

**AGENDA**  
**A meeting of the Council of the Corporation**  
**of the Town of Northeastern Manitoulin and the Islands**  
**to be held on Tuesday, September 21, 2021**  
**Electronic Format at 7:00 p.m.**

**1. Call to Order**

**2. Approval of Agenda**

**Disclosure of Pecuniary Interest & General Nature Thereof**

**3. Minutes of Previous Meeting**

- i. Confirming By-Law 2021-51

**4. Planning Reports**

- i. Application for Consent – Graham Lewis

**5. Old Business**

- i. McLay Subdivision agreement

**6. Manager Reports**

- i. Fire Department – Duane Deschamps, Fire Chief
- ii. Public Works – Wayne Williamson, Manager of Public Works
- iii. Community Services – Reid Taylor, Manager of Community Services
- iv. Building Controls

**7. Minutes and Other Reports**

- i. Mayor's Report

**8. In Camera**

- i. A proposed or pending disposition or acquisition of land for municipal or local board purposes.

**9. Adjournment**

**THE CORPORATION OF THE TOWN OF  
NORTHEASTERN MANITOULIN AND THE ISLANDS**

**BY-LAW NO. 2021-51**

Being a by-law of the Corporation of the Town of Northeastern Manitoulin and the Islands to adopt the minutes of Council for the term commencing December 4, 2018 and authorizing the taking of any action authorized therein and thereby.

WHEREAS the Municipal Act, S.O. 2001, c. 25. s. 5 (3) requires a Municipal Council to exercise its powers by by-law, 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 by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS ENACTS AS FOLLOWS:

1. THAT the minutes of the meetings of the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands for the term commencing December 4<sup>th</sup>, 2018 and held on:

September 14, 2021

are hereby adopted.
2. THAT the taking of any action authorized in or by the minutes mentioned in Section 1 hereof and the exercise of any powers by the Council or Committees by the said minutes are hereby ratified, authorized and confirmed.
3. THAT, where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the minutes mentioned in Section 1 hereof or with respect to the exercise of any powers by the Council or Committees in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing the taking of any action authorized therein or thereby or required for the exercise of any power therein by the Council or Committees.
4. THAT the Mayor and proper Officers of the Corporation of the Town of Northeastern Manitoulin and the Islands are hereby authorized and directed to do all things necessary to give effect to the recommendations, motions, resolutions, reports, action and other decisions of the Council or Committees as evidenced by the above-mentioned minutes in Section 1 and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents in the name of the Corporation of the Town of Northeastern Manitoulin and the Islands and to affix the seal of the Corporation thereto.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
21<sup>st</sup> day of September, 2021.

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Al MacNevin

Mayor

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Pam Cress

Clerk

**The Corporation of the Town of Northeastern Manitoulin and the Islands**  
**Minutes of a Regular Meeting of Council meeting held Tuesday, September 14, 2021**  
**via Zoom at 7:00p.m.**

**PRESENT:** Mayor Al MacNevin, Councillors: Barb Baker, Al Boyd, Laurie Cook, Mike Erskine, William Koehler, Dawn Orr, James Ferguson and Bruce Wood

**STAFF PRESENT:** David Williamson, CAO  
Pam Cress, Clerk  
Sheryl Wilkin, Treasurer

Mayor MacNevin called the meeting to order at 7:00 p.m.

Disclosure of pecuniary interest and the general nature thereof – Councillors Barb Baker and Al Boyd declared a conflict with item 4i.

**Resolution No. 255-09-2021**

Moved by: M. Erskine

Seconded by: A. Boyd

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands approves the agenda.

Carried

**Resolution No. 256-09-2021**

Moved by: W. Koehler

Seconded by: J. Ferguson

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands now reads a first, second and third time and finally passes by-law # 2021-49 to adopt the minutes of Council for the term commencing December 4, 2018 and authorizing the taking of any action authorized therein and thereby.

Carried

**Resolution No. 257-09-2021**

Moved by: M. Erskine

Seconded by: J. Ferguson

RESOLVED THAT the Planning Authority of the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands approves the financial reports as presented.

Carried

**Resolution No. 258-09-2021**

Moved by: M. Erskine

Seconded by: D. Orr

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands authorizes Mr. Brian Hawki to clear and clean a 30-foot trail down the town owned Bay Estates lot across from #1264 North at his expense and under the supervision of the Manager of Public Works.

Carried

**Resolution No. 259-09-2021**

Moved by: B. Wood

Seconded by: J. Ferguson

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands proceeds In Camera in order to address a matter pertaining to a proposed or pending disposition or acquisition of land for municipal or local board purposes.

Carried

**The Corporation of the Town of Northeastern Manitoulin and the Islands  
Minutes of Council**

**Page 2**

**Resolution No. 260-09-2021**

Moved by: M. Erskine

Seconded by: D. Orr

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands does now Rise and Report.

Carried

**Resolution No. 261-09-2021**

Moved by: M. Erskine

Seconded by: A. Boyd

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands starts the process to stop up and close that portion of Shaftsbury Street that runs behind lot 167-184 Hwy 540 under the terms and conditions of the Stop up, Close and Sell policy.

Carried

**Resolution No. 262-09-2021**

Moved by: M. Erskine

Seconded by: B. Wood

RESOLVED THAT the Council of the Corporation of the Town of Northeastern Manitoulin and the Islands does now adjourn at 7:56 pm.

Carried

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Al MacNevin

Mayor

---

Pam Cress

Clerk



Project: Application for Consent  
File #: Con 2021-06  
Owner: Graham Lewis  
Location: 63 Orr's Sideroad  
Legal: Howland, Concession 11, Lot 6

#### **Purpose of the Application**

The consent application is being applied for the purposes of separating and dividing property left to two brothers as part of an estate. The applicant has submitted a combined application to deal with the property in its entirety, separated by Hwy 6.

#### **Official Plan**

**Designation - Rural**

#### **Zoning**

**Designation - Rural**

#### **Comments from agencies**

No Comments were received

#### **Comments from the Public**

No comments or requests were received from the public.

#### **When Considering Approval, we should consider:**

### **A. Consents**

A consent shall only be considered where a plan of subdivision is deemed to be unnecessary, where the application conforms with the policies of this Plan, is consistent with the Provincial Policy Statement, and the consent will generally not result in the creation of more than five new lots on a lot that existed prior to the date of adoption of this Plan, and it does not necessitate the creation of a new municipal road, or the extension of municipal services.

Council shall provide input on municipal conditions of approval for consents.

The proposed lot and retained lot shall have frontage and access on to an opened and maintained public road, or have private road or water access in compliance with the policies of this Plan.

MTO's policy is to allow only one highway entrance for each lot of record fronting onto a provincial highway. AMTO will not allow backlots to create a second entrance on the highway. MTO will not support a consent to separate a home-based business from a residential use which would result in separate entrances for the business and residential parcels.

Lots will not be created which would create a traffic hazard due to limited sight lines on curves or grades.

The lot area and frontage of both the lot to be retained and the lot to be severed will be adequate for existing and proposed uses and will allow for the development of a use which is compatible with adjacent uses by providing for sufficient setbacks from neighbouring uses and, where required, the provision of appropriate buffering.

The proposed lot(s) will not restrict the development of other parcels of land, particularly the provision of access to allow the development of remnant parcels in the interior of a block of land.

The proposed development will be serviced in accordance with the policies of Section E.

The parkland dedication policies of Section F.4.3 will apply.

**Remarks to approval considerations.**

This application does not constitute a need for a subdivision

The proposed lot severance has highway access

The MTO highway entrance is on a straight stretch of highway which should not create any traffic hazards

Both the retained and severed lots have more than adequate frontage and size as per our zoning by-laws.

As per the attached diagram the proposed severance will not restrict any development to surrounding properties.

