

**Township of Wollaston
Special Meeting
Tuesday May 21, 2019
Upon adjournment of Committee of the Whole
Agenda**

1. Call to order

2. Declaration of Pecuniary Interest

3. Adopt Agenda

4. Items for discussion and motions

1. License agreement between the Township of Wollaston and Bear Ridge Resort Inc., Stranges Drywall Ltd., and N.J. Stranges Drywall and Construction Ltd.

5. Bylaws

1. By-law # 28-19 License Agreement
2. By-law # 29-19 Confirmation

6. Adjournment

Summary Report to Council

16 May 2019

Licence agreement for the use of Shore Road Allowance, Bear Ridge Resort Inc

Background

Bear Ridge Resort Inc requires use of the shore road allowance across from 563 The Ridge Road, for the purpose of beach and extended dock access relative to Bear Ridge campground water recreation activities.

A dock extension is restricted to the issuance of a building permit as per a Superior Court of Justice Order dated March 14, 2017. The Chief Building Official requires an agreement for use of the shore road allowance prior to issuing a building permit for the dock extension.

The municipality of Wollaston Twp. requires an agreement (Licence) to be approved for the use of the road allowance and the said licence provides for insurance, restrictions and duration of said use.

Summary of Process

February 2019... Discussed the dock/shore road allowance situation with Justin Harrow at county planning. He advised that the municipality should move forward with an agreement with Bear Ridge Resort Inc regarding the shore road allowance and dock extension.

I advised Bear Ridge

March 2019... Bear Ridge consultant provided a draft licence agreement for municipal review.

Draft agreement was forwarded to municipal lawyer for comments.

April 2019... Email communication with Chief Building Official (CBO) regarding his needs in issuing a building permit. He requires Crow Valley Conservation Authority (CVCA) and Ministry of Natural Resources and Forestry (MNRF) comments/sign off.

May 2019... Wollaston attorney reviewed the proposed agreement and provided additional conditions and additions relative to timelines, together with insurance requests.

Proposed agreement with revisions sent to Bear Ridge.

Bear Ridge attorney responds to the changes on the draft agreement.

Comments from CVCA and MNRF received and or from files forwarded to CBO. He is prepared to issue permit with council's approval of an agreement.

I contacted the municipal insurer and discussed expected coverage by the licensee and forwarded the information to Bear Ridge.

Bear Ridge provided the necessary insurance document.

Bear Ridge attorney further commented on this draft agreement.

I forwarded proposed agreement to Municipal lawyer for comments.

Municipal Lawyer returned proposed agreement providing total acceptance of the agreement and added some additional comments regarding insurance coverage documents from Bear Ridge.

I advised Bear Ridge of the insurance comments from Municipal Lawyer.

