

**CORPORATION OF THE TOWNSHIP OF JOHNSON**

August 26, 2015

**5:30 P.M.**

**SPECIAL COUNCIL MEETING**

Location: Township of Johnson Council Chambers  
1 Johnson Drive, Desbarats, ON

**AGENDA**

**PLEASE NOTE – ALL ELECTRONIC COMMUNICATIONS MUST TO BE TURNED OFF DURING COUNCIL MEETINGS**

**A. CALL TO ORDER**

**B. CONFLICT OF INTEREST:** Declaration of Pecuniary Interest

**C. ACCOUNTS:** As presented

**D. MINUTES:**

1. Approve minutes of Councils regular meetings for July 15, 2015 as presented.

**E. DELEGATIONS:** None

**F. STAFF REPORTS:** None

**G. COUNCIL/COMMITTEE MINUTES & REPORTS:** None

**H. CORRESPONDENCE/INFORMATION:**

1. James Carter – Request for 3 loads of gravel at the end of Diamond Lake Road and they will arrange to have spread on Cottage Road. Original request came to Council September 14, 2014.

**I. OLD BUSINESS:** None

**J. NEW BUSINESS:**

1. Excavator Tenders Received.
2. Proposed public meeting – discussion on ideas, format and dates.
3. Canteen Tender – none received. What is next step?
4. Special Council Meeting – pertaining to the Gordon Lake Hall maintenance costs and repairs needed. Wednesday September 16<sup>th</sup> at 7 p.m., at the JTCC Hall.

**K. BY-LAWS:**

1. By-Law # 2015 – 802, being a by-law to execute an Agreement with James and Mary Kettles re: Site Plan Agreement 119B Lantern Lane, Desbarats.
2. By-Law # 2015 - 803, being a by-law to confirm meeting proceedings.

**L. HEALTH & SAFETY:** None

**M. CLOSED MEETING:** None

**N. ADJOURNMENT:**

**CORPORATION OF THE TOWNSHIP OF JOHNSON  
Council Meeting  
July 15, 2015**

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These minutes are comprised of resolutions and the Clerk's interpretation of the meeting held on Wednesday July 15, 2015 at the Township of Johnson Council Chambers at 1 Johnson Drive, Desbarats.

**Presided by:** Mayor Ted Hicks

**PRESENT:**

**Council:** Councillors – Marlee Hopkins, Jason Kern, Lorne Robinson, Cameron Ross

**Staff:** Clerk – Ruth Kelso, Treasurer - Paula Spurway, Public Works Superintendent (PWS) – Randy Spurway

**Delegation:** Edith Orr

**Visitor:** Louise Oak, Marilyn Pollard, Peter Pollard, Lee Taylor, Cathy Smith

**A) CALL TO ORDER:**

Res: 325 Moved by: M. Hopkins Seconded by: J. Kern  
Be it resolved that the Council of the Township of Johnson open the meeting at 5:30 p.m.  
Carried

**B) CONFLICT OF INTEREST: None Declared**

**C) ACCOUNTS:**

Res: 326 Moved by: C. Ross Seconded by: J. Kern  
Be it resolved that the Council of the Township of Johnson approve the Accounts as presented.  
Carried

**D) MINUTES:**

Res: 327 Moved by: L. Robinson Seconded by: J. Kern  
Be it resolved that the Council of the Township of Johnson approves the minutes of June 23, 2015 as presented. Carried

**E) DELEGATION:**

Edith Orr – request for funding re: 2016 Algoma That Real Travel Guide.

**F) STAFF REPORTS:**

1. Clerks Report – meeting pertaining to the Elementa Group proposal.

Action: None at this time. Waiting for a joint meeting with both the Elementa Group and GFL.

Res: 328 Moved by: L. Robinson Seconded by: M. Hopkins  
Be it resolved that the Council of the Township of Johnson accepts the Clerks Report pertaining to the Elementa Group proposal as presented. Carried

**Delegation Presentation:**

- Over 50,000 guides are distributed over northern Ontario and Michigan
- Looking for support from Council to cover the cost of a header or footer in the guide at approximate cost of \$200.00.
- Edith will research the possibility of submitting a write-up on the Township of Johnson to be included in the guide.

Res: 329 Moved by: L. Robinson Seconded by: J. Kern  
Be it resolved that Council approve the cost approx. \$200.00 for the header or footer on a page in the 2016 edition of the Algoma the Real Travel Guide in co-operation with Algoma Kinnawabi.  
Carried

2. Clerks Report – re: S. Bauman, 380 Boundary Road request (from June 23<sup>rd</sup> meeting item J(6)).

Action: The PWS will confirm that the path of the drain goes into a “natural waterway” i.e. creek. If confirmed the township will proceed with the work requested if a cost sharing agreement is reached with Mr. Bauman. Further that the property owner is willing to enter into a “mutual agreement drain” to be registered on their property.