All services to this area will be private services.

No Park land dedication will be required.

**Suggested Conditions if Approved** – to be filed within one year of the Notice Decision for certification

Transfer of landform prepared by a solicitor and a schedule to the transfer of landform on which is set out the entire legal description of the parcel,

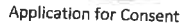
General – the applicant must deposit a Reference Plan of Survey in the Land Registry Office clearly delineating the parcels of land approved by The Town of Northeastern Manitoulin and the Islands in this decision and provide the Town Office with a copy.

Taxes – Prior to final approval by the Town of Northeastern Manitoulin and the Islands, the owner provide confirmation of payment of all outstanding taxes.

All outstanding fees must be paid in full

**Recommendations –**

If Planning Authority of the Town of Northeastern Manitoulin and the Island is satisfied that all requirements are met a favorable decision could be made.



Name of Owner	GRAHAM LEWIS	MURRAY LEWIS
Address	63 ORR'S SIDERD SHEGUKANDAH, ONT PO P1WO PO BOX 917	4444 TATE BLVD VAL THERESE, ONT P3P 1SB
Phone Number	705-282-4421	705-923-5923
Name of Agent	shaylewis@gmail.com	

Name of Agent \_\_\_\_\_  
Address N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Geographic Township Lot 6 Con 11 Howland  
Roll # 5119-040-004-02000-0000  
Concession 11 Lot 6  
RP Plan \_\_\_\_\_ Part \_\_\_\_\_ Island \_\_\_\_\_  
Street Address 63 ORT'S SIDE ROAD

5. If Yes please describe the easement or covenant and its effect

<input checked="" type="checkbox"/>	Creation of a New Lot	<input type="checkbox"/>	Addition to a lot	<input type="checkbox"/>	Easement/ROW
<input type="checkbox"/>	A charge	<input type="checkbox"/>	A lease	<input type="checkbox"/>	A correction of title

If lot addition what is the current land use:

Frontage Depth Area	Retained	Severance #1	Severance #2
Use of Property - Existing Proposed	4.7 ACRES (EAST & WEST OF HWY 1) RES / FARM RES / FARM	36 ACRES (WEST OF HWY 1) RES / FARM RES / FARM	10 ACRES (EAST OF HWY 1) RES / FARM RES / FARM
Buildings - Existing Proposed	HOUSE / GARAGE NONE	NONE NONE	NONE NONE
Access	<input type="checkbox"/> Provincial Highway <input type="checkbox"/> Municipal Road Seasonal Road <input type="checkbox"/> Road Allowance <input checked="" type="checkbox"/> Municipal Road Year Road <input type="checkbox"/> Right of Way <input type="checkbox"/> Water Access	<input checked="" type="checkbox"/> Provincial Highway <input type="checkbox"/> Municipal Road Seasonal Road <input type="checkbox"/> Road Allowance <input checked="" type="checkbox"/> Municipal Road Year Road <input type="checkbox"/> Right of Way <input type="checkbox"/> Water Access	<input checked="" type="checkbox"/> Provincial Highway <input type="checkbox"/> Municipal Road Seasonal Road <input type="checkbox"/> Road Allowance <input checked="" type="checkbox"/> Municipal Road Year Road <input type="checkbox"/> Right of Way <input type="checkbox"/> Water Access
Water Supply	<input checked="" type="checkbox"/> Publicly owned water system <input type="checkbox"/> Privately owned communal well <input type="checkbox"/> Privately owned individual well <input type="checkbox"/> Lake <input type="checkbox"/> Other	<input type="checkbox"/> Publicly owned water system <input type="checkbox"/> Privately owned communal well <input type="checkbox"/> Privately owned individual well <input type="checkbox"/> Lake <input checked="" type="checkbox"/> Other NONE	<input type="checkbox"/> Publicly owned water system <input type="checkbox"/> Privately owned communal well <input type="checkbox"/> Privately owned individual well <input type="checkbox"/> Lake <input checked="" type="checkbox"/> Other NONE
Sewage Disposal	<input type="checkbox"/> Publicly owned Sanitary sewage system <input checked="" type="checkbox"/> Privately owned Septic tank <input type="checkbox"/> Privately owned communal septic system <input type="checkbox"/> Privy	<input type="checkbox"/> Publicly owned Sanitary sewage system <input type="checkbox"/> Privately owned Septic tank <input type="checkbox"/> Privately owned communal septic system <input type="checkbox"/> Privy NONE	<input type="checkbox"/> Publicly owned Sanitary sewage system <input type="checkbox"/> Privately owned Septic tank <input type="checkbox"/> Privately owned communal septic system <input type="checkbox"/> Privy NONE
Other Services	<input checked="" type="checkbox"/> Electricity <input type="checkbox"/> School Bussing	<input type="checkbox"/> Electricity <input type="checkbox"/> School Bussing	<input type="checkbox"/> Electricity <input type="checkbox"/> School Bussing

\*SEE ATTACHED PLANS

9. Land Use

What is the existing Official Plan designation FARM / RES

What is the existing zoning FARM / RES

10. Please check any of the following use or features on the subject land or within 500 meters of the subject land

Use or Feature	On the Subject Land	Within 500 Metres (Specify distance)
Agricultural operation, including livestock facility or stockyard		
Utility Corridor		
A landfill, active or closed		
A sewage treatment plant or lagoon		
Provincially significant wetland or Significant coastal wetland		
Significant wildlife habitat and/or habitat of endangered species and threatened species		
Fish Habitat		
Flood Plain		
Mine site, active, rehabilitated or abandoned or hazard		
An active aggregate operation within 1km		
A contaminated site or a gas station or petroleum /fuel storage		
An industrial/commercial use (please specify)		
Known archaeological resources or areas of archaeological potential		

11. History of Subject Land

Has the subject land ever been the subject of any other planning applications?

☐ Official Plan Amendment ☐ Zoning By-law amendment ☐ Consent Application ☐ Subdivision/Condominium Application

Provide details of application and decision:

No

12. Former Uses of Subject land and Adjacent Land

Has there been industrial or commercial use on the subject or adjacent land?

☐ Yes ☒ No

Has the grading of the subject land been changed by adding earth or other material?

☐ Yes ☒ No

Has a gas station or the storage of petroleum been located on the subject land?

☐ Yes ☒ No

Is there reason to believe the subject /adjacent land may have been contaminated by a former use

☐ Yes ☒ No

Has an Environmental Site Assessment or Record of Site Condition been filed?

☐ Yes ☒ No

13. Are there currently any other applications on the subject property?  
Please describe application and status.

☐ Yes ☒ No

Other Information:

Please identify any and all information you think we will find useful in making a decision.



14. Affidavit or Sworn Declaration:

I/We \_\_\_\_\_ make oath and say that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn before me

At the 1st Hk Current

In the District of Manitoulin

This 4 day of Aug, 20 21

[Signature]  
Commissioner of Oaths

[Signature]  
Owner/Agent Signature

15. Authorized Appointment of Agent

I/We \_\_\_\_\_ am/are the registered owner of the subject lands for which this application is to apply.  
I/We do hereby authorize \_\_\_\_\_ to act on my/our behalf in regard to this application.

21/08/21  
Date

\_\_\_\_\_  
Owner(s) Signature

16. Permission to Enter

I/We hereby authorize staff members of The Town of Northeastern Manitoulin and the Islands to enter upon the subject lands and premises for the purpose of evaluation the merits of this application.

21/08/21  
Date

Aug 5/2021  
Date

[Signature]  
Owner(s) Signature

ATTACHED:

PLAN #1 - SHOWS EXISTING PARCEL SHARED OWNERS MURRAY LEWIS / GRAHAM LEWIS.

Please use next page for a detailed sketch of property, building locations, septic systems etc.

