy Lake Hotel

Good Afternoon Travis

Further to your request for sampling to monitor air quality during demolition of the Rainy Lake Hotel (RLH), True Grit Consulting Ltd. (TGCL) is pleased to provide the following scope of work and cost estimate.

### Background

TGCL understands that the RLH will be demolished and further, that it contains designated and hazardous materials, including asbestos, lead and mould. Based on the location of the RLH, in a populated, downtown area of the town of Fort Frances with two adjacent buildings which are in close proximity to the subject building, monitoring for airborne contaminants, indoors in adjacent occupied buildings and outdoors in the vicinity of the demolition, has been requested.

### Proposed Scope of Work

In order to provide meaningful information for concentrations of airborne contaminants during the demolition process TGCL considers it important to collect data on airborne concentrations of contaminants before the demolition (baseline conditions) as well as during the demolition. TGCL proposes to collect samples of the following potential airborne contaminants both before and during demolition activities: asbestos, lead and mould. Sampling will be completed in the following four locations: one set of samples in each of the two adjacent buildings, one set of samples outdoors in the area of concern (i.e. across the street from the demolition site where passersby are expected to gather to observe the demolition) and one set outdoors and downwind of the demolition site. TGCL also proposes to monitor airborne dust concentrations in real time using a datalogging instrument.

Two separate site visits will be required, one to sample before the demolition and one to sample during the demolition. Samples will be submitted under chain of custody to qualified laboratories for analysis and TGCL will provide a single letter report which will contain both sets of results and will interpret the results by comparing them with standard indoor and outdoor criteria (e.g. Ministry of Environment and Climate Change Ambient Air Quality Criteria for the outdoor samples and the Ministry of Labour Occupational Exposure Limits for the indoor samples).

TGCL proposes to complete the above-noted scope of work on the following basis: A fixed fee price of **\$4,700 for the baseline site visit**; and a fixed fee price of **\$5,500 for the demolition site visit**. Both prices are exclusive of applicable taxes.

The following assumptions and limitations apply:

- For each site visit the following samples will be collected and analyzed:
  - 4 airborne asbestos samples (plus a blank)
  - 4 airborne lead samples (plus a blank)
  - 4 airborne mould samples (plus an upwind control)



- Regular laboratory turn-around time has been assumed.
- TGCL will be provided with safe access to the sampling areas.
- Each site visit will consist of one overnight trip to Fort Frances with a maximum of 6 hours on site.

Note: Any changes to the scope will only be completed upon the written request of the client and additional work will be charged on a time and materials basis.

For an additional fee, TGCL can provide onsite analysis of collected samples for asbestos (the analyst can bring the microscope to the site and complete fibre counts as soon as the samples have been collected). If you have any questions about this proposal please contact me.

Regards  
Jacquie

**Jacquie Elvish, BSc, CRSP**  
Senior Health and Safety Specialist



***Engineering Solutions for the Environment***

1263 Innovation Drive, Thunder Bay, ON P7B 0A2  
Tel: (807) 285-9005 | Fax: (807) 623-5690  
Cell: (807) 620-2519  
[jelvish@tgcl.ca](mailto:jelvish@tgcl.ca)



To: Planning and Development Executive Committee  
From: N. Faye Flatt, Municipal Planner  
Date: September 8, 2015  
Re: 237 8<sup>th</sup> St. W – Amendment to Site Plan Control Agreement

---

The property known as 237 8<sup>th</sup> St. W. was created in 2010 (Consent File B2/2010) in contemplation of a staged development of multi-residential dwellings by Fort Frances Native Urban Wahkaihanun Corporation (WFC).

By-Law #51/11 invoked site plan control on the project and an agreement (Agreement) entered into to authorize a two story 10-unit complex as Stage 1 with provisions for future buildings over the ensuing five years. The agreement provided for extension of municipal services within the right-of-way of the fronting street, etc. The Agreement was customized to provide sufficient flexibility to accommodate the circumstances and timelines of development yet enable the Town to maintain control, such as

- elimination of reference to work internal to the site as it was deemed unnecessary;
- elimination of Letter of Credit in favour of relying on section 446 of the Municipal Act if required; and
- Issuance of Occupancy Permit tied to completion of all requirements and submission of all documentation.