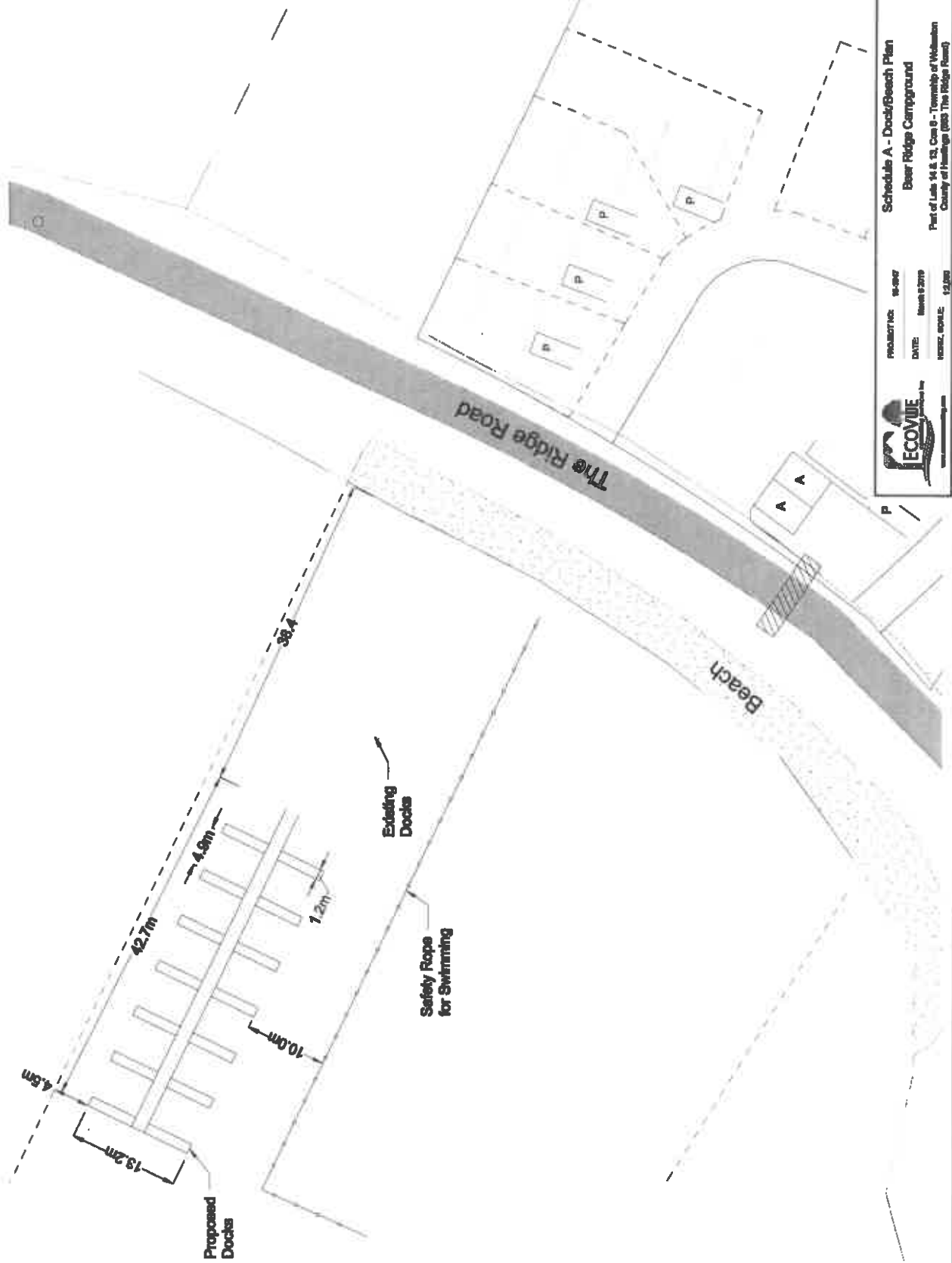
Received a call from Bear Ridge Insurer and discussed the comments from the municipal lawyer. She is sending comments and changes to the municipality today.

I now present the attached agreement (Licence) which has been agreed to by legal representation of both parties and an applicable bylaw for council review, comments and decision.

Barry Wannamaker



Wollaston Lake



PROJECT NO: 18-007
 DATE: March 2, 2019
 SCALE: 1:250

Schedule A - Docks/Beach Plan
Beaver Ridge Campground
 Part of Lots 14 & 12, Con B - Township of Wollaston
 County of Hastings (203 The Ridge Road)

Wollaston Township

From: Sharlene Richardson
Sent: February-03-15 10:25 AM
To: 'Wollaston Township'
Subject: RE: Docks?

Hi,

Your questions are never annoying! I'm glad you are asking us questions like this, it helps to make sure we're all on the same page. And yes, we do have a policy for docks.

If it is a floating, removable or cantilever dock we do not require a permit unless there is some sort of shoreline alteration proposed to anchor the dock. In most situations there is some sort of shoreline alteration, albeit very minor to keep the structure in place and we routinely issue permits for this kind of work.

If it is a floating dock out in the lake and is anchored to the lake bottom and doesn't touch the shoreline then we don't issue a permit for that, it's not doing anything to the shoreline and outside of our jurisdiction. As long as the structure meets minimum size requirements from DFO and MNR then the landowner won't need a permit from those agencies either.

If a new permanent dock is proposed, something on cribs, we do not allow that and won't issue a permit for it and we send the landowners to the MNR. I've seen the MNR allow docks and boathouses on cribs that people get very upset about, but it's out in the water and therefore outside of our jurisdiction. This is a tricky one though b/c in most situations a permanent structure will require some sort of shoreline alteration even if it's minor. A dock could be built on cribs two feet out from the shoreline but will still need to be accessed from the shoreline, so while we won't issue a permit for the structure a permit could be required for the access. And if we won't issue a permit for the structure the argument is then why would we issue a permit for the access, and conversely, if the MNR will issue a permit for the structure then why wouldn't we issue a permit for the access....It's a lovely conundrum that we are trying to sort out.

Essentially, if the structure is entirely out in the water with no shoreline alterations at all then we don't need a permit for it, but if there is any shoreline work then yes, a permit is required. I hope this helps a bit, please give me a shout if you want to chat more about it.

Cheers,
Sharlene.



Sharlene Richardson - Regulations Officer

Crowe Valley Conservation

70 Hughes Lane P.O. Box 416 Marmora, ON K0K 2M0

Tel: 613-472-3137 Fax: 613-472-5516

Any maps/screen shots provided in emails are produced by Crowe Valley Conservation Authority with data supplied under licence by the Ontario Geospatial Data Exchange and local County data. These maps/screen shots have been created for demonstrative purposes only and are not to be used as an official source of data.