PLAN #2 - SHOWS SEVERED LOT WITH OWNER  
#3 MURRAY LEWIS.  
#4 REMAINING PORTION OF EXISTING PARCEL OWNERSHIP WILL BE TRANSFERRED TO GRAHAM LEWIS.

Notes: 11/24/20

934005



0.5 km

**Projection: Web Mercator**

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### Legend

- [illegible]

PROPOSED SEVERANCE

Notes:

LOT 6 CON 11

46 ACRES

RAW #2.



0.5 km

Projection: Web Mercator



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- Legend**
- Building as Symbol
  - Baking to Scale
  - Airport
  - Harbour
  - Scenic View
  - Ferry Route
  - Trail
  - Railway
  - Train Station
  - Railway with Bridge
  - Road Bridge
  - Water Road
  - Road with Bridge
  - Road with Tunnel
  - Primary Highway
  - Secondary Highway
  - Tertiary Highway
  - Waterway
  - Lake
  - River
  - One Way Road
  - Road with Permission
  - Road with Access
  - Road with Address Range
  - Highway Construction Line
  - Municipal Boundary
  - Waterway Boundary
  - State Property
  - Spot Height
  - Water Course
  - Contour
  - Wooded Area
  - Wetland
  - Wetland Division
  - Wetland
  - Fish
  - Rocks
  - Rocks 17 m
  - Rocks
  - Lock Gate
  - Dam 17 m
  - Dam 17 m
  - Provincial State Boundary
  - Provincial Boundary
  - Municipal Boundary
  - Lower 1st Single Tier Municipal Boundary
  - 1st Line
  - Provincial Park
  - National Park
  - Conservation Reserve
  - Military Land

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LOT 5

LOT 6

LOT 7

ROAD ALLOWANCE BETWEEN LOTS 5 AND 6

47124

CONCESSION 11

HIGHWAY 6

*Remain*

*SEVERANCE #2  
10 ACRES  
(12 ACRES)*

0225

*HWY  
ACRES*

0218

OLD HWY 68

0217

31R2529

0221

*PLAN 44*

THIS Subdivision Agreement made in triplicate this \_\_\_\_ day of \_\_\_\_\_ 2021. BETWEEN

Davis & McLay Developments Limited

Hereinafter called the "Owner"

AND

THE CORPORATION OF THE

**TOWN OF NORTHEASTERN MANITOULIN AND THE ISLANDS**

Hereinafter called the "Town"

WHEREAS the lands to which this Agreement applies are more particularly described in Schedule "A" and shown on the plan of subdivision as per Schedule "G".

AND WHEREAS the Owner purports to be the Owner of the said lands and has applied to the Manitoulin Planning Board for approval of a Plan of Subdivision and such approval has been granted subject to the execution of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Town recommending approval of the said proposed plan of subdivision, and in consideration of the sum of Five DOLLARS (\$5.00) of lawful money of Canada, now paid by the Town to the Owner the receipt whereof is hereby acknowledged and in consideration of the mutual covenants hereinafter expressed, the parties' hereto covenant and agree one with the other as follows:

## **1.0 DEFINITIONS**

In this Agreement:

- (a) "MAINTAIN" includes repair;
- (b) "OWNER" includes an individual, association, partnership or corporation, or any agent or contractor carrying out works for the Owner;
- (c) "PLAN", "PLAN OF SUBDIVISION" or "SUBDIVISION" means a proposed plan of subdivision submitted by the Owner for approval and includes the lands described in Schedule "A" and shown in Schedule "G";
- (d) "TOWN" includes any staff and/or Engineer designated by the Town Council;
- (e) "WORKS" includes those services and other works listed in Schedule "B" of this Agreement;
- (f) "O.P.S.S./D. (OPPSS/D) means "Ontario Provincial Specifications Standards and Drawings".

## **2.0 SCHEDULES**

The following schedules are attached hereto and form part of this Agreement:

"A" Description of Lands to Which this Agreement Applies;

"B" Works to be provided by the Owner;

"C" Estimated Cost of Work;

"D" Financial Requirements;

"E" Design Criteria and Specifications;

"F" Drainage and Lot Grading Plan;

"G" Plan of Subdivision;

"H" Easements and Land Dedications;

"I" Street Lighting and Utility Specifications;

"J" Parkland Development Specifications;

"K" Engineering Consultant(s);

"L" Private Road Agreement;

## **3.0 GENERAL REQUIREMENTS**

### **3.1 LANDS**

- 3.1.1 The lands to which this Agreement shall apply are the lands described in Schedule "A" annexed hereto and shown on the plan of subdivision annexed hereto as Schedule "G".

### **3.2 SCOPE OF WORK**

- 3.2.1 The Owner covenants and agrees to construct and install all of the works, more particularly set out in Schedule "B" hereto annexed, in compliance with a time schedule to be provided by the Owner to the Town within 30 days of execution of this agreement and which shall require all works to be completed no later than 3 years. The said works shall be completed at the expense of the Owner in a good and workmanlike manner and to the satisfaction of the Town.

### **3.3 PROSECUTION OF WORK**

- 3.3.1 If, in the opinion of the Town, the Owner is not prosecuting or causing to be prosecuted the work required in connection with this Agreement within the specified time, or is improperly performing the work, or should the Owner neglect or abandon any of the work before its completion, or unreasonably

delay same so that the conditions of this Agreement are being violated, carelessly executed, or in bad faith, or should the Owner neglect or fail to renew or again perform such work as may be rejected by the Town as being or having become defective or unsuitable, or should the Owner fail to carry out any maintenance required under this Agreement, or should the Owner in any manner, in the opinion of the Town, make default in the performance of any of the terms of this Agreement, then in any such case, the Town shall promptly notify the Owner and its surety, in writing, of such default, failure, delay or neglect, and if such notification be without effect for seven clear days after such notice, then in that case the Town shall thereupon have full authority and power immediately to purchase such materials, tools, and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said work at the cost and expense of the Owner or its surety or both. In cases of emergency, in the opinion of the Town, such work may be done without notice the cost of such work shall be calculated by the Town whose decision shall be final. It is understood and agreed that such costs shall be subject to an additional management fee of TWENTY-FIVE PERCENT (25%) of the labour and material value, and TWENTY-FIVE PERCENT (25%) of the value for the dislocation and inconvenience caused to the Town as a result of such default, failure, delay or neglect on the part of the Owner, it being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Town would not have executed this Agreement.

3.3.2 All of the works shall be installed strictly in accordance with the specifications approved by the Town and as provided in this Agreement.

3.3.3 The Owner further covenants and agrees with the Town that the Owner is responsible for the design and supervision of construction of the roads and drainage works, in the subdivision, but such design and supervision shall be subject to the approval of the Town. The Owner is also responsible for the installation of enhanced sewage technologies, as set out in Section 6.0 of this agreement. The Owner shall employ competent Engineers currently registered by the Association of the Professional Engineers of Ontario, and acceptable to the Town, for all of the work as may be required by the Town.

(i) To design;

(ii) To prepare the necessary specifications for;

(iii) To obtain the necessary approvals in conjunction with the Town;

(iv) To supervise the construction of;

(v) To maintain all records or construction relating to;

(vi) To prepare and furnish all plans and drawings of;

(vii) To prepare and deliver "as-built" drawings prior to release of securities by the Town.

3.3.4 The Owner shall furnish, at its own cost, all plans, specifications, calculations, contours or other information pertaining to the work which may be required by the Town so that the Town can review the design and supervision of the proposals. No contract shall be awarded and no work commenced or



continued without prior written approval of the design and supervision of the work by the Town, which approval shall not be unreasonably withheld. If for any reason work is commenced prior to the required Town approval, such approval may be granted retroactively provided all required inspections can be completed. The Town shall be under no obligation to inspect or approve works commenced without approval, and the Owner shall take all such steps as may be requested by the Town to facilitate any inspections.

