

CORPORATION OF THE TOWNSHIP OF JOHNSON

Wednesday October 18, 2017

5:30 P.M.

COUNCIL MEETING

**Location: Johnson Township Community Centre Hall
1 Johnson Drive, Desbarats, ON**

ADDENDUM

H) OLD BUSINESS:

2. Algoma District School Board – 5 Margaret Street property. Information update from Township Solicitor and summary of the Pario Engineering & Environmental Sciences Report pertaining to this property.
3. JTCC Canteen – 2017/2018 season operations update by Councillor M. Hopkins.

J) BY-LAWS:

3. By-Law # 2017 – 867, being a bylaw to authorize the Mayor and Clerk to execute a Site Plan Agreement for 8387E Thompson Drive, Desbarats, roll # 57 16 000 006 15400 0000.
4. By-Law # 2017 – 868, being a bylaw to authorize the Mayor and Clerk to execute a Site Plan Agreement for 8021B Hwy 17E., Desbarats, roll # 57 16 000 005 06800 0000.

H (2) ALLEMANO
FITZGERALD
PASCUZZI &
BERLINGIERI

LAWYERS

In Association and
not in Partnership

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CHRISTOPHER P. FITZGERALD

BEN J. PASCUZZI *

PETER J. BERLINGIERI *

PLEASE REPLY TO SAULT STE. MARIE OFFICE

VIA EMAIL: ruth.kelso@bellnet.ca

October 17th, 2017

Township of Johnson
P.O. box 160
1 Johnson Drive
Desbarats, Ontario
P0R 1E0

Attention: Ruth Kelso

**Re: Township of Johnson p/f Algoma District School Board
5 Margaret Street, Desbarats, Ontario
File No. 484-122**

We wish to advise you that this transaction was scheduled to close yesterday. I have forwarded to you a report from the Vendor's solicitor from the Vendor's engineer, Pario with respect to the subject property. I have requested an extension of the closing date to November 16th, 2017.

In my discussions with you I contacted an environmental engineering colleague of mine and reviewed with him a quick summary of the Pario Report.

To provide some background, the Agreement of Purchase and sale has conditions in it that the Vendor is to provide to the Purchaser an Engineer Report satisfactory to the Purchaser in the Purchasers sole and absolute discretion confirming that all environmental effects arising from the use of the subject property have been ameliorated or eliminated and the natural environment restored in compliance with the most recent guide lines with the Ministry of Environment. With this type of report, the Ministry of Environment would rely on this and typically would not have any comment. Where the Ministry of Environment would become involved with a subject property is if

its use is changed and at that point a record of site condition would be required which would entail a Phase One and potentially a Phase Two environmental assessment. More on this particular issue later in this letter.

Specifically with respect to the Pario report and now in my discussions with my engineering colleague, there are some red flags that arise.

1. It was a limited sub surface soil investigation which consisted of five (5) test pits and the excavation of some soil for testing. One of those five (5) samples has petroleum hydrocarbons in it and of that, the levels were not greater than as prescribed by the Ministry of Environment. My query with respect to this matter is the location of the test pits and whether or not they were in the vicinity of where the underground storage tanks once were located.
2. There was no ground water testing or search done on the property. As you can see from the Pario report, the soils that exist consisted of mixed gravel and clays mixed with some demolition debris. This would be consistent with a pervious type soil which allows for liquid to travel further from the potential leak site where the underground storage tanks were located. The other matter with this is if the Township of Johnson water supply is sourced by a well, there is always the potential for contamination and a ground water search could look into this matter.

Dealing first with the purchase of the subject property from the Algoma District School Board, there are three (3) options that you have at this point:

1. You accept the Pario Report and complete the transaction. With this option, any future change of use and development of the property by the Township i.e. residential development, would require a record of site condition to be performed as per regulation in Ontario. This would consist of a Phase One and a Phase Two environmental assessment. A Phase One assessment takes approximately one month and the report can range anywhere from \$5000.00 to \$7000.00. A Phase Two report can take 6-8 weeks with the cost in the range of \$20,000.00 to \$30,000.000. Once the Phase One and Phase Two are complete, then the record of site condition would need to be submitted with the Province and this would cost approximately \$5000.00 and a one month process. The Ministry of Environment would then take approximately one month to review the record of site condition submission and make its final decision that it meets its criteria. You would also incur costs related to surveyors, lawyers and ancillary costs in undertaking this Phase One and Phase Two process.
2. Prior to completion of the transaction, you conduct a Phase One and Phase Two assessment and this would be extremely relevant and important if the Township intends to develop this property in a use different then what has existed. (change to residential development)
3. A ground water search be completed prior to the completion of the transaction. This would take approximately three weeks to complete and could cost in the range of f\$15,000.000 to \$20,0000.00..