Res: 330                      Moved by: C. Ross                      Seconded by: M. Hopkins  
Be it resolved that the Council of the Township of Johnson accepts the Clerks Report pertaining to the request from Mr. Bauman at the June 23<sup>rd</sup> Council meeting as presented. Carried

3. Public Works Superintendent Report – Gordon Lake Hall repair estimated costs.
- Repairs or upgrades to the Gordon Lake Hall are estimated at \$7,440.00.
  - The repairs/upgrades entailed the following: a) Electrical repairs as per Electrical Safety Authority Report dated June 19, 2015 at a cost of \$2,830.00. b) Labour to repair south block wall at \$2,800.00 c) Removal of dirt and add sand and stone for back fill at a cost of \$1,810.00.
  - The Mayor will contact the Social Club to arrange a public meeting date to discuss the repairs and general operation costs of the hall. The meeting will be held at the JTCC.
  - Lee Taylor informed Council the Social Club is willing to cover \$3,700.00 of the costs.

Re: 331                      Moved by: C. Ross                      Seconded by: L. Robinson  
Be it resolved that Johnson Township authorize the repair of the electrical system at the Gordon Lake Hall in accordance with the quote received from Greg Nicholson’s Company in the amount of \$2,830.00 + H.S.T. Carried

Res: 332                      Moved by: J. Kern                      Seconded by: L. Robinson  
Be it resolved that the Council of the Township of Johnson accepts the Public Works Superintendents Report pertaining to the Gordon lake Hall repairs estimates as presented. Carried

4. Treasurers Report – Energy Conservation and Demand Management Plans & Annual Reporting.
- Treasurer researching the requirements for the plan. Outside assistance may be needed to complete the plan.

Res: 333                      Moved by: C. Ross                      Seconded by: L. Robinson  
Be it resolved that the Council of the Township of Johnson accepts the Treasurer’s Report on the Energy Conservation and Demand Management Plans & Annual Reporting requirements as presented. Carried

**G) COUNCIL/COMMITTEE MINUTES & REPORTS: None**

**H) CORRESPONDENCE/INFORMATION:**

1. 1. Ombudsman’s Office - received a complaint for a “request for information” regarding closed meeting proceedings. The Ombudsman’s Office had informed the township office that the complaint was not a specific one but the complainants issue was that minutes of settlement from the Ontario Municipal Board (OMB) hearing dated May 7, 2014, were never discussed in an open meeting. Therefore the complainant believed they must have been discussed in a closed session.
- A complete summary of the minutes during the time frame (April 2014 to April 2015) requested were submitted to the Ombudsman’s Office. This summary showed where the OMB hearing was referenced on the agenda and also showed closed sessions and identified the reason for the closed session.
  - The Ombudsman’s Office has notified the township via phone that they are not continuing with the investigation of the complaint received. They found no grounds to proceed.

Res: 334

Moved by: M. Hopkins

Seconded by: J. Kern

Be it resolved that the Council of the Township of Johnson accepts Section "H" Correspondence and Information as presented. Carried

**I) OLD BUSINESS:**

**1. Emergency Response Plan – Councils role during an emergency.**

- The staff will be complete the yearly review of the plan.
- Vacancies in positions on the Emergency Operations Control Group (EOCG) were noted. We have advertised these vacancies in the past – will add to the next newsletter.

**2. Clean & Clear By-Law Infraction – non-compliance in failing an Order of Remedy in cleaning their property. Council's options as per our "process to enforce": a) Issue charges and take the owner to court b) Township clean up the yard and add to the property tax roll. Need direction.**

- The Clerk has asked the Township Solicitor for clarification on the following if option b) is chosen: a) What notification needs to be given to the property owner b) Who does the city get to do the cleanup c) Does the police accompany the cleanup group d) Would the bylaw officer attend the cleanup e) If the property owner refuses entry onto the property, is the only option to go the court route.

Action: Once clarification is received on the above, Council wants to go the route of option b.

**3. Trailer By-Law & Complaint Procedure – discussion.**

- Councillor C. Ross requested the complaint form be posted on the township web site. It is already on the web site, along with complaint procedure.
- Councillor C. Ross requested that the section on the "complaint procedure" pertaining to "personal information and complainants name" being kept confidential be added to the bottom of the "Trailer Complaint" form. It was noted that the complainants name may be made public if matter goes to court and they are called to testify.
- The "complaint procedure" states that response times may vary due to but not limited to: a) time of year and seasonal weather conditions b) type of occurrence i.e. health and safety or small infraction c) unusual circumstances i.e. sickness, death in the family.