- 3.3.5 It is understood and agreed that examination and acceptance of drawings, specifications and contract documents by the Town does not relieve the Owner of its obligations to carry out all work required under this Agreement strictly in accordance with standard engineering requirements. The Town's fees shall be the Owner's responsibility.
- 3.3.6 The Owner shall be responsible for payment of all professional and quasi-professional fees and disbursements reasonably incurred by the Town in the determination of the nature and extent of the services to be supplied and installed under and pursuant to this Agreement, in the negotiation and settlement of this Agreement and the enforcement hereof and in the performance by the Town of its rights and obligations hereunder or in connection with the preparation and enactment of relevant land use by-laws, and such fees shall include, without necessarily being limited to, engineering, planning and legal fees and costs. The parties understand that fees incurred may increase in the event of unforeseen circumstances however the obligation of the Owner shall remain limited to reasonable fees in the circumstances. The Owner agrees to reimburse the Town for reasonable cost incurred by their staff for inspections, reviews, etc. throughout the construction of this development. The Hourly rate will be provided by the Town upon Owner's request.
- 3.3.7 The Owner agrees to submit to the Town, if requested, copies of all executed contracts relating to the construction of the works.
- 3.3.8 The Town shall have the right, at all times, to inspect the installation of the works. If at any time the Town is of the opinion that the works are not being carried out in accordance with approved plans and specifications or in accordance with good engineering practices, he may stop all or any part of the work until it has been placed in satisfactory condition.
- 3.3.9 The Town may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this Agreement, or may require soil tests to be carried out, and the cost of such tests shall be paid by the Owner within TEN (10) days of the account being rendered by the Town.
- 3.3.10 The Owner covenants to maintain all works installed pursuant to this Agreement by the Owner for a period of ONE (1) year after preliminary approval thereof by the Town provided that preliminary approval shall not be unreasonably withheld.
- 3.3.11 The Owner covenants to restore any faulty workmanship or materials or any damage done by the Owner or persons claiming title from the Owner during construction of works or buildings on the land

relating to any services and works required to be installed pursuant to this Agreement.

#### **4.0 DRAINAGE**

4.1.1 The Owner hereby agrees to construct, in accordance with Schedule "F", all works which are necessary to provide proper drainage of all lands described in this Agreement, and adjacent lands which drain through the subdivision, including any works necessary for drainage to an outlet outside the subdivision, in accordance with Schedule "F". It is understood and agreed that such works shall be constructed according to the plan provided by the Owner and before commencing construction of any of the said works the Town shall approve a grade control plan containing the following information:

- (a) Existing and final elevations at all lot corners;
- (b) Existing and final elevations at the centre line of each private road at a spacing of THIRTY (30) metres or less, and at all street intersections;
- (c) Finished elevation of all critical points;
- (d) Arrows indicating the direction of flow of all surface water;
- (e) Location and details of all swales;
- (f) Location and details of all surface water outlets.

The grade control plan may be amended from time to time by the Owner provided the Owner has obtained the written approval of the Town. Where the rear part of any lot or block is low, the Owner shall fill it to enable the surface drainage to flow to a swale at the rear of the properties. The Owner shall construct a swale at the rear of the lots providing an outlet. In all cases, the Owner shall, at its own expense, maintain sufficient interim drainage and outlets to provide adequate drainage until pavement has been constructed and accepted by the Town. This shall include the installation and removal of culverts, when required by the Town.

4.1.2 Subject to the requirements of Schedule "F" the Owner agrees not to interfere in any way with any existing drain or water course, without written permission from the appropriate Town(s). The Owner agrees that granting such permission shall not relieve the Owner of responsibility for any damage caused by such interference and the Owner shall indemnify the Town in relation to any claims against the Town relating to such damage, providing that the Town shall give the Owner, at the Owner's cost, opportunity to defend any such claim.

4.1.3 The Owner agrees to complete the following

- a. Sedimentation and erosion control works, in the form of silt fencing and/or straw bales, shall be installed along the down gradient edges of all building envelopes, laneways, parking areas, tile fields and bases of exposed slopes to retain any particulates generated during the construction period;
- b. All erosion and sediment control works shall be maintained in good working order until the exposed soils have been vegetated.

- c. All disturbed slopes and exposed soils shall be restored with appropriate plantings and/or seed mixtures as soon after construction as feasible.

4.1.4 The Owner agrees to construct the drainage system, to include house connections as required.

4.1.5 The drainage system shall be constructed to an outlet according to designs approved by the Town. It is understood and agreed that the drainage system shall be of sufficient size, depth and at locations within the limits of the subdivision or on adjacent road allowances, to service lands outside the subdivision which will, in the opinion of the Town, require the use of the subdivision drainage system as trunk outlets.

#### **4.2 OPEN STORM DRAINAGE/LOT GRADING**

4.2.1 It is agreed between the parties hereto that the Grade Control Plan may be amended from time to time by the Owner with the prior written approval of the Engineer and such approval shall not be withheld except for sound engineering reasons. The Owner shall be responsible for registering on the title of all lots affected by the amended Grade Control Plan. The Owner shall be responsible for rough grading of the lands such that the material excavated for the foundation of the building shall be equal to the material required to complete the lot grading in accordance with the approved Lot Grading Plan. All lot corners and swales shall be graded from 0 to 300 mm below the finished grade to comply with "Rough Lot Grading" requirements. All lots shall be shaped or contoured as necessary to provide positive drainage. The Owner agrees to submit a "Rough Lot Grading" Certificate prepared by the Consulting Engineer or Ontario Land Surveyor that certifies that the rough lot grading complies prior to the issuance of building permits. The Owner further agrees to establish ground elevation at foundation wall, consistent with the Grade Control Plan prior to foundation excavation. In all cases, the Owner will maintain, at its own expense, sufficient interim drainage and outlets to provide adequate drainage until the road has been constructed and approved by the Town. This will include the installation and removal of culverts when required by the Engineer.

#### **5.0 ROADS**

5.1.1 This development consists of a private road, constructed to acceptable standards, to be owned and maintained by the Owners of the subdivision. Should the subdivision be developed in Phases, the owners of Phase 1 will own and maintain the road until such time as Phase 2 is developed.

5.1.2 The private road in the subdivision shall be constructed to the satisfaction of the Town and, in particular, shall be constructed in accordance with the engineering report submitted by the Owner and prepared to the satisfaction of the Town containing specifications and set out in Schedule "E" of this Agreement.

5.1.3 No services or utilities shall be installed in any road or section thereof until rough grading of such road or section has been completed and approved by the Town, and no completion of any Street or section thereof shall be commenced until all underground works have been installed, with the exception of gas line laterals, and approved by the Town and appropriate utilities. No driveway paving tie-ins shall be completed until the road has been completed to the Town's satisfaction. No water from driveways is to

drain onto the road. The centerline of all entrance culverts is to be 100 mm (4") below the finished road. Driveways constructed of material other than gravel (i.e. asphalt, concrete, interlock) shall terminate at the centreline of the entrance culvert.

- 5.1.4 Upon completion of the underground services on any private road or any section thereof, the Owner shall construct the granular base course in accordance with the requirements of Schedule "E".
- 5.1.5 Following completion of the private road, the Owners will jointly be responsible for the continued road maintenance and insurance for the private road.
- 5.1.6 The private road shall be developed, operated, and maintained under joint use agreement as shown in Schedule "L", registered against the benefitting lands, which is binding on all assigns and successors in title, setting out the following:
  - a. procedures and standards for maintenance of the road, acknowledging that the Town will not be responsible for the repair or maintenance of private roads or the provision of services to any development located on a private road;
  - b. agreement amongst all owners for establishment and collection of fees for construction and maintenance of the road;
  - c. a dispute resolution protocol, should owners disagree with respect to fees, construction, maintenance, standards, or other matters pertaining to the private road;
  - d. Acknowledgment and agreement that the Town does not have any liability or responsibility for maintenance of the road or the provision of services;
  - e. Acknowledgment and agreement that the Town will not assume any private road unless it has been built to municipal standards, and notwithstanding its construction to an acceptable municipal standard, the Town is under no obligation to assume ownership and/or responsibility for the maintenance of the road; and
  - f. Any other matters that the Town may consider relevant.
- 5.1.7 Upon completion of the construction of the road for Phase 1 and Phase 2 and provided it is constructed to current municipal standards, the Town can, but is under no obligation to, accept the road.
- 5.1.8 Where work is performed on existing Town roads outside the plan of subdivision, such roads shall be reinstated to the satisfaction of the Town.