If you wish to have an engineering firm review the Pario report, that could also be undertaken and my environmental engineering colleague has recommended Pinchin Engineering. If the Township decided to proceed in this fashion, they could retain Pinchin Engineering who could then provide to you more details as to the above options and what they recommended together with a more final idea of costs.

What I would recommend at this point is that Township council give me instructions to speak with the Vendor's solicitor and advise him of some of the concerns we have with the Pario Report. What I would raise with him would be the locations of the test pits, the fact that there was no ground water search and finally, that we do not have a copy of the details of the commissioning of the underground storage tanks and the remediation of the soils and ground water which was completed in or around 2001 and 2003. I would request that at a minimum the Vendor have their engineer conduct a ground water search and that we would agree to extend the completion date to allow this to occur. If the Vendor is not willing to do this, then the Township could decide at a minimum to do this particular search in order to provide a greater level of comfort to the Municipality in this matter.

We also wish to confirm that I was advised by my engineering colleague that there would be no record of site in existence for the subject property because it was a school and these were not required for a school. However, once you change the use, then the Township would be required to undertake the record of site process which again includes a Phase One and Phase Two environmental assessment together with any remediation.

I await your instructions in this matter and should you have any questions please do not hesitate to contact the undersigned.

Yours truly,
PASCUZZI & BERLINGIERI
LAW FIRM LLP

Per:



Peter J. Berlingieri

PJB/tl

Via email: steefeld@adsb.on.ca

Algoma District School Board
644 Albert Street East
Sault Ste. Marie, Ontario
P6A 2K7

August 2, 2017

Our File: 37115-600059

Attention: Mr. David Steele

**Re: Limited Subsurface Soil Condition Investigation
Johnson-Tarbutt Central Public School
5 Margaret Street, Johnson, Ontario**

Dear Mr. Steele,

Pario Engineering and Environmental Sciences LP (Pario) was retained by the Algoma District School Board (ADSB) to complete a limited subsurface soil investigation (LSSI), including the evaluation for soil sampling, and prepare the following LSSI Report for your review and files. Refer to **Figure 1** for Site Location and **Figure 2** for Detailed Site Location.

1. INTRODUCTION

1.1 Objective

The objective of the LSSI was to conduct a due diligence investigation for concerns associated with historic heating fuel oil leaks from two underground fuel oil storage tanks (USTs) that were decommissioned in 2001. Although subsequent remediation of soils and groundwater for petroleum impacts were conducted, slight fuel oil odours were noted during the course of recent school demolition. More specifically, this investigation included an assessment to determine whether soil impacts continued to exist from the historical storage of petroleum products in USTs, in accordance with all applicable regulations and protocols, including the requirements of Technical Standards and Safety Authority (TSSA) document entitled *Environmental Management Protocol for Fuel Handling Sites in Ontario (2012)* (the EMP), and the *Ontario Regulation 153/04 'Record of Site Condition', Site Condition Standards (SCS)* as amended. This LSSI was not intended to delineate the soil impacts (if present) and/or to investigate groundwater impacts.



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PARIO ENGINEERING &
ENVIRONMENTAL SCIENCES
pario.ca

1.2 Background

The Site is located along the west side of Margaret Street in the Village of Desbarats Ontario and is accessed from Margaret Street via a gravel entrance. The Site is generally irregular in shape, and at the time of Pario's investigation, the school structure and associated outdoor asphalt and concrete surface structures, had been demolished and removed. The Site was generally covered with a mixture of clay and gravel materials when the test pits were advanced.

Colin's Haulage and Environmental (CHE) completed the demolition and restoration work between February and July 2017, and during the course of removing the subsurface foundation structures, CHE reported encountering a fuel oil odour in various areas.