From: Wollaston Township [mailto:wollaston@bellnet.ca]
Sent: February-02-15 4:09 PM

Ontario
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE *McNANARA*) , THE *14*
DAY OF *MARCH*, 2017

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

Applicant

- and -

**BEAR RIDGE RESORT INC., JASON SIMON MORRISON
AND TRACI ELIZABETH MORRISON**

Respondents

ORDER

ON READING the Consent of the Respondents, filed, counsel for the Applicant appearing on behalf of the parties this day at Belleville, Ontario,

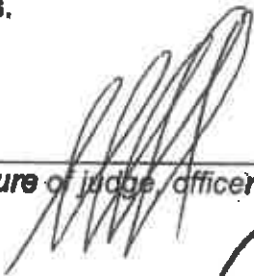
1. **THIS COURT ORDERS** that the Respondents may install the dock that was existing at the time Zoning By-law 10-15 of The Corporation of the Township of Wollaston was passed, specifically the dock that extends approximately 37 metres into Wollaston Lake.

2. **THIS COURT FURTHER ORDERS** that the Respondents shall not install, construct or place a dock extension in Wollaston Lake until such time as the Respondents obtain a Building Permit from the Chief Building Official of The



Corporation of the Township of Wollaston, if applicable, or as otherwise mutually agreed upon by the parties.

3. **THERE SHALL BE** no order as to costs.



(Signature of judge, officer or registrar)

6.5.5



Barry Wannamaker

Bear Ridge, Wollaston Township

Harris, Trevor (MNRF)

To: Barry Wannamaker

Cc: Frank Mills

Wed, Apr 24, 2019 at 10:28 AM

, "Dylinna (D) Brock"

Good Morning Barry,

Thank you for contacting me and providing the sketch of the proposed dock expansion. Below is a summary of MNRF's current rules regarding docks:

In some cases a work permit may be required for docks, e.g. when the structure is in physical contact with more than 15 square meters of shore lands. See link below for more information about work permit requirements under the Public Lands Act:

<https://www.ontario.ca/page/crown-land-work-permits>

Also a dock is permitted to occupy Crown lake bed, without a site specific authorization from our office, if consistent with the following rules in section 13 of Ontario Regulation 161/17 under the Public Lands Act. Based on known/available information this dock appears to be consistent with these rules:

O. Reg. 161/17:

Waterfront structures

13. A person is authorized to occupy public lands under section 21.1 of the Act for the purpose of erecting, placing or using a waterfront structure near or partially on waterfront property only if the following conditions are met:

- 1. The person owns or occupies the waterfront property.**
- 2. The waterfront structure is secured or affixed to, or is attached to a dock that is secured or affixed to,**
 - i. the waterfront property, or**
 - ii. the unopened road allowance or the strip of public lands that separates the waterfront property from the lake, river, stream or pond, at a location that, if the sidelines of the waterfront property were extended in a straight line to the water's edge, lies between those extended sidelines.**
- 3. In the case of a waterfront structure that is secured or affixed to, or is attached to a dock that is secured or affixed to an unopened road allowance over which the public has a right of passage, the waterfront structure or dock must be secured or affixed to the unopened road allowance in a manner that does not obstruct or interfere with the right of passage.**
- 4. The person does not charge a fee to any other person for use of the waterfront structure.**
- 5. In the case of a waterfront structure that is a shade structure such as a gazebo, canopy or pergola, the structure is not equipped or used for purposes of overnight accommodation.**

Approval would be required from our office when docks would be used for Commercial Marina purposes, which would involve charging fees for use of dock space to persons that are not occupants of the abutting trailer park property (i.e. waterfront property as defined in O. Reg. 161/17).

Other agencies may also have rules regarding docks, including the following:

Fisheries and Oceans Canada: <http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>

Crowe Valley Conservation Authority: <http://www.crowevalley.com/general-information/>

Also municipal decisions will need to be consistent with the policy direction of the Provincial Policy Statement 2014 (PPS), as well as the Official Plan, zoning by-laws, etc. which support the PPS.

Please let me know if you require anything further.