**J) NEW BUSINESS:**

**1. Crime Stoppers – endorsed by the Algoma District Municipal Association.**

Res: 335

Moved by: C. Ross

Seconded by: J. Kern

Be it resolved that the Council of the Township of Johnson approves the financial contribution of \$216.43 to Crime Stoppers of Sault Ste. Marie & Algoma District. Carried

**2. Bruce Mines Agricultural Society – requesting a financial contribution for the 2015 Fair and Exhibition.**

Res: 336

Moved by: C. Ross

Seconded by: J. Kern

Be it resolved that the Council of the Township of Johnson approves the financial contribution of \$200.00 to the 2015 Bruce Mines Agricultural Society's Fair and Exhibition. Carried

**3. Municipality of Tweed Disaster Relief Committee – requesting financial support towards their disaster relief fundraising efforts.**

- It was noted the townships contribution to the fund would be matched by the government by two times.

Res: 337

Moved by: C. Ross

Seconded by: J. Kern

Be it resolved that Council approves the donation of \$100.00 to the Municipality of Tweed Disaster Relief Committee. Carried

4. The Kensington Conservancy – requesting the donation of the use of the JTCC for the Sustain Algoma Expo (formerly the Green Expo).

Res: 338                      Moved by: L. Robinson                      Seconded by: J. Kern  
Be it resolved that the Council of the Township of Johnson approves the donation of the JTCC arena floor on July 24 & 25, 2015 for the Sustain Algoma Expo. Carried

**K) BY-LAWS:**

1. By-Law # 2015-800, being a by-law to execute an Agreement with the Ministry of Community Safety and Correctional Services for the provisions of the OPP, R.I.D.E. program.

Res: 339                      Moved by: C. Ross                      Seconded by: J. Kern  
Be it resolved that the Council of the Township of Johnson reads and passes By-Law # 2015-800, being a by-law to authorize the signing of the Agreement with the Ministry of Community Safety and Correctional Services for the provisions of the R.I.D.E. program for the Township of Johnson. Carried

2. By-Law # 2015-801, being a by-law to confirm meeting proceedings.

Res: 340                      Moved by: C. Ross                      Seconded by: M. Hopkins  
Be it resolved that the Council of the Township of Johnson reads and passes By-Law # 2015 – 801, being a by-law to confirm meeting proceedings. Carried

**L) HEALTH & SAFETY:** None

**M) CLOSED MEETING:** None

Future Special Meetings (dates to be confirmed):

1. Public Meeting – to discuss the Gordon Lake Hall and repairs/upgrades required plus the yearly operation costs of the hall.
2. Special Council Meeting – to discuss the format and plans for a general public meeting in the fall.

**O) ADJOURNMENT:**

Res: 341                      Moved by: J. Kern                      Seconded by: M. Hopkins  
Be it resolved that the Council of the Township of Johnson adjourn the meeting at 6:50 p.m.  
Carried

\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Ted Hicks, Mayor

\_\_\_\_\_  
Ruth Kelso, CAO/Clerk

H (1)

08/26/15

## Ruth Kelso

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**From:** James Carter <jacson.eng@shaw.ca>  
**Sent:** Thursday, July 30, 2015 1:27 PM  
**To:** Ruth Kelso  
**Cc:** ellwood.mckinnon@hotmail.ca  
**Subject:** Diamond Lake Road

Ruth:

This is in follow up to our discussion at the Township office yesterday regarding the (3) truck loads of gravel that was requested by Ellwood McKinnon and myself at the September or October council meeting. The reason I did not follow up earlier was that a) we had mentioned at the meeting it would be best to be delivered in the spring since it was already late in the busy season for 2014, and b) I was away in Halifax for the month of June, and c) I only learned this week from Randy Spurway, Road Superintendent, that there are no plans that he is aware of to deliver the gravel, and d) I did not receive the Minutes of the Meeting.

Going back to the council meeting, Ellwood and I attended the meeting to request that the entire Diamond Lake Road be graded more regularly, as well as to inquire about surface treating the Diamond Lake Road, or as a minimum the big hill by the old garbage dump. The surface treating was pretty well shot down, although I would hope the Township Office would consider as various government funding programs come down the pipe. We also brought up at the meeting about the cost saving to the township in maintaining the short cut to Cottage Road, as it would reduce the traffic on the Diamond Lake Road, from Grey Duck Lane to the Gordon Lake Road. Since the meeting a lot of work has been done on the short cut on the Cottage Road end, and the (3) truck loads of gravel that we would take care of spreading would bring the whole short cut up to a good level. Ellwood was to confirm the type of gravel, which he has confirmed to me today as 7/8" crushed.

My understanding of the results of the meeting was that a) grading of the entire Diamond Lake Road would be graded more regularly which it has been, and b) the (3) truck loads of gravel would be delivered in the spring of 2015. Although your Minutes of the Meeting apparently did not confirm that the (3) truck loads of gravel would be delivered in the spring of 2015, surely the Township office must have to make bigger decisions every day, without waiting for the next council meeting. I would suggest if the Township saved grading the Diamond Lake Road one time, it would more than cover the cost of (3) truck loads of gravel to make the short cut passable.