In June of 2013 the Town received an application for zoning amendment (8/98-XX) and Consent (File B3/2013) to change the zoning on the holdings of WFC to accommodate multi-residential and to sever the rear portion of the York Avenue properties to enlarge the property contemplated for the second structure. Area residents raised concerns about drainage and tenants trespassing. This office was able to mediate between the parties and negotiate their concerns whereby conditions were imposed by the Committee of Adjustment that certain issues be deferred to the Agreement (buffer, parking, drainage, etc.) completion of the last phase of development.

Phase 3 has begun with the proposed enlargement of the property by approval of Consents (File B3/2015 and B5/2015) to accommodate the construction of a 6-unit residential complex the same as, and immediately south of, the second building.

As this is the last of the development proposed for this property, an application for an amendment to the Agreement has been received. A copy of the application is attached together with a site plan with notations regarding my review thus far. The amendment will recognize the work done in Phase 2 and set out the obligations and responsibilities proposed for Phase 3 as well as finalize requirements for the issues that were deferred, including

- Buffer – minimum 3 m. wide by 1.5 m high required (s. 3.25 ZBL #3/14) where multi-residential abuts single residential use. Committee of Adjustment recommends solid fencing minimum of 2 metres high;
- Lighting – determination if and where needed for safety;
- Parking – type of surface treatment, confirm location and number of parking spaces, including barrier-free;
- Landscaping – determination if and where needed, type etc.
- Costs - all associated costs relative to the amendment be the responsibility of the property owner;

- Security - issuance of an Occupancy Permit will be withheld instead of requirement for Letters of Credit to ensure compliance with obligations of the Agreement;
- Drainage – submission and approval of a stormwater management plan to ensure that the development does not adversely affect surface water runoff.

As with previous stages of development, funding is contingent on the issuance of a building permit so the property owner wishes to obtain one as soon as possible. Usually a permit is issued after registration of the Agreement. However, to accommodate this situation in the past, it was tied to the signing of the Agreement. The Town will again likely be accommodating in this respect. However because this will involve the respective solicitors, a delay may be experienced.

A copy of the original Agreement with potential modifications will be presented at the meeting for review.

**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.

<b>1. APPLICATION TYPE</b>					
a) New Site Plan Control Agreement: <input type="checkbox"/>					
b) Amendment to existing Agreement: <input checked="" type="checkbox"/> Authorizing By-Law Number <u>59/11</u>					
<b>2. PROPERTY INFORMATION</b>					
a) Address	<u>237 EIGHTH STREET WEST</u>				
b) Tax Roll No.	<u>59-12-010-007-27915</u>				
c) Legal Description	<u>PLAN SM138 PART LOT 1, 2, 3</u>				
d) Dimensions	Frontage	<u>70.804</u>	Depth	<u>161.739</u>	Area <u>11,451.768</u>
<b>3. APPLICANT INFORMATION</b>					
a) Applicant	<u>WAKKAIHLANUN FUTURES CORP</u> Phone <u>807-274-8530</u>				
b) Mailing Address	<u>PO BOX 393, FORT FRANCES</u> Postal Code <u>P9A 3M7</u>				
c) Email	<u>Kabelda@shaw.ca</u>				
<b>4. AGENT INFORMATION (if applicable)</b>					
a) Agent Name					Phone
b) Mailing Address					Postal Code
c) Email					
<b>5. OWNER (If different from 3 above)</b>					
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	ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORP
b) Contact/Reference	CATHY CONNOR Phone 705-256-1876
c) Mailing Address	500 BAY ST., SAULT STE. MARIE, ON Postal Code P6A 1X5
d) Email	CCONNOR@OAHSSC.CA

# 7. OTHER APPLICATIONS (Complete if applicable)

a) File Type & No.	SEVERANCE APPLICATION B3/2015
Details	CONSENT TO SEVER + CONVEY EASTERLY TO M + ADD TO 2378 K. ST. W.
b) File Type & No.	SEVERANCE APPLICATION B5/2015
Details	CONSENT TO SEVER + CONVEY EASTERLY TO M. + LOT ADDITION TO 2378 K. ST. W.