Regards,

Trevor

Trevor Harris

A/District Planner

Bancroft District, Ministry of Natural Resources and Forestry

LICENSE AGREEMENT

THIS AGREEMENT made this day of May, 2019

B E T W E E N:

**JASON SIMON MORRISON AND TRACI ELIZABETH MORRISON
AND BEAR RIDGE RESORT INC.
(Hereinafter called the "Licensees")**

Parties of the FIRST PART

-and-

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON
(Hereinafter called the "Township")**

Party of the SECOND PART

-and-

**STRANGES DRYWALL LIMITED and
N.J. STRANGES DRYWALL & CONSTRUCTION LTD.
(Hereinafter called the "Mortgagees")**

Parties of the THIRD PART

WHEREAS Jason Simon Morrison and Traci Elizabeth Morrison are the registered owners of the property bearing the civic number 563 The Ridge Road, described as Part of Lots 13 and 14, Concession 6, in the Township of Wollaston, in the County of Hastings (hereinafter called the "Subject Lands");

AND WHEREAS Jason Simon Morrison and Traci Elizabeth Morrison carry on the business of a recreational campground on the Subject Lands through their company Bear Ridge Resort Inc.;

AND WHEREAS the Township is the owner of the shore road allowance between Wollaston Lake, the Ridge Road and the Subject Lands (hereinafter called the "Road Allowance");

AND WHEREAS the Licensees desire access to the shoreline of Wollaston Lake via the Road Allowance to serve as waterfront access for the Subject Lands and the operations of Bear Ridge Resort Inc., including access to docks and use of a beach;

AND WHEREAS the Township has agreed to grant the Licensees permission to use the Road Allowance on the terms and conditions hereinafter set out;

NOW THEREFORE in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto) parties hereto agree as follows:

1. In consideration of the covenants hereinafter contained on the part of the Licensees, the Township hereby grants to the Licensees the non-exclusive right, in the form of a license, to use that portion of the Road Allowance as depicted on Schedule A hereto for the purpose of waterfront access to Wollaston Lake for the operations of Bear Ridge Resort Inc., including access to docks and use of a beach (the "Licence").
2. The term of the Licence shall be for ten (10) years from the date of execution of this Agreement by all parties.
3. The Licensees maintain the right, at the Licensees' discretion, to renew the Licence for an additional ten (10) year term provided that the Licensees shall exercise the right to renewal within six (6) months of the expiry of the initial term.
4. Notwithstanding Sections 2 and 3 of this Agreement, the Township may terminate the Licence if:
 - a. on fifteen (15) days' written notice of a breach of this Agreement, the Licensees fail to remedy the breach to the satisfaction of the Township;
 - b. the Township requires the use of the Road Allowance or when it is in the public interest, provided that the Township shall provide the Licensees with six (6) months' written notice of termination.
5. Notwithstanding Section 2 of this Agreement, the Township and the Licensees may cancel the Licence at any time upon their written mutual consent.
6. The Licensees specifically acknowledge and agree that the Township is under no obligation to repair, improve or maintain the untravelled portion of the Road Allowance or any part thereof.
7. The Licensees specifically acknowledge and agree that no legal title or leasehold interest in the Road Allowance shall be deemed or construed to have been created or vested in the Licensees in relation to this Agreement.
8. The Licensees shall at all times during the term of the Licence maintain at their expense in good operating order to the satisfaction of the Township:

- a. the existing dock extending approximately 38.4m from the shoreline of Wollaston Lake;
- b. any permitted extensions to the existing dock; and
- c. the beach area;

all as depicted on Schedule A hereto.

9. In the event that the Licensees wish to make any improvements to the untravelled portion of the Road Allowance, the prior written permission of the Township must be obtained.
10. If any damage to the Road Allowance occurs as a result of the use of the Road Allowance by the Licensees or their employees, agents, servants, workmen, invitees or customers, the Licensees shall repair and restore the Road Allowance to the satisfaction of the Township.
11. The Licensees hereby covenant and agree to indemnify and save harmless the Township from and against all actions, causes of action, losses, liens, damages, suits, judgements, awards, claims and demands whatsoever, whether the same shall be with or without merit and from all costs which the Township may be put in defending or settling demands, which may arise either directly or indirectly, by reason of, or as a consequence of or in any way related to the use of the Road Allowance by the Licensees or any of their employees, agents, servants, workmen, invitees or customers.
12. The Licensees covenant and agree to maintain a liability insurance policy or policies satisfactory to the Township in the minimum amount of five million dollars (\$5,000,000). The Licensees shall pay any and all deductibles with respect to any claim arising thereunder. Such policy(ies) of insurance shall name the Township as an additional insured and specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Township. A certified copy of such policy or satisfactory certificate in lieu thereof shall to be delivered to the Township prior to the execution of this Agreement by the Township and shall from time to time, at the request of the Township, furnish proof to the Township that all premiums for such policy have been paid and that the insurance continues in full force and effect. The policy(ies) of insurance shall be endorsed to provide that the policy(ies) will not be altered, cancelled or allowed to lapse without sixty (60) days' written notice to the Township.
13. The Licensees and the Mortgagees hereby consent to the registration of this Agreement on the title to the Subject Lands.
14. The Licensees shall not transfer or assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Township.

15. The Mortgagees