## **5.2 STREET NAMES and SIGNAGE**

- 5.2.1 The Owner covenants and agrees that all streets shown on the said plan of subdivision shall be named to the satisfaction of the Town. The Owner shall pay for and the Town, or the Owner acting on the instructions of the Town, shall supply and erect the street name signs. As well the Owner covenants and agrees to supply and erect any other signs that may be required in the subdivision such as but not limited to private road, dead end, no exit, speed restrictions, curve. The Town shall invoice the Owner for the cost of the supply and installation of such signs, unless such signs are ordered and installed by the Owner in accordance with the directions of the Town.

## **6.0 ENHANCED SEWAGE TECHNOLOGIES**

- 6.1.1 Sewage systems on each lot will be constructed as a conventional septic tile field or an Ontario Building Code approved tertiary treatment system, and partially treated effluent would then be directed to drain fields on each lot having B horizon Precambrian Shield soils that meet the same characteristics as the native soils in the Ministry of the Environment Lake Capacity Assessment Handbook, (May 2010) on page 38, section 5.2. It is understood that on three of these lots, the Ecoflo or Waterloo Biofilter or comparable tertiary system with phosphorus treatment unit will be installed.
- 6.1.2 The installation of the sewage systems and the piezometers/wells, including verifying that the correct B horizon soil has been used, will be approved and certified by an independent qualified expert. This expert shall be retained by the Owner, and shall be an individual acceptable to the Ministry of Municipal Affairs and Housing. All costs associated with retaining the experts shall be paid for by the Owner prior to any occupancy of an individual lot.

### **6.2 Monitoring Period**

- 6.2.1 Once any of the septic systems have been commissioned and wastewater is being discharged to the systems, three continuous years of monitoring (co-ordinated by the Owner) on each system, will be undertaken by a qualified expert retained by the Owner at the Owner's expense, plus monitoring at year five and year ten, as outlined below. The expert shall be a person or organization satisfactory to the Ministry of Municipal Affairs and Housing.
- i) Three piezometer/wells will be installed in each of the six drain fields to evaluate distribution of the treated effluent, with a fourth piezometer/well in the down gradient mantle. The locations of the four piezometer/wells will be determined in consultation with the Ministry of Municipal Affairs and Housing. All piezometers/wells will be installed upon the completion of the drain fields being constructed. These wells will generally be of a shallow depth < 3m) and may be constructed to the bedrock depth if site conditions dictate. The depth position of the screened intervals of the wells will be decided upon by the qualified expert after site conditions are assessed, but will generally include the bottom 30 cm thickness of the filter bed sand and any permeable zones present underneath the filter bed.
  - ii) For the first six months after installation of septic systems and occupancy of the residences, no sampling shall be required.
  - iii) Thereafter, groundwater sampling of the piezometers/wells shall be conducted within one week of each of the long holiday weekends in May, July, August and September or October until the completion of three years following the date of installation, occupancy and initial testing of each system. If the home is occupied during December through April, one additional sample would be required following this period of usage. The Owner is responsible for ensuring that this monitoring will take place at his own or the individual new lot Owner's expense.
  - iv) All groundwater samples will be filtered (0.45 micrograms) and collected in two sample bottles, one untreated and one acidified to pH <2, prior to delivery to an accredited laboratory. Analysis will be

for chloride and nitrogen compounds (ammonia, ammonium, nitrates) and total phosphorus (acidified sample) within the laboratory specified holding times.

- v) The Ecoflo or Waterloo Biofilter or comparable phosphorus treatment units shall be designed to permit the sampling of effluent. Effluent from the Ecoflo or Waterloo Biofilter or comparable phosphorus treatment units shall be collected on the same sampling schedule as the piezometers/wells. Effluent samples shall be unfiltered prior to delivery to an accredited laboratory and shall be analyzed for chloride and nitrogen compounds (ammonia, ammonium, nitrates), and total phosphorus. A field pH reading shall also be taken of the effluent.
  - vi) Annual reports will be provided to the Ministry of Municipal Affairs and Housing and the Ministry of the Environment and Climate Change within two months following the end of each calendar year once a monitoring program for any of the test systems is established. The annual report shall be prepared by a qualified expert, retained by the Owner and satisfactory to the Ministry. The report shall include, at minimum:
    - a. A summary and interpretation of all monitoring data with a comparison to the performance standard;
    - b. A description of sampling protocol and any difficulties encountered;
    - c. A discussion regarding the quality assurance/quality control program;
    - d. A summary of occupancy, a description of any operating problems encountered and corrective actions taken;
    - e. A scale site plan or plans of the entire site illustrating significant site features such as surface water features, seeps, ponds, ditches, roadways, the septic systems, as well as all the sampling locations;
    - f. A groundwater contour map showing the groundwater elevations for each well and the groundwater flow directions;
    - g. Tables summarizing all historical and current analytical results for all parameters;
    - h. Hydrographs and tables summarizing all historical and current water level data;
    - i. A copy of the borehole logs for all groundwater monitoring wells; and
    - j. A copy of the original laboratory analytical results.
  - vii) Near the end of the three-year monitoring period, on each of the lots with only imported soils (no tertiary system), sediment cores will be retrieved immediately adjacent to each monitoring well location in the filter bed (three locations), and 5 depth-discrete samples of the filter bed sand per well location will be analyzed for desorbable P ('plant-available' P) assay provided by the University of Guelph Soil and Nutrient laboratory. Sediment sample splits will be retained for a period of 1 year after collection for additional analysis if required (e.g. acid-extractable P analysis).
- 6.2.2 The Owner agrees to provide permission to the Province or its authorized agent to attend on site to monitor the piezometers/wells once at 5 years and 10 years from the installation of the system, with the monitoring to be undertaken at the expense of the Ministry and not the Owner. The Owner agrees to maintain the piezometers during this time.
- 6.2.3 A copy of all monitoring reports will be provided to the Lake Manitou Area Association (LMAA) at the time they are submitted to the Ministries. The Association will be afforded the opportunity to offer its comments to the Ministries within 30 days of receipt of the reports, prior to the Province making its

determination as to whether the results are satisfactory. It is understood that the LMAA has no veto authority.

### **6.3 Performance Standard**

- 6.3.1 The sewage systems must meet a performance standard of no more than 0.3 mg/e total phosphorus in 80% of the samples from all of the monitoring wells.

### **6.4 Securities for Monitoring**

- 6.4.1 Monitoring will be implemented through the Owner. The Owner or individual new lot owner will post with the Town of Northeastern Manitoulin and the Islands, a bond or other security of \$36,000 (that is, equal to the cost of the monitoring for three years on all lots), or \$6,000 per lot (or such lesser amount as the Ministry and the applicant agree) and in the event the Applicant or new land owner fails to carry out the monitoring in a satisfactory manner, the Town, after consultation with the Ministry of the Environment and Climate Change, may call on the bond or other security to carry out the monitoring.