The assessment investigation was solely completed to review potential remaining fuel oil impacts that relate to the former USTs. Potential soil contamination documented herein and does not provide a complete description or sampling of the entire Site or the historical impacts (if any) from the historical storage of petroleum products, or other activities on-Site.

1.3 Scope of Work

Pario's services consisted of the following tasks:

- Prepare a Health and Safety Plan (HASP) before any of the on-Site activities were initiated, in accordance with the Ontario Occupational Health & Safety Act.
- Review areas of concern identified by CHE to develop a test pit, soils investigation program.
- Direct CHE for the advancement of test pits.
- Collect soil samples from test pits, including quality assurance samples.
- Assess and document samples in the field and submit samples of concern to Maxxam Analytics.
- Determine the appropriate MOECC Site Condition Standards (SCS) with respect to O. Reg. 153/04.
- Prepare a report to document the LSSI, summarizing concerns for impacted soils (if any) in comparison to the appropriate MOECC SCS.

1.4 Applicable Regulatory Standards

Pario completed a sensitivity evaluation, using Ontario Regulation 153/04 (as amended) and the results of the soil analyses were compared to the full depth generic criteria for shallow soils in a potable groundwater conditions described in the MOECC Table 6 Site Condition Standards (SCS).

The Site is municipally supplied with potable water; however, historically, wells have been used for potable water, and surrounding residential properties continue to use wells; therefore, groundwater protection is required over and above that which is provided by the Table 3 Non-potable SCS. Based on the definition from O. Reg.153/04 and amendment O. Reg. 511/09, and the review of documents for Areas of Natural and Scientific Interests (ANSI), the Site is not expected to be classified as environmentally sensitive; however, bedrock outcrops and shallow bedrock (<1m) encountered during test pitting classifies the Site as 'shallow soils' condition; therefore, the MOECC Table 6 SCS (shallow soils in a potable groundwater condition), as listed in the MOECC (April 15, 2011) document entitled "Soil, Groundwater and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act," are considered applicable for use in evaluating the analytical data from the Site.

The current land use of the Site is classified as institution and it is Pario's understanding that the Site title is being transferred to the Township for parkland use; therefore, the soil analytical results are compared to the parkland/residential/institutional property use standards within the MOECC Table 6 SCS.

Grain size analysis of the fill material and underlying native soils was not performed; however, visual determination revealed the shallow soils to be generally coarse grained. Pario has classified the shallow soils within the area of impact as coarse grained and as such, the MOECC Table 6 – coarse grained criteria were used for comparison of the soil analytical results.

1.5 Site Geology, Hydrogeology and Hydrology

Soils encountered in test pits, which were advanced to a maximum depth of 3.2 metres below the ground surface (mbgs), consisted of mixed gravel and clays, mixed with some demolition debris (brick, concrete).

Groundwater and/or wet soil conditions were not encountered during the course of excavations. Based on the review of the MOECC Interactive Well Record Map, for a well installed at the Site in 1961 (Well Record #325), the groundwater on Site was encountered at approximately 3.6 mbgs.

2. LIMITED SUBSURFACE SOIL ASSESSMENT

While a Phase I Environmental Site Assessment (ESA) was not conducted, based on the known historical use of the Site for the storage of petroleum product in USTs and subsequent remediation proceedings, it was determined that the most likely potential contaminants of concern (PCOCs) on Site were limited to petroleum hydrocarbons (PHCs).

On June 15, 2017, Pario attended the Site and directed CHE to advance test pits in five identified areas of concern (AOC), to collect soil samples at various depths for field screening, sample selection and submission of selected samples for laboratory analyses. Refer to the **Figure 3** for Test Pit Locations.

Soil samples deemed worst case based on field screening, as well as a quality assurance sample, were collected from the test pits. The soil samples selected for analyses were placed into laboratory supplied containers and forwarded to an accredited laboratory for analyses of PCOCs. The soil samples collected for BTEX and F1 range hydrocarbons were preserved in the field using methanol vials, core samplers, and glass jar containers supplied by the laboratory. The samples were placed in laboratory-supplied containers marked with unique field identification numbers, maintained in cool storage (10° Celsius or less). Samples were packaged in coolers with sufficient packing material to ensure safe shipment of glass containers, and relinquished to a Canadian Association of Laboratory Accreditation (CALA) accredited facility under Chain of Custody control.