Your consideration of this matter will be greatly appreciated.

Best regards, Jim Carter

**TENDER OPENING FORM**

**Township of Johnson**

Public Tender

Road Department

2007 Case CX130 Excavator, 42" Bucket, Brushfire Max Brush Head

**Tender Close Date:** Friday July 24, 2015 at 3:00 PM

**Location:** Township of Johnson Municipal Office

Tenders opened by: Randy Spurway

Present: M. Hopkins

Recorded by: Paula Spurway

Date & Time Received	Bidders	Total Tender Price	Remarks
24 <sup>th</sup> July	Ron Bonnett	40,000.00	
24 <sup>th</sup> July	Alex McKay (MPAE)	55,555.55	
24 <sup>th</sup> July	Spurway Contracting	48,997.00	

Attended tender opening July 24/15  
 Marlee Hopkins

**CORPORATION OF THE TOWNSHIP OF JOHNSON****BY-LAW NO. 2015 - 802**

BEING A BY-LAW to authorize the Mayor and Clerk to execute a Site Plan Agreement with, James Grant Kettles and Mary Frances Kettles, Part of Block J S South Part, Township of Johnson, District of Algoma having a lot area of 1.06 ha, a lot frontage of 83 m on Lake Huron and a lot depth of 125 m (irregular). Civic Address: 119B Lantern Lane, Assessment Roll # 57 16 000 006 05400 0000.

WHEREAS Section 9 of the Municipal Act, 2001, S. O. 2001, c. 25, as amended provides that Council may pass a By-Laws to perform their duties as required to govern.

AND WHEREAS the Municipal Council of The Corporation of the Township of Johnson deems it desirable and necessary to enter into a Site Plan Agreement with James Grant Kettles and Mary Frances Kettles, 119B Lantern Lane, Desbarats, Ontario.

AND THEREFORE the Council of the Corporation of the Township of Johnson enacts as follows:

1. THAT the Mayor and Clerk are hereby authorized to sign an agreement, on the behalf of The Corporation of the Township of Johnson, with James Grant Kettles and Mary Frances Kettles, 119B Lantern Lane, Desbarats, Ontario.
2. THAT the aforementioned Agreement is attached hereto as Schedule "A" forming part of this By-Law.
3. That this By-Law comes into force and takes effect upon the date of passing.

READ and pass in open Council this 26<sup>th</sup>. day of August, 2015.

SEAL

\_\_\_\_\_  
TED HICKS, MAYOR



## SITE PLAN AGREEMENT

THIS AGREEMENT made this            day of            , 2015.

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP OF JOHNSON**

(Hereinafter called "the MUNICIPALITY")

**OF THE FIRST PART**

**-AND-**

**JAMES GRANT KETTLES and**

**MARY FRANCES KETTLES**

(Hereinafter called "the OWNER")

**OF THE SECOND PART**

**WHEREAS** the Owner(s) has applied for site plan approval on lands herein described in Section 2 of this Agreement;

**AND WHEREAS** authority is granted pursuant to Section 41(7) (c) of the Planning Act to enter into agreements imposed as a condition to the approval of development;

**AND WHEREAS** the Owner(s) warrants that he/she is the Owner(s) of the lands described in Section 2 of this Agreement;

**AND WHEREAS** the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner(s) as a condition to the approval of the development of the subject lands;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the approval by Council of the Site Plan Drawings and other good and valuable consideration, the Owner hereby agrees with the Municipality as follows:

### **1. DEFINITIONS**

In this Agreement:

**Chief Building Official** shall mean the Chief Building Official of the Township of Johnson as appointed under the Building Code Act;

**Clerk** shall mean the clerk of the Township of Johnson;

**Council** shall mean the (elected) Council of the Township of Johnson;

**Owner** includes an individual, an association, a partnership or a corporation or contractor carrying out any works for the Owner.

**Municipality** shall mean the Corporation of the Township of Johnson.

## **2. LANDS AFFECTED**

The lands affected by this Agreement are located on Part of Block J S, South Part, Township of Johnson, District of Algoma as shown on Schedule "A" attached hereto and forming part of this Agreement.