# 8. LAND USE

a) Official Plan	LIVING AREA - RESIDENTIAL DEVELOPMENT
b) Current Zoning	R-2
c) Current Land Use	APARTMENT DWELLINGS

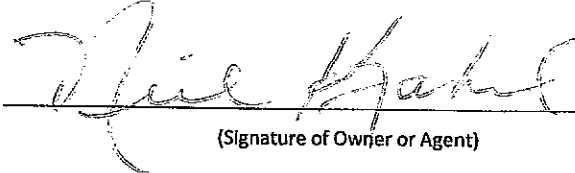
# 9. BUILDINGS & STRUCTURES

	Existing		Proposed	Required
	A	B	C	
a) Width	19.65	11.12	11.12	
b) Length	19.65	53.64	53.64	
c) Ground Floor Area	386.12	596.47	596.47	
d) Gross Floor Area	772.24	596.17	596.47	
e) Storeys (#)	2	1	1	
f) Dwelling Units(#)	10	6	6	
g) Building Height	8	5	5	
h) Lot Coverage (%)	3.4%	5.2%	5.2%	
i) Landscaped Area (%)	20%	30%	30%	
j) Parking Spaces(#)	13	8	8	

#### 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 27 day of August 2015.



(Signature of Owner or Agent)

(Signature of Owner or Agent)

#### 11. APPLICANT'S AUTHORIZATION IF AGENT SUBMITTING THIS APPLICATION

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

(Signature of Owner or Applicant)

#### NOTE

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

ATTACHMENT # 1

SUBMISSION REQUIREMENTS CHECKLIST

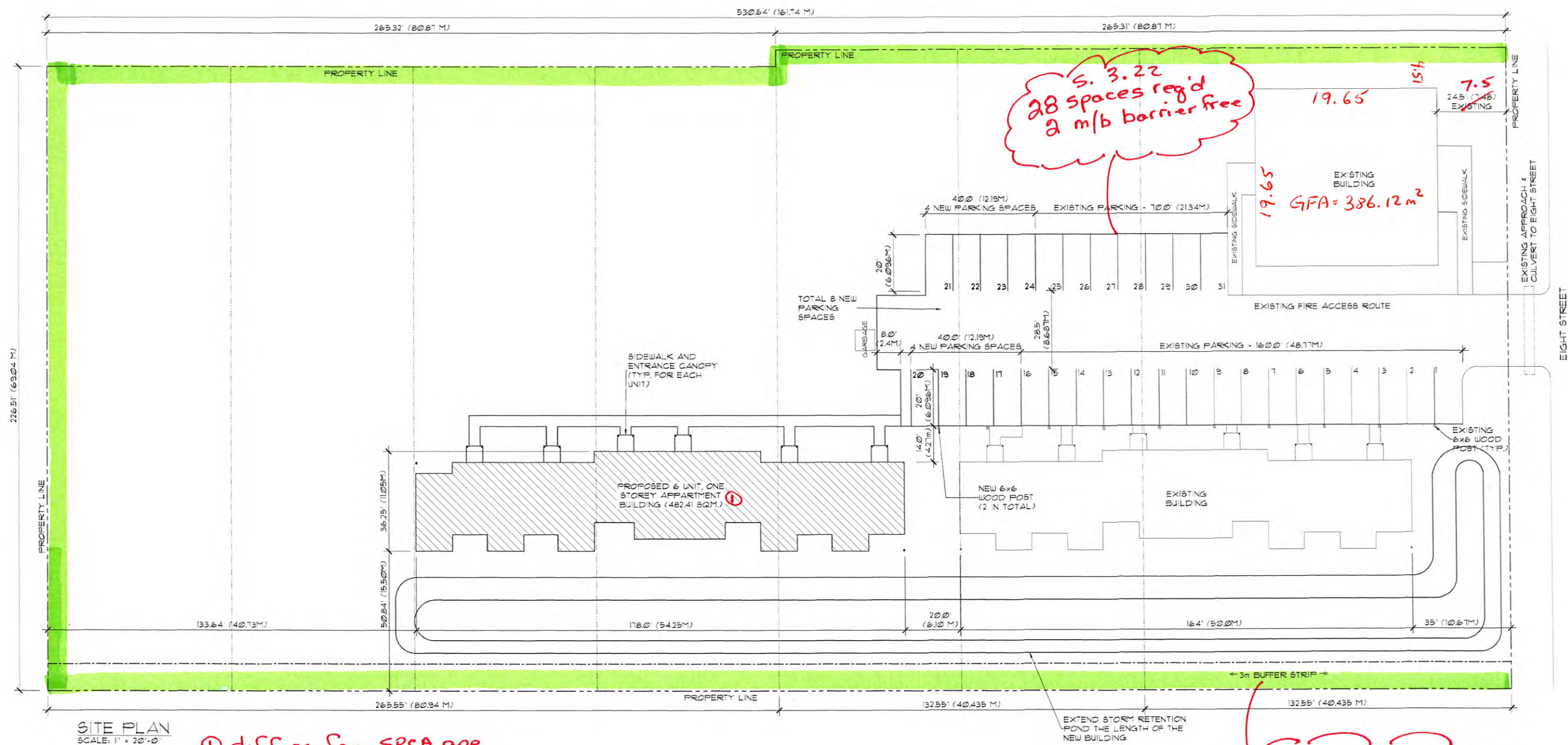
A. 1 copy of completed application with fee:

- ☐ New Site Plan Control Agreement (\$950.60)
- ☒ Amendment to Site Plan Control Agreement (\$296.35)

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

*TO FOLLOW  
FROM ARCHITECT/  
ENGINEER*

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



S. 3.25  
Unpierced trees/solid  
fencing min 1.5 m.  
C of A recommendation  
min 2 m solid fence



**Planning and Development Executive Committee**

**September 8, 2015**

**Municipal Planner – Discussion Notes**

**Re: Huffman Court/Williams Avenue Subdivision – Strat Plan Initiative #28**

---

- Following completion of the Huffman Court/Williams Avenue subdivision in 2013, sale prices were established and a form of Agreement of Purchase and Sale finalized in consultation with the municipal solicitor setting out the specifics of the sale such as
  - o Inclusion of requirement easements for services
  - o Required construction within 5 years
  - o Minimum ground floor area for single storey dwelling of 1500 ft<sup>2</sup>
- Since then although interest and enquiries has continued, only one lot has been sold (Lot 6 - July 2014).
- Initiative #28 of the recently adopted Strategic Plan, scheduled to be completed September 2015 states

*“The Town will re-examine the marketing of the vacant lots within Huffman subdivision and will also reconsider development condition pertaining to the purchase of vacant lots”*
- In contemplation of the above initiative, this matter was placed on the agenda of the Planning and Development Executive Committee meeting on August 5<sup>th</sup> where options for marketing (real estate agent, web based sale sites) was very briefly discussed with no action as it was felt premature as the Strategic Plan had not yet been adopted and the conditions reviewed and confirmed as being appropriate with no modifications (see August 6<sup>th</sup> memo attached).

/ff

# Memo

TOWN OF FORT FRANCES  
PLANNING & DEVELOPMENT DIVISION

**To:** Mayor and Council  
**From:** Faye Flatt, Municipal Planner  
**Date:** 6 August 2015  
**Subject:** Huffman Subdivision – Conditions of Sale

---

The Huffman subdivision was identified in the 2015 Strategic Plan and although the plan has not been finalized or approved, the Planning and Development Executive Committee took the initiative at it's meeting held on Wednesday August 5<sup>th</sup> to review the conditions imposed as approved in May of 2013 as well as potential marketing strategies (listing lots with real estate agent or posting on web-based property site).

Pending further discussions as part of the strategic planning process, PDEC confirms the following conditions as were approved in May of 2013 with no modifications:

1. A purchaser will be considered in default if he has not constructed within the 5 building seasons. If the property is sold, the new purchaser will assume the requirement and be required to construct within the remaining time.
2. 10% of the purchase price will be withheld as a penalty to cover costs associated with placing the property back into the Town's name.
3. The closing date shall be 45 days from the date the Town is in a position to issue a building permit, or November 1<sup>st</sup>, whichever comes first.
4. The purchaser required to construct within 5 building seasons, and
5. Purchasers are permitted to buy more than one lot; and Corporations are allowed to purchase a lot.

Respectfully submitted for information only.



F. Flatt, AMCT, ACST, CPT  
Municipal Planner

<b>COUNCIL APPROVAL OF THIS REPORT is not required.</b>
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# Report

**To:** Mayor and Council  
**From:** Faye Flatt, Municipal Planner  
**Date:** 24 May 2013  
**Re:** Huffman Subdivision

Municipal Planner  
 Report #2013-13

## Purpose:

The purpose of this report is to provide information on pricing and conditions to enable finalizing these components of subdivision so staff can proceed with sales.

## Background:

Earlier this year Council directed the sale of the lots within the proposed subdivision by lottery. The prices of the lots were finalized and averaged between the smaller and larger ones so the prices were more equitable. The lottery was held April 25<sup>th</sup> but did not produce any sales. As a result the strategy was changed to a first come/first served basis but this, too, proved non-productive as a result of comments received that the sale prices of the lots were too high and the requirement to construct within 2 years too restrictive.