3. RESULTS

In total, five soil samples were submitted to Maxxam Laboratories for analyses. All samples were submitted for laboratory analyses of all of the PCOC. The results of the laboratory analyses for the soil samples revealed that PHC fraction F2 was detected in one of the samples (JTCP1B); however, the result was below the MOECC Table 6 SCS criteria (F2 concentration of 49 µg/g versus the Table 6 SCS of 98 µg/g). PCOCs were not detected in any other of the samples.

The results of the laboratory analyses for the assessment soil samples collected from test pits are presented in **Table 1**. Laboratory analytical reports are presented in **Appendix A**.

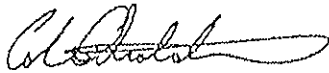
4. CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are presented:

- Petroleum hydrocarbons were identified in one sample collected from test pit JCTP1; however, the result was below the MOECC Table 6 SCS criteria.
- PCOCs were not detected above the laboratory detection limits in any other of the samples.
- Based on the lack of detectible soil impacts and one low concentration of the F2 fraction in one sample, the potential for groundwater impacts are considered to be low.
- The associated investigation relates only to AOC identified by CHE and does not provide a complete description or sampling of the Site or the historical impacts (if any) from the on-Site use, storage of oils, other petroleum products or other substances.
- It is Pario's understanding that the decommissioning of USTs and subsequent remediation of soils and groundwater was completed between 2001 and 2003; however, reports were not available for our review and therefore this LSSI is limited to investigating areas of concern only identified by CHE.
- Further remediation activities are not recommended as a result of the LSSI that is referred to herein. If additional data are made available, this recommendation may be amended.

Should you have questions, concerns or wish to discuss, please contact the undersigned at your convenience. Thank you for this opportunity and we look forward to assisting you in the future.

Sincerely,



Colin Liddiard, CET, EP
Senior Environmental Consultant
colin.liddiard@pario.ca



Mark E. Samis, M.Sc., M.B.A., P. Geo.
Vice President, Environmental Sciences
mark.samis@pario.ca

Enclosures

LIST OF FIGURES

- Figure 1: Site Location
Figure 2: Detailed Site Plan
Figure 3: Test Pit Locations

TABLES

- Table 1: Soil Sample Analytical Results - Petroleum Hydrocarbons (PHCs) and Volatile Organic Compounds (VOCs)

LIST OF APPENDICES

- Appendix A. Maxxam Analytics Certificate of Analysis

CORPORATION OF THE TOWNSHIP OF JOHNSON

BY-LAW NO. 2017 - 867

BEING A BY-LAW to authorize the Mayor and Clerk to execute a Site Plan Agreement with, David Ransohoff, Martha Ransohoff, Paul Ransohoff, Daniel Ransohoff, pertaining to lands as follows, located on Lot 5, Concession 3, Plan 58 and Part of Broken Lot 4, Part of Concession 4 and Lot 5 RP, and Part 1 of Plan IR2351 in the Township of Johnson, District of Algoma. Civic Address: 8387E Thompson Drive, Assessment Roll # 57 16 000 006 15400 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 David Ransohoff, Martha Ransohoff, Paul Ransohoff and Daniel Ransohoff, 8387E Thompson Drive, Desbarats.

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 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 18th. day of October 2017.

SEAL

TED HICKS, MAYOR

RUTH KELSO, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this 18th day of October, 2017.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

(Hereinafter called "the MUNICIPALITY")

OF THE FIRST PART

-AND-

DAVID FRANKLIN RANSOHOFF

MARTHA ELLEN RANSOHOFF

PAUL MARTIN RANSOHOFF

DANIEL NATHAN RANSOHOFF

(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 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 Lot 5, Concession 3, Plan 58 and Part of Broken Lot 4, Part of Concession 4 and Lot 5 RP, and Part 1 of Plan 1R2351 located within the corporate boundaries of the 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 and agreements of the Municipality that may now or in future be in effect including but not limited to an Agreement under section 39.1 (1) of the *Planning Act* pertaining to the installation, maintenance, removal, registration of names of occupant(s) of the garden suite and any monetary or other form of security that may be required.