## **7.0 STREET LIGHTING AND UTILITIES**

- 7.1.1 The Owner agrees to install street lighting as provided for in Schedule "B" in accordance with the specifications set out in Schedule "I" attached hereto and forming part of this Agreement.
- 7.1.2 The Owner or successors in title shall arrange with Hydro One and the local cable, gas and telephone companies for the installation of services to the subdivision and for the provision of required easements with respect to such installations.
- 7.1.3 The Owner or successors in title shall pay any costs involved in installing or relocating any services, including hydro, cable, gas and telephone required by the construction of the works in the subdivision.

## **8.0 ACCEPTANCE OF WORKS**

- 8.1.1 Before applying for final acceptance of any of the works or any part thereof, the Owner shall supply the Town with a statutory declaration that all accounts for work and materials have been paid, except normal guarantee holdbacks for accounts the Owner has paid to contractors, suppliers, etc., and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner.
- 8.1.2 The performance by the Owner for its obligations under this Agreement; to the satisfaction of the Town, shall be a condition precedent to the acceptance of the said works by the Town.
- 8.1.3 When the Town is satisfied that the works set out in this Agreement or any part thereof and any other works which may have been required have been executed in accordance with this Agreement and Town standards, specifications and requirements, and is also satisfied that all Town accounts have been paid and maintenance requirements met.

- 8.1.4 Upon the acceptance resolution being passed by Council, Ownership of the works shall vest in the Town and the Owner shall have no claim or rights thereto, other than those accruing to it as Owner of the land abutting on streets on which the works were installed.
- 8.1.5 The Owner covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, or will it remove any fill from, any public lands, without the written consent of the Town.
- 8.1.6 The Owner agrees to maintain vacant lots which are in its Ownership to a condition acceptable to the Town. Lots which are or become unsightly to the public shall be cleaned up by the Owner; otherwise the Town may take such steps necessary to restore the lots using the security provided in this Agreement.

## **9.0 BUILDING AND ZONING REQUIREMENTS**

### **9.1 BUILDING PERMITS**

- 9.1.1 Building permits may be issued subject to other requirements of the Town to construct on lots within the subdivision when:
- (i) The Town has received confirmation that the drainage system has been approved;
  - (ii) The Plan of Subdivision has been registered;
  - (iii) The rough lot grading is complete and certified;
  - (iv) The private road has been constructed and is satisfactory to the Town.

### **9.2 OCCUPANCY**

- 9.2.1 The owner shall be allowed to build up to three homes with temporary permits but shall not convey such lot or allow such building to be occupied until the private road has been constructed to the satisfaction of the Town.

### **9.3 ZONING AND BUILDING RESTRICTIONS**

- 9.3.1 The Town shall regulate, by by-law, the zoning of the building standards 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, with relevant zoning and building by-laws, as well as the Ontario Building Code. Nothing herein shall be deemed to prevent the Owner from making objection to the Council of the Town or the Ontario Municipal Board with respect to any proposed zoning by-law.
- 9.3.2 The Owner hereby agrees that this Agreement shall be registered on title to the lots contained in the plan of subdivision at the expense of the Owner.
- 9.3.3 The Owner hereby agrees to implement the Water Quality and Fish Habitat Assessment completed by Michalski Nielsen Associates (MNA) April, 2011, with addendum February 2013, including, but not



limited to the following requirements:

- a. All primary building structures shall be set back a minimum of 30 metres from the recognized high water mark of Lake Manitou;
- b. The 30 metre shoreline buffer shall be maintained in its natural state with restrictions that prohibit disturbance, except for a 2.0 metre wide pathway to provide access to the shoreline, safety (i.e. the removal of dead trees or trees of poor health), and provision of views (i.e., minimal limbing);

#### **9.4 Site Development Plans**

9.4.1 The Owner agrees that Site Development Plans will be submitted for each of the lots in Phase 1.

#### **9.5 SUBDIVIDING LOTS**

9.5.1 The Owner covenants and agrees that it shall not subdivide any lot on the plan of subdivision except with the approval of the Council of the Town.

### **10.0 FINANCIAL AND LEGAL REQUIREMENTS**

#### **10.1 Financial Requirements**

10.1.1 The Owner shall pay to the Town all fees and shall deposit with the Town a sufficient sum in cash to meet the financial requirements of this Agreement as set out in Schedule "D" attached hereto and forming part of this Agreement.

10.1.2 If the Owner provides cash or equivalent, the Town shall place the deposit in an interest bearing account and interest shall accrue to the Owner.

10.1.3 The Owner shall provide engineering supervision and administration for all work. The Town shall provide such additional engineering review and inspection, as deemed necessary, and the costs of such review and inspection shall be paid for by the Owner. The Owner shall reimburse the Town for reasonable costs incurred by the Town staff in inspection, review, etc. throughout the construction of this development.

10.1.4 Upon final approval of the work by the Town, in writing, the Owner shall be entitled to have released, by the Town to the Owner, all cash, principal and interest being held by the Town under this Agreement.

10.1.5 The Owner agrees that the Town may enforce, as the Owner's attorney, any Performance Bond given by any contractor to the Owner under any Agreement with such contractor for the construction of any works provided that this shall not constitute an assignment of such Performance Bond. Where the Town deems that there has been default by such contractor, the Town shall notify the Owner and the Owner shall proceed to enforce its bond within FOURTEEN (14) days or within such further time as the Town may allow, failing which the Town may proceed to enforce such bond as the Owner's attorney and at the Owner's expense.

## **10.2 LAND DEDICATIONS AND EASEMENTS**

10.2.1 At no cost to the Town, the Owner shall obtain and grant unto the Town the easements and lands described in Schedule "H" attached hereto and forming part of this Agreement and any other drainage easements which may be required. The deeds for lands and easements shall be delivered to the Town solicitor by the Owner immediately following registration of the plan. The cost of the registration shall be paid by the Owner. The Town shall cooperate with the Owner in acquiring easements outside the subdivision.

## **10.3 INHIBITING ORDER**

10.3.1 The Owner agrees to register with the Plan, at the Owner's cost, a certificate issued by the Town requesting that the Land Registrar issue an Inhibiting Order prohibiting land transactions in respect of the of the land until the private road has been constructed.

## **10.4 INSURANCE**

10.4.1 The Owner shall lodge with the Town forthwith, upon execution of this Agreement, an insurance policy with an insurance company satisfactory to the Town to ensure for the joint benefit of the Owner and the Town against any liability that may arise out of the construction or installation or maintenance of any work to be performed pursuant to this Agreement to extend until the private road has been constructed to the satisfaction of the Town. The policy shall carry limited liability in an amount to be specified by the Town but may not be less than TWO MILLION DOLLARS (\$2,000,000.00), inclusive, of public liability and property damage, and shall include the name of the Town. The policy must contain a completed operations clause, and all premiums on such policies of insurance shall be in full force and effect. If blasting is carried out, the Owner shall take out blasting insurance or have the contractor provide such insurance which shall be satisfactory to the Town.

## **10.5 USE OF WORKS**

10.5.1 The Owner agrees that the works referred to herein may be used by the Town for the purpose for which such works are designed and such use shall not be deemed an acceptance of the works by the Town nor shall such use in any way relieve the Owner of its obligations with respect to the construction and maintenance of such works.

10.5.2 The Owner hereby grants the Town, its employees or agents, the right and licence to enter the lands at any time or from time to time for the purpose of making emergency repairs to any of the said works. Such entry and repair shall not be deemed an acceptance of any of the works by the Town nor an assumption by the Town of any liability in connection therewith nor a release from the Owner of any of its obligations under this Agreement.

## **10.6 INTEREST**

10.6.1 Interest shall be paid at the current fixed rate, as set from time to time, and shall be payable by the

Owner to the Town on all sums of money payable to the Town herein which are not paid and received on the due date calculated from such due date.