## **3. SCHEDULES TO THE AGREEMENT**

The following Schedules are attached to and form part of this Agreement:

**Schedule "A"** - Description of Lands

**Schedule "B"** - Security for Works

**Schedule "C"** - Site Plan Drawing(s)

**Schedule "D"** Grants of Easement and Other Public Lands

**Schedule "E"** - Municipal Conditions

## **4. SCOPE OF WORK AND ADMINISTRATION:**

- A.** The Owner shall comply with any amendments, additions or deletions to the Site Plan Drawings that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands and the construction of the works and facilities required by this Agreement.
- B.** The Owner covenants and agrees to construct and install all of the works, or maintain the lands in their natural state, as the case may be and as more particularly set out in this Agreement.
- C.** If the Owner improperly performs the work or abandons any part of the work before its completion, or unreasonably delays the work so that the conditions of this Agreement are being violated, or fails to carry out maintenance or repairs required by this Agreement, then in any such case the Clerk shall promptly notify the Owner in writing of such default, failure, delay or neglect, and if such default, failure, delay or neglect continues for fifteen (15) clear days after such notice then in that case the Municipality shall thereupon have full authority and power to immediately complete the work in accordance with good engineering or landscaping practice at the Owner's expense; and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest, in like manner as municipal taxes.
- D.** The Owner shall ensure that the requirements of this Agreement and the Site Plan Drawings are brought to the attention of its contractors, employees and workers prior to the start of any construction.

- E. The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way set out on Schedule "D".

**5. OTHER APPROVALS**

Prior to the commencement of any construction, The Owner shall at its own cost obtain all other permits and approvals required by any other agency or authority having jurisdiction. The Owner further covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.

**6. SITE PLAN DRAWING**

The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, construct, extend, install, maintain, reinstate, restore or retain all buildings, structures, other works and landscaping in compliance with the site plan drawings as set out in Schedule "C" and all other terms of this Agreement.

**7. ROADS, CULVERTS, STREET LIGHTS**

The Owner shall construct all roads, culverts, street lights including access driveways, in the development in accordance with the specifications as set out by the Municipality in Schedule "E" to this Agreement.

**8. SEWAGE DISPOSAL**

- A. The Owner agrees to comply with the *Ontario Building Code* with respect to the installation and operation a sewage disposal system. The Owner agrees that the building (dwelling) shall not be occupied until the sewage system is operational and has been finally approved by the Algoma Public Health. The Owner shall provide a copy of the Algoma Public Health approval to the Municipality upon demand. The Owner agrees that no part of any sewage disposal system including the filter bed, mantle or septic tank shall be located closer than 30 m from the high water mark of Lake Huron nor closer to any other lot line than otherwise permitted by the *Ontario Building Code*.
- B. The Owner agrees to contract with a licensed sewage hauler for the regular pump-out of the septic tank and shall provide proof of such contract upon demand by the Municipality. The Owner agrees to maintain the sewage disposal system by keeping shrubs and trees away from the leaching or filter bed and by maintaining a continuous grass cover over the entire leaching or filter bed. The Owner agrees that that there shall be no gardening permitted on top of the leaching or filter bed and that the leaching or filter bed shall not be used for the storage or traversing of vehicles or the construction of any buildings or structures.
- C. The Owner agrees to maintain the sewage disposal system and its components in accordance with any manufacturer's standards or warranty requirements.
- D. The Owner shall construct, install or maintain the sewage disposal

system in compliance with the applicable specifications as set out by the Municipality in Schedule "E" to this Agreement.

## **9. WATER SUPPLY**

- A.** The Owner agrees to comply with the requirements of the *Ontario Building Code* for the provision of a potable water supply and to the satisfaction of the Chief Building Official of the Municipality. The Owner agrees that any well constructed on the property shall be drilled by a licensed well driller and further that the construction of the well shall comply with Ontario Regulation 903, as amended. The Owner agrees to provide a copy of the well driller's certificate upon demand by the Municipality.
- B.** The Owner agrees to maintain the water well in good working order by ensuring that surface drainage is directed away from the well casing, that the sanitary seal and well cap are securely in place and watertight, that the well cap is at least 30 cm [12 in] above the finished grade, that all joints, connections or cracks in the well casing area sealed and that the well pump, filter system and distribution systems are maintained in good working order. The Owner agrees that in the event that the well is permanently abandoned that arrangements shall be made for the decommissioning thereof.
- C.** The Owner shall construct, install or maintain the water supply system in compliance with the applicable specifications as set out by the Municipality in Schedule "E" to this Agreement.

## **10. DRAINAGE AND SITE ALTERATION**

- A.** The Owner(s) covenants and agrees to construct and install drainage and/or stormwater works in accordance with the plans set out in Schedule "E" to this Agreement, when required.
- B.** No contouring, grading, filling, cutting, site alteration, or changes to elevation shall be undertaken except in conformity to an approved drainage plan.
- C.** No filling, dredging or other alteration (construction of docks, boathouses, retaining walls, erosion control or sedimentation control works) of the bed or shoreline of Lake Huron shall be undertaken without the prior review and written authorization of the Algoma Public Health, Ministry of Natural Resources and/or the Department of Fisheries and Oceans or their authorized agent and any proposed alterations deemed harmful or destroys fish habitat, shall not be permitted.
- D.** The Owner shall construct, install or maintain the drainage and storm water facilities in a location as set out by the Municipality in Schedule "E" to this Agreement.