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 of any sewage disposal system. The Owner agrees that no part of any sewage disposal system 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, as approved by Algoma Public Health.

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.

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 whether derived from the lake or a drilled well. 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 any 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 Ministry of Natural Resources and Forestry 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 compliance with the applicable specifications 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 and other existing

shoreline features of not less than 30 m (49.2 ft.) in width extending inland from the shoreline of Lake Huron. The shoreline vegetation buffer shall be left in its natural state. 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 on the property including the 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. Limited cutting of the existing mature trees on the property shall be permitted to retain denser and healthy vegetation growth. The shoreline and riparian zone shall be left in its natural state except where interrupted by an access corridor to the water body for not exceeding 9 m in width or for alterations where approved by the agency having authority and or is permitted by the zoning by-law.

The Owner shall construct, install or maintain landscaping and the 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 m² [161.5 ft.²] shall require prior approval of the Ministry of Natural Resources and Forestry. 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.

The Owner agrees that the construction of a garden suite shall be permitted as a temporary building only and for a period not to exceed the term set out in a temporary use by-law as passed by the municipality and that should the by-law expire or the use of the garden suite be no longer required, whichever occurs first, the garden suite shall be removed from the property and/or demolished and the building envelope shall be returned to a state which can support vegetative growth.

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. 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.

16. 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
Box 160
DESBARATS ON P0R 1E0

And in the case of the Owner to:

David Ransohoff
1208 Pinehurst Drive
CHAPEL HILL NC USA
27517

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.

17. SUBSEQUENT PARTIES

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

Owner

Witness

Owner

Witness

THIS AGREEMENT IS AUTHORIZED BY BY-LAW NO. _____

DATED THIS _____th DAY OF _____, 2017.

Schedule "A"

LANDS AFFECTED BY THIS AGREEMENT

The lands affected by this Agreement are described as Lot 5, Concession 3, Plan 58 and Part of Broken Lot 4, Part of Concession 4 and Lot 5 RP, and Part 1 of Plan 1R2351 located within the corporate boundaries of the Township of Johnson, District of Algoma having a lot area of 45.7 ha. Civic Address is 8387 E Thompson Drive.

Schedule "B"