#### **10.7 INDEMNITY**

- 10.7.1 The Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the Town from all actions, causes of actions, suits, claims or demands whatsoever which arise directly or indirectly by reason of the development of the plan of subdivision herein and the construction and maintenance or the improper or inadequate construction and/or maintenance of the works.
- 10.7.2 The Owner agrees that it will hold back from its payment to any contractors who may construct the works, such sums as are provided in accordance with the Construction Lien Act and shall otherwise indemnify the Town against any claims, actions or demands for construction liens or otherwise in connection with the works, and all costs in connection therewith and on the demand of the Town shall forthwith take such steps to immediately discharge all liens upon the works.
- 10.7.3 In the event that the plan of subdivision has not been registered within ONE (1) year from the date of this Agreement, the Town may, at its option, on ONE (1) month's notice to the Owner, declare this Agreement to be null and void.

#### **10.8 NOTICES**

- 10.8.1 Any notices required to be given hereunder may be given by registered mail addressed to the other party at its principal place of business and shall be effective as of the date of deposit thereof in the post office.

#### **10.9 SUBSEQUENT PARTIES**

- 10.9.1 This Agreement is between the Town and the Owner and is non-transferable to their respective heirs, executors, administrators, successors and assigns without the written permission of the Town.
- 10.9.2 At such time as the entirety of the subdivision or a Phase thereof is proposed to be transferred the Town reserves the rights to amend this agreement.

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

SIGNED, SEALED AND DELIVERED In the presence of ) THE CORPORATION OF THE  
 ) TOWN OF NORTHEASTERN MANITOULIN AND THE  
 ISLANDS  
 )  
 )  
 ) \_\_\_\_\_  
 ) Mayor  
 )  
 )  
 ) \_\_\_\_\_  
 ) Clerk  
 )  
 )  
 ) \_\_\_\_\_  
 ) Owner  
 I have the authority to bind the Corporation.

## **SCHEDULE "A"**

### **Description of Lands to Which this Agreement Applies**

The Plan of Subdivision for Davis & McLay Developments Limited, prepared by Keatley Surveying Ltd., December 1, 2015 on part of Lots 14 and 15, Concession VII, Being Parts 1, 2 & 3, Plan 31R-3552, excepting Parts 1 & 2, Plan 31 R-4026, Geographical Township of Bidwell within the Town of Northeastern Manitoulin & the Islands, District of Manitoulin.

Further described as: (insert MPlan description)

## **SCHEDULE "B"**

### **Works to be Provided by the Owner**

1. PRIVATE ROAD
2. STORM DRAINAGE
3. ENHANCED SEWAGE TECHNOLOGIES
4. STREET LIGHTING AND UTILITY SERVICE

As set out in Schedule "I".

5. STREET SIGNS

Reflectorized aluminum street signs on square perforated steel/galvanized posts shall be installed at the location specified by the Town at the expense of the Owner.

6. ROUGH LOT GRADING

Rough lot grading shall be completed for all lots prior to acceptance of the works by the Town and the release of all security. Such grading may be completed in stages if approved by the Town. Nothing contained herein shall prevent the owner from stockpiling clean fill and/or topsoil on any lot so long as such storage does not interfere in any way with the drainage of water within the Subdivision.

**NOTE:** As constructed drawings of all installations shall be given to the Town (three copies) complete with types and fittings including all streetlight makes, etc. before assumption by the Town.

**SCHEDULE "C"**

**Estimated Cost of Work**

<b>Street Light:</b> installation of a 60 watt LED street light with a 10 foot arm and wiring at the corner of Red Lodge Road and Green Bay Shores Private Drive	\$4,000
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## **SCHEDULE "D"**

### **Financial Requirements**

Prior to the signing of this Agreement, the Developer shall pay to the Town the following deposit(s) and fee(s):

**1. PERFORMANCE BOND**

The Owner shall transfer ownership of Phase 2 of the draft plan, more specifically Lots 7-19 to the Town, The surety shall remain in place until the monitoring for Phase 1 enhanced sewage technologies is completed and the private road for Phase 2 is constructed to the Town's satisfaction and at such time the ownership of the surety shall be returned to the Owner.

**2. INSPECTION FEE**

The Owner shall pay Town Engineering Review and Inspection fees as may be incurred and as set out in this agreement.

The Owner shall reimburse the Town for all reasonable costs incurred by its staff for inspections, reviews, and administration of this development.

**3. DEPOSIT FOR ENHANCED SEWAGE TECHNOLOGY MONITORING**

The bond or other security of \$36,000, or \$6,000 per lot, to carry out monitoring on the enhanced sewage technology will be dealt with as noted in Clause 1.



## **SCHEDULE "E"**

### **Design Criteria and Specifications**

#### **1. Roads**

All roadways shall be constructed in accordance with the latest edition of the Ontario Provincial Standard Specifications and Drawings (OPSS and OPSD's), or in accordance with the requirements of the Town and in accordance with the approved drawings.

## **SCHEDULE "F"**

### **Drainage and Lot Grading Plan**

These restrictions shall run with and be binding upon the lands: The Owners, in respect to the herein described lands, shall maintain proper grades and levels thereon in accordance with the approved lot drainage pattern as submitted with individual building permit applications in order to ensure that no back yard, side yard, or front yard accumulation of storm water occurs on the land or neighbouring lands.

Future maintenance of drainage works, including SWM facilities, shall be completed by the Owner.

In the event that the Owners do not maintain the proper grades and levels herein referred to, or in the event that they impede any drained system or pattern on the herein described lands or neighbouring lands, they shall be responsible for the curing of any problems resulting thereto and costs arising out of same.

**SCHEDULE "G"**

**Plan of Subdivision**

(Insert plan of subdivision)

## **SCHEDULE "H"**

### **Easements and Land Dedications**

1. The Developer shall ensure that the Town receives a valid conveyance of the following lands:

The Owner shall transfer ownership of Phase 2 of the draft plan, more specifically Lots 7-19 to the Town free of all encumbrances to be held as a performance bond for Phase 1.

2. At such time as Phase 2 is permitted to proceed, the Owner shall provide unfettered ownership of ONE (1) lot in Phase 2 free of all encumbrances to the Town for parkland dedication.

## **SCHEDULE "I"**

### **Street Lighting and Utility Specifications**

#### **1. STREET LIGHTING**

The Owner agrees to install ONE (1) LED Streetlight to be located at the intersection of Red Lodge Road and the Private road.

#### **2. UTILITY SPECIFICATIONS**

Wiring for public utilities, to be installed in the area of the plan of subdivision herein shall be installed in accordance with specifications approved by the Town and the applicable utility.

## **SCHEDULE "J"**

### **Parkland Development Specifications**

1. The Owner shall provide ONE (1) lot from Phase 2 to the Town for parkland dedication at no cost to the Town.
2. The Owner shall not remove or disturb any of the existing vegetation or topsoil on dedicated parkland unless such removal or disturbance forms part of the remedial work approved by the Town. If the Owner disturbs the parkland, it must be reinstated to the satisfaction of the Town.
3. The Owner shall not use the dedicated parkland for parking or storage of equipment and materials or vehicles, or for disposal of snow or any other material without prior written approval from the Town.

## **SCHEDULE "K"**

### **Engineering Consultant/s)**

The following Consultant(s) will be engaged by the Owner to provide the professional engineering services for the subdivision on the lands described under Schedule "A":

#### Enhanced Sewage Monitoring:

Darryl M. Robins Consulting Inc.  
Darryl M. Robins, P.Eng., Civil – Environmental Engineer  
4844 Highway 6  
Miller Lake, ON N0H 1Z0  
[Drobins@dmrconsulting.ca](mailto:Drobins@dmrconsulting.ca)  
519-795-7094

## **Schedule "L"**

### **Private Road Joint Use and Maintenance Agreement**

The Private Road Joint Use and Maintenance Agreement contained herein shall be signed by each lot owner upon transfer of a lot and shall be binding upon all assigns and successors in title.