## **11. LANDSCAPING AND ENVIRONMENTAL CONSERVATION**

The Owner agrees to preserve a shoreline vegetation buffer of not less than 30 m

(98.4 ft.) in width extending inland from the shoreline of Lake Huron. The vegetation buffer and soil mantle shall be left in its natural state; however, selective cutting shall be permitted to remove diseased, dying and dead trees or to thin trees as a means to promote denser and healthy growth. This Agreement shall not be deemed to prohibit the Owner from planting additional trees or other vegetation anywhere on the property including the shoreline vegetation buffer areas or to replace tree stock or other vegetation that has died. The Owner agrees that only healthy native species shall be used for replanting or reinstatement.

Despite the above the shoreline vegetation buffer may be interrupted by an access corridor to the water body for a width not exceeding 9 m [29.5 ft.] or for alterations where approved by the Municipality or any agency having authority and/or is permitted by the zoning by-law.

The Owner shall construct, install or maintain landscaping and the shoreline vegetative buffer in compliance with any additional specifications as set out by the Municipality in Schedule "E" to this Agreement.

## **12. DOCKS**

Docks shall be constructed of environmentally friendly materials. The Owner agrees that used railway ties, polystyrene Styrofoam or toxic preservatives shall not be used in the construction of a dock or shoreline structure and that if drums or other containers are used, that the former contents are environmentally friendly (i.e. exclude petroleum, paint and acid). Docks which may harm or destroy fish habitat are prohibited. The Owner agrees that any crib designed to support a dock which exceeds 15 m<sup>2</sup> [161.5 ft.<sup>2</sup>] shall require prior approval of the Ministry of Natural Resources. The Owner agrees that no dock shall be constructed which constitutes a hazard to navigation nor which contravenes the requirements of the Zoning By-law.

## **13. ZONING AND BUILDING RESTRICTIONS**

The Municipality shall regulate by by-law the zoning of and the building standards in all areas where applicable within the boundaries of the lands affected by this Agreement. It is understood and agreed that nothing in this Agreement shall relieve the Owner of the obligation to comply at all times, including during construction if so directed by the Chief Building Official, with the Zoning By-law, as amended and any building by-law of the Municipality.

## **14. BUILDING PERMITS – DEFAULT**

Pursuant to the Building Code Act, the Owner agrees that building permits may be withheld or the issue of them stopped, if the Owner, in the opinion of the Chief Building Official is in default under this Agreement, until such time as such default can be rectified.

## **15. TIMING**

Except as may otherwise be provided for in this Agreement, the Owner shall complete the construction of all works and facilities within one calendar year of the date of occupancy of the building; but in cases of undue hardship, the

Municipality may extend in writing any time for completion required by this Agreement.

**16. INDEMNITY**

The Owner(s) on behalf of itself, its successors and assigns entitled hereto covenants and agrees to indemnify and save harmless the Municipality from all actions, causes of action, duties, claims or demands whatsoever which arise directly or by reason of the development of the lands governed by this Agreement including the construction and maintenance of any works.

**17. NOTICES**

Any notices required to be given hereunder may be given by registered mail addressed in the case of the Municipality to:

Clerk  
Township of Johnson  
1 Johnson Drive  
DESBARATS ON P0R 1E0

And in the case of the Owner to:

James Kettles  
119B Lantern Lane  
DESBARATS ON P0R 1E0

and shall be effective as of the date of deposit thereof in the post offices or such notice may be served personally upon the appropriate officer of either party hereto named.

**18. SUBSEQUENT PARTIES**

This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

**19. REGISTRATION OF AGREEMENT**

The Owner consents to the registration by the Municipality at the Owner's expense of this Agreement against the title to the Owner's lands and, in accordance with s. 41(10) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.

**20. RIGHT TO ENTER AND INSPECTION OF WORKS**

The Owner(s) agree(s) to carry out the works in accordance with the terms and conditions specified herein. In default of the Owner(s) completing the works as required herein and in addition to any other remedy, the Owner(s) hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to complete the works at the Owner(s)' expense; and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest, in like manner as municipal taxes.

## **21. MUNICIPAL FEES**

The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Site Plan Drawings, including but not limited to, the preparation of this Agreement and all plans and specifications, and the supervision and inspection of the Works.

## **22. FINANCIAL SECURITY**

Before this Agreement is executed by the Municipality, the Owner shall deposit with the Municipality a sufficient sum in cash or an irrevocable letter of credit or other financial security acceptable to the Council and herein referred to as the "financial security" to meet the financial requirements of this Agreement as set out in Schedule "B". If such letters of credit or other financial security contains an expiry or termination date, then, until the final acceptance of the works by Council, the Owner shall continue to redeposit new irrevocable letters of credit or financial security in the same manner as provided in the preamble of this clause until the final acceptance of the works by Council.

Upon approval of the required works by the Municipality, the Municipality agrees to release the financial security. The approval of such works or part thereof shall be dated as of the date of the Owner's application for approval thereof or following the inspection of same by the Municipality.

## **23. DEFAULT AND RELEASE OF SECURITY**

After having first notified the Owner, the Municipality may at any time authorize use of the whole or part of the amount of the financial security referred to in Schedule "B" thereof to pay the cost of any work that the Municipality deems necessary to rectify default by the Owner or its assigns, or to pay the cost of any matter for which the Owner is liable under this Agreement, whether such cost is in relation to construction or installation of any works or service or any defects or required maintenance. It is understood and agreed that the financial security, or so much thereof as the Municipality deems necessary, shall be held by the Municipality until final acceptance of the works, except where any part is used pursuant to this clause, provided that where a financial security is made pursuant to Schedule "B" hereof, the Clerk may recommend the reduction of such financial security from time to time as works are completed, it being understood that up to fifteen (15%) percent of such financial security is designed to cover maintenance and warranty commitments.

## **24. SEVERABILITY**

It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

## **25. INTERPRETATION**

All covenants in this Agreement shall be construed as being joint and several

and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.

**26. LAPSING OF AGREEMENT**

Notwithstanding any other provision to the contrary, this Agreement shall, at the option of the Municipality, lapse and be of no further force and effect if the building permit expires or is revoked, or if construction of the building shown on the Site Plan Drawings is not commenced within two years of the date of this Agreement.

**27. ARBITRATION**

Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.

Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

**WITNESS the signature and seal of the parties hereto.**

**THE CORPORATION OF THE TOWNSHIP  
OF JOHNSON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**-AND-**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness







## Schedule "B"

### ESTIMATED COST OF WORKS

### AND/OR FINANCIAL SECURITY

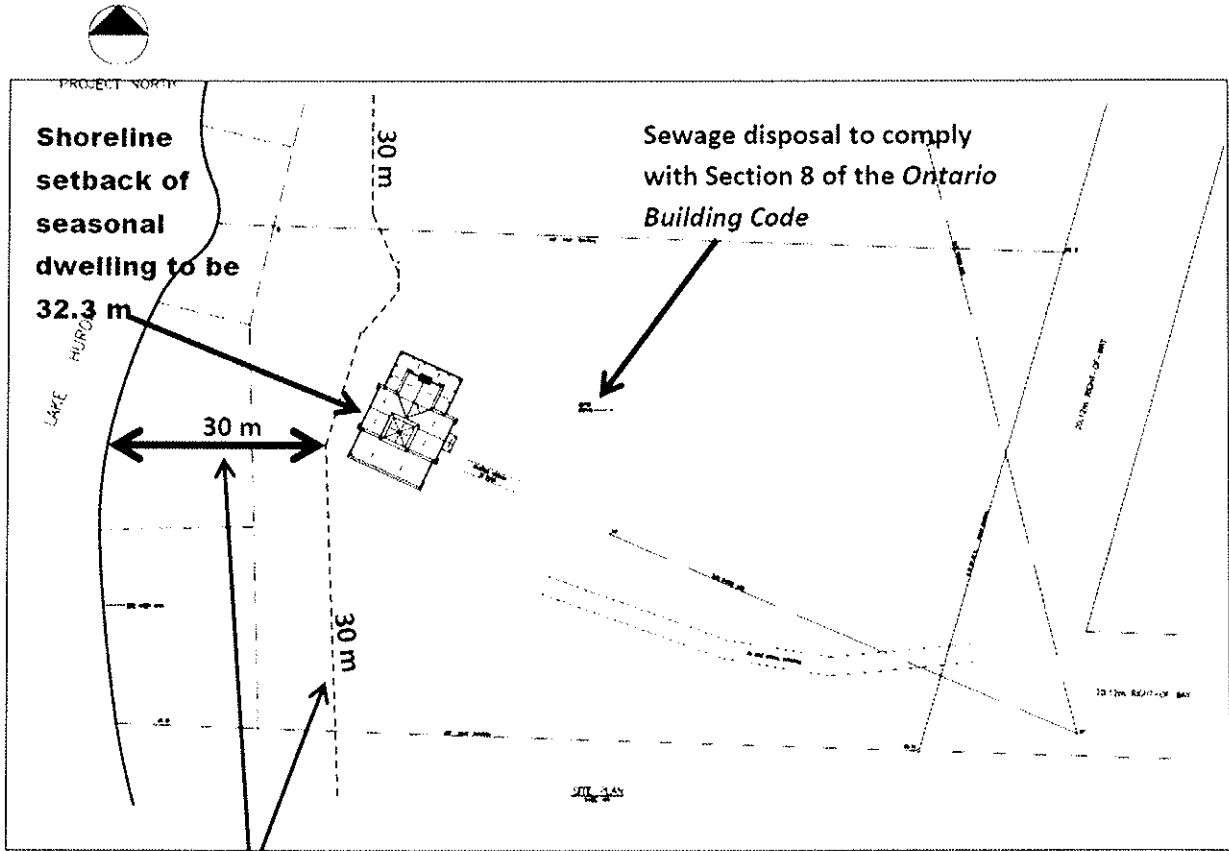
<b>Road Services</b>	
Roads .....	\$ n/a
Culverts	\$ 1,000.00
Street Lights	\$ n/a
<b>Sewage Disposal</b>	\$
<b>Water Supply</b>	\$ n/a
<b>Drainage and Stormwater facilities including swales/ditches</b>	\$ n/a
<b>Landscaping</b>	\$
<b>Construction of Buildings and sewage to zoning requirements</b>	\$ 374,000
<hr/>	
<b>Total Cost.....</b>	<b>\$375,000</b>

In accordance with clause 22 of this Agreement, the Owner shall deposit with the Treasurer of the Municipality at the time of entering this Agreement cash or a letter of credit in the amount of \$1,000.00 as security for the performance of the Owner's obligations under this Agreement.

Upon completion to the satisfaction of the Municipality of the works and facilities to be constructed in accordance with this Agreement and the performance by the Owner of all other obligations under this Agreement, the security or any balance thereof remaining shall be returned without interest to the Owner.

# Schedule "C"

## SITE PLAN DRAWINGS



Owner to maintain minimum shoreline vegetation buffer of 30 m from high water mark except as exempted in Clause 11 and Schedule E to this Agreement

THE ORIGINAL PLANS ARE NOW ON FILE IN THE MUNICIPAL OFFICES AND SHALL BE REFERRED TO IN THE EVENT OF ANY DISPUTE.

**Schedule "D"**

**GRANTS OF EASEMENT AND OTHER PUBLIC LANDS**

**NONE**

## Schedule "E"

### SPECIFICATIONS

#### 1. Roads, Culverts, Street Lights

Any alterations to any culvert or access driveway to the subject property shall comply with the Municipality's installation standards and subject to any permitting system.

#### 2. Sewage Works

All plans and specifications, installation and approvals shall be conducted in accordance with the applicable requirements of Section 8 of the *Ontario Building Code* and shall comply with any directions or Orders of the Algoma Public Health.

In accordance with Section 4.21 (e) of Zoning By-law 91-219, as amended, the minimum setback from the high water mark of Lake Huron of any sewage disposal system or part thereof including a Class 1 system shall be 30 m.

#### 3. Water Works

All plans and specifications shall be prepared in accordance with the applicable requirements of Ontario Regulation 903, as amended, for any drilled well that may be installed on the property unless otherwise specified and agreed to be the municipality. The installation of any drilled well shall be undertaken by a licensed well driller.

#### 4. Drainage, Grade Control and Stormwater Facilities

The Owner(s) agrees that no swale or artificial drainage system shall be constructed so as to provide for the direct drainage of any runoff into Lake Huron and no drainage from the subject lands shall be allowed to flow on to or be discharged onto an adjacent property. Drainage from eaves and downspouts shall be directed to a soak away pit or French drain.

(Note: water discharge into a natural water body may be subject to approval of the Department of Fisheries and Oceans Canada.)

#### 5. Shoreline Vegetation Buffer

The existing vegetation buffer shall be maintained or improved in accordance with Clause 11 of this Agreement. No pesticides or herbicides shall be used within the shoreline vegetation buffer area. Access pathways to the water shall not include the use of concrete or asphalt.

**CORPORATION OF THE TOWNSHIP OF JOHNSON**

BY-LAW NO. 2015 - 803

BEING a By-Law to confirm proceedings of the meeting of Council, August 26, 2015.

WHEREAS pursuant to Section 5 (3) of the Municipal Act, R.S.O. 2001, as amended requires a municipal council to exercise its power by bylaw except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual bylaw;

THE Council of the Corporation of the Township of Johnson hereby enacts as follows:

1. That the action of the Council at its meeting August 26, 2015 in respect to each motion, resolution and other action passed and taken by the Council at its said meeting, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor and the proper officers of the Township of Johnson are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and to execute all documents as may be necessary and directed to affix the Corporate Seal to all such documents as required.

READ and passed in open Council this 26th. day of August 2015.

Seal

\_\_\_\_\_  
Ted Hicks, MAYOR

\_\_\_\_\_  
Ruth Kelso, CLERK