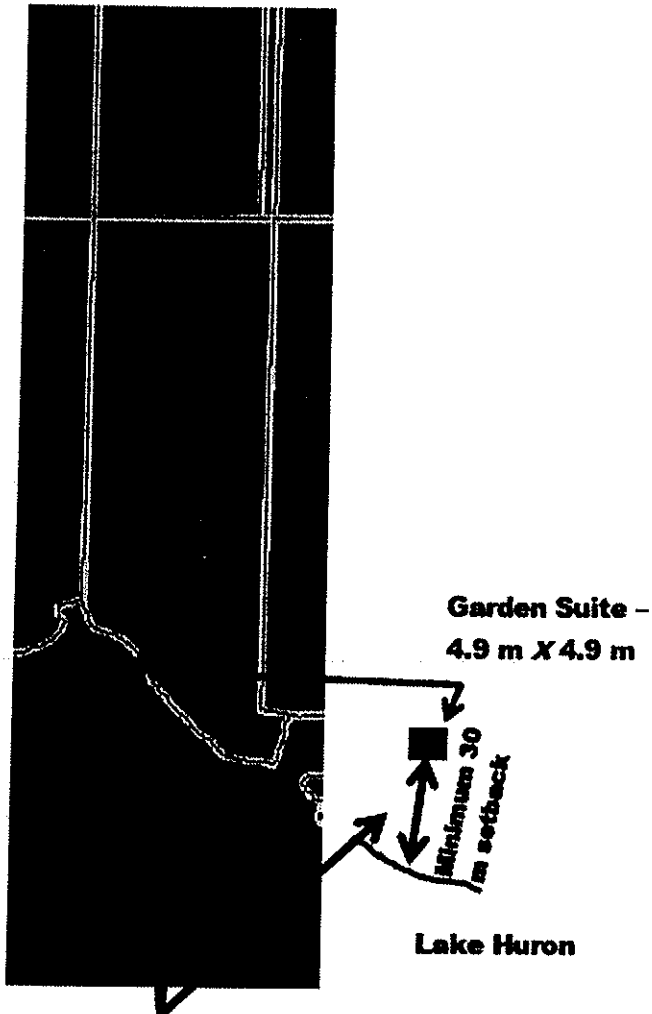
**ESTIMATED COST OF WORKS
AND/OR FINANCIAL SECURITY**

Road Services	
Roads	\$ n/a
Culverts	\$ n/a
Street Lights	\$ n/a
Sewage Disposal	\$ 15,000.00
Water Supply	\$ n/a
Drainage and Stormwater facilities including swales/ditches	\$ n/a
Landscaping	\$ n/a
Site development including installation of a garden suite	\$ 25,000.00
Total Cost.....	\$ 40,000.00

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 DRAWING



Shoreline vegetation buffer and shoreline features to be retained in their natural state for a minimum of 30 m from the shoreline of Lake Huron

No main wall of any new building including a garden suite and a sewage disposal system shall be constructed closer than 30 m from the highwater mark of Lake Huron

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

No requirements for the construction of roads or the installation of culverts and street lights apply; however, the access road (i.e. Thompson Drive) shall be maintained clear and free of debris with a clearance height of 4.5 m minimum for access by fire vehicles.

2. Sewage Works

All plans and specifications shall be prepared in accordance with the applicable requirements of the *Ontario Building Code* and in compliance with any Algoma Public Health Permit that is issued.

In accordance with Section 4.21 (5) of Zoning By-law 91-219, as amended, the minimum setback from the high water mark of Lake Huron of any sewage disposal system excluding the mantle 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 unless otherwise specified and agreed to by the municipality. A water supply using Lake Huron shall be permitted provided the supply is deemed potable.

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 any adjacent property. Drainage from downspouts shall be retained in and around any building by means of soak away pits or French drains.

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

5. Landscaping

The shoreline of Lake Huron is characterized as a mix of rock outcrops, elevated ridges interspersed with native mature trees and other shoreline vegetation. The Owner is not expected to plant or maintain vegetation where rock outcrops or site conditions will not support vegetation growth. The Owner is expected to retain any existing shoreline vegetation in their natural state as a buffer.

J (4)

10/18/17

CORPORATION OF THE TOWNSHIP OF JOHNSON

BY-LAW NO. 2017 - 868

BEING A BY-LAW to authorize the Mayor and Clerk to execute a Site Plan Agreement with, Bullfrog LLC, pertaining to lands as follows, located Lot # 3 RCP, Plan H798, Township of Johnson, District of Algoma. Civic Address: 8021B Hwy 17 E. Assessment Roll # 57 16 000 005 068 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 Bullfrog LLC, 8021 Hwy 17 E., Desbarats.

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 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 18th. day of October 2017.

SEAL

TED HICKS, MAYOR

RUTH KELSO, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this 18th day of October, 2017.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF JOHNSON

(Hereinafter called "the MUNICIPALITY")

OF THE FIRST PART

-AND-

BULLFROG LLC

(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 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 Lot 3 RCP, Plan H798, located within the corporate boundaries of the 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 and agreements 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 of any sewage disposal system. The Owner agrees that no part of any sewage disposal system 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, as approved by Algoma Public Health.
- 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.

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 whether derived from the lake or a drilled well. 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 any 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 Ministry of Natural Resources and Forestry 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 compliance with the applicable specifications 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 and other existing shoreline features of not less than 30 m (49.2 ft.) in width extending inland from the shoreline of Lake Huron. The shoreline vegetation buffer shall be left in its natural state. 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 on the property including the 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. Limited cutting of the existing mature trees on the property shall be permitted to retain denser and healthy vegetation growth. The shoreline and

riparian zone shall be left in its natural state except where interrupted by an access corridor to the water body for not exceeding 9 m in width or for alterations where approved by the agency having authority and or is permitted by the zoning by-law.

The Owner shall construct, install or maintain landscaping and the 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 m² [161.5 ft.²] shall require prior approval of the Ministry of Natural Resources and Forestry. 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.

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. 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.

16. 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