On May 13<sup>th</sup> the subdivision was again considered by Committee of the Whole *in-camera* where issues of concern were discussed. Of the options for pricing discussed, preference was given by consensus for Option "E" and a Press Release to the municipality advising that the Town would be proceeding with the development based on a cost of approximately \$722,000; that lot sale prices would start at \$39,900 and that the requirement to build was increased to 5 building seasons. Although there was clear direction to proceed with a starting price of \$39,900 using Option "E", the prices for the other lots were not finalized. Both options are shown below with the resultant lot pricing (original and rounded) so as to enable final discussions and decisions on the sale price of all lots:

		Option "E" - \$ 721,398.83 Tipping Fees & Land Acquisition excluded			OPTION 'G' - \$ 610,428.29 Tipping Fees, Building Demolition & Land Acquisition excluded		
	Original % of Cost	Price Based on original %	Rounded		Price Based on original %	Rounded	
			% of Cost	Lot Price		%	Lot Price
Lot 1	5.50%	\$ 39,676.94	5.531 %	\$ 39,900.00	\$ 33,573.56	5.488%	\$ 33,500.00
Lot 2							
Lot 3							
Lot 4							
Lot 5	6.30%	\$ 45,448.13	6.307 %	\$ 45,500.00	\$ 38,456.98	6.307 %	\$ 38,500.00
Lot 6							
Lot 7							
Lot 8							
Lot 9	5.75%	\$ 41,480.43	5.753 %	\$ 41,500.00	\$ 35,099.63	5.816 %	\$ 35,500.00
Lot 10							
Lot 11							
Lot 12							
Lot 13	6.85%	\$ 49,415.82	6.862 %	\$ 49,500.00	\$ 41,814.34	6.880 %	\$ 42,000.00
Lot 14							
Lot 15							
Lot 16							

In addition to the starting price and building condition, it was also decided at the May 13<sup>th</sup> meeting that the subdivision would proceed; the building would be demolished; the surveying of all components of the subdivision would be conducted; and the development would be a 2 year project with the underground services proceeding in 2013 and the curb, gutter and roadway in 2014.

**Considerations:**

There were other conditions of the subdivision previously that need to now be confirmed to include or exclude in order to go to the public to market and sell the lots. The issues and options are:

1. Previously a purchaser was considered to have defaulted if the property was resold or construction did not occur within the required period of time.

Option A – leave condition as is, or

Option B - the new property owner assumes the requirement and must construct within the remaining time or be in default.

2. Costs if Default – Previously if default occurred, the property would revert back to the Town. The purchase price would be returned to the purchaser less any costs associated with placing the property back into the Town's name.

Option A – leave condition as is, or

Option B - specify an amount either in \$\$ or % to be withheld as a penalty.

3. Closing Date – Previously the closing date was 45 days from the date of the Agreement of Purchase and Sale.

Option A – leave condition as is, or

Option B - Change closing date to 45 days from the date the Town is in a position to issue a building permit, or November 1<sup>st</sup>, whichever comes first.

4. Extension – Previously a purchaser could apply to Council to extend the deadline to construct.

Option A – leave condition as is, or

Option B - Remove because time period has been changed to 5 building seasons

5. Who Can Purchase – Previously purchasers were restricted to one lot and Corporations were not permitted to purchase.

Option A – leave condition as is, or

Option B - permit one purchaser to buy more than one lot, and/or remove restrictions to Corporations.

**Recommendation:**

At the Planning and Development Executive Committee held May 21<sup>st</sup>, the issues noted above were considered with the following recommendations:

1. Option B - A purchaser will be considered in default if he has not constructed within the 5 building seasons. If the property is sold, the new purchaser will assume the requirement and be required to construct within the remaining time.
2. Option B - 10% of the purchase price will be withheld as a penalty to cover costs associated with placing the property back into the Town's name.
3. Option B - The closing date shall be 45 days from the date the Town is in a position to issue a building permit, or November 1<sup>st</sup>, whichever comes first.
4. Option B - maintain requirement to construct in 5 building seasons.
5. Option B - permit one purchaser to buy more than one lot, and/or remove restrictions to Corporations. <sup>1</sup> ~~Option A—Purchasers are restricted to purchasing only one lot. Corporations are not eligible to purchase a lot.~~

PDEC did not make a recommendation on the finalization of the sale prices and as such, Council direction is required.

Respectfully submitted

**COUNCIL APPROVAL OF THIS REPORT:** will authorize the sale of lots within the Huffman Subdivision with the recommendations 1 thru 5 above included as conditions; and set the sale prices of the lots as per direction.

**APPROVED AS AMENDED**

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<sup>1</sup> AMENDED FROM ORIGINAL