**WHEREAS**, Green Bay Shores Private Drive is a private road situated in the Town of Northeastern Manitoulin and the Islands, District of Manitoulin, Ontario, and

**WHEREAS**, the undersigned are the lot owners or users of the Roadway situated in the Town of Northeastern Manitoulin and the Islands, District of Manitoulin, Ontario, commonly known as Green Bay Shores Private Drive, and described as follows: (insert Property Description) Block ... on Plan M.....

**WHEREAS**, the parties desire to enter into an Agreement regarding the use of and costs of maintenance and improvements to Green Bay Shores Private Drive; and

**WHEREAS**, it is agreed that future lot owners or users will add their signatures to this document;

#### **NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. **Rights-of-Way.** The Owner agrees that it will grant limited interest rights-of-ways as may be required for access to lots in the subdivision to be registered in favour of those lots free and clear of all encumbrances.
2. **Vehicle and Pedestrian Access Easement.** The parties hereto agree that Green Bay Shores Private Drive shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all lot owners and their occupants, agents, employees, guests, services and emergency vehicles.
3. **Utility Easement.** The parties hereto agree that Green Bay Shores Private Drive shall be subject to a perpetual non-exclusive easement for the purposes of supplying public utilities above and below ground and the installation and maintenance of those utilities shall not be the responsibility of the Town.
4. **Responsible Party.** The Owner shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards. The Owner shall hold an annual meeting where all costs and activities shall be shared with all of the lot owners. A vote of the lot owners is required to agree with the proposed works. The lot owners shall establish the voting requirements for this process.
5. **Costs.** Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rated basis between the lot owners sharing access to the above-mentioned road. Costs shall be



approved by a majority vote of the lot owners. Each lot owner's share of costs incurred shall be an equal share amongst the 20 lots within the plan.

6. Prior to the development of Phase 2, while the Town owns Lots 7-19, the Owner will be responsible for that share of any maintenance costs.
7. **Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each lot owner. Annually, on or before a date as specified by the Owner, each lot owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Owner shall send each lot owner a two week notice of the annual payments due.
8. **Bank Account.** The Owner shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the herein affected lot owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.
9. **Maintenance.** The parties hereto shall be responsible for the maintenance and repair of Green Bay Shores Private Drive and road improvements will be undertaken by the lot owners from time to time whenever necessary to maintain Green Bay Shores Private Drive in good condition at all times and to ensure the provision of safe access by vehicles and in particular, emergency vehicles.
10. A majority vote of lot owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, lot owners will be notified by the Owner, cost estimates will be provided, and a majority agreement will be required. If any lot owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary, neither majority vote nor prior approval is necessary before making such improvements or undertaking such emergency repairs.
11. Should Green Bay Shores Private Drive fall into disrepair and/or be impassable to emergency service vehicles, the Town shall be released and relieved of all liability for failing to provide emergency services within the subdivision.
12. **Snow Plowing.** The Private Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 5 above. Individual driveway snow plowing, if desired, will be invoiced to the lot owners directly by the snow plow contractor.
13. **Parking.** No machinery, trailers, vehicles, or other property may be stored or parked upon Green Bay Shores Private Drive except for the short term parking of vehicles and there shall be no overnight parking.
14. **Liability.** The Owner and its successors, assigns and transferees agree to indemnify and save harmless the Town and all other public bodies of all responsibility for the design and

maintenance of Green Bay Shores Private Drive, including the liability for any use of the road or any alleged failure to provide emergency services or any other public services.

15. The Owner, its successors, assigns and transferees further release the Town from all claims, demands and causes of action arising in any way from Green Bay Shores Private Drive including use, operation, repair, non-repair, disrepair, plowing, failure to plow, salting and sanding of Green Bay Shores Private Drive.
16. The construction, improvement and/or maintenance costs of Green Bay Shores Private Drive shall not be the responsibility of the Town.
17. **No Obligation to Assume.** The Town will not assume the Private Road unless it has been built to municipal standards, and notwithstanding its construction to an acceptable municipal standard, the Town is under no obligation to assume ownership and/or responsibility for the maintenance of the Private Road.
18. **Signage.** The Owner shall post signs that advise users that Green Bay Shores Private Drive is private and shall also post any signage for speed and warning signs as appropriate and make it clear that the road is not maintained by the Town and that the users of the road shall do so at their own risk.
19. **Future Lots.** Any additional parcels gaining access to the Private Road will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 5 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new lot owners must also sign the agreement.
20. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
21. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
22. **Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners. Such changes shall then be approved by the Town through an amendment to this subdivision agreement.
23. **Enforcement.** This Agreement may be enforced by a majority of lot owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable legal fees and costs, if the party prevails.
24. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

**25. Notices.** Lot owners under the Agreement shall be notified by mail or in person. If an address of a lot owner is not known, a certified notice will be mailed to the address to which the lot owner's property tax bills are sent.

**26. Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

Signed,

\_\_\_\_\_  
<name>

\_\_\_\_\_  
<address>

\_\_\_\_\_  
<date>



## **Public Works Report September 21, 2021**

### **Roads**

**Beamish Construction completed 15.1 km of tar and chip on the roads**

**Staff ditching on Tamarack road**

**Roadside brushing is completed**

**Patching is ongoing**

**Several new water hookups completed**

**Several culverts changed out**

### **Landfill**

**All operations are going well**

**The cell has been excavated and we are working on the base**

### **Equipment**

**Caterpillar compactor is at Tormont Cat in Sudbury to get refurbished**



## Report to Community Services/Public Works – September 21, 2021

### **Rec Centre**

- Ice is in and being used
  - Panthers Skates and Tryouts started September 14
  - Skate Canada starts September 27
- New ice plant ran excellent
  - Shortened installation time
  - Improved ice quality
- Air conditioner replacements nearing completion
- Hosted Provincial Elections
  - Advance Polls Sept 10-13
  - Main Poll Sept 20

### **This Month**

- MHC – Field Hospital remains
- Drive Test
- A.A Meetings
- Indoor Pickleball has concluded for the season
- Manitoulin Panthers begin
- Skate Canada begin
- Little Current Flyers begin

### **Marine, Parks & Outdoor Buildings**

- Spider Bay is serving customers daily and on weekends.
  - All student staff have left for the year, only 2 remain.
  - Many boats have started to disappear for the winter.
- Town Docks have finished for the season.
  - Plans disassembly and winterizing will begin shortly.
- Outdoor building winterizing plans will begin.
- Staff are completing day to day maintenance tasks.
- Staff are completing end of season repairs.
- Inspecting play structures and parks regularly.



## **Building Control Report to September 14, 2021**

There have been 81 permits issued this year and 6 renewals. The permits are categorized as follows.

	Permits	Total
Residential – New	11	\$45,300.00
Residential – Additions & Renovations	13	\$7,738.00
Multi Residential – New	1	\$8,916.00
Seasonal Dwellings – New	3	\$4,200.00
Seasonal Dwellings – Additions & Renovations	4	\$5,572.00
Accessory Buildings – New	16	\$3,652.00
Detached Garages- New	10	\$5,374.00
Decks – New & Alterations	13	\$1,604.00
Commercial/Industrial New	2	\$4,737.00
Commercial/Industrial – Additions & Renovations	5	\$3,084.00
Demolition/Moving	3	\$150.00
Permit Renewals	6	\$300.00
Total	87	\$90,627.00
Permits Canceled/Refunded		\$-5400.00
Total		\$85,227.00

Eighteen permits, three new residential dwellings, two seasonal dwelling renovations, five new detached garages, five new accessory buildings, one new commercial, one demolition, and one deck permit have been issued since the last report. This report period has a construction value of **\$2,013,900.00** and a permit value of **\$24,481.00**. The total value of construction to date is **\$7,057,000.00** with a total building permit revenue of **\$85,227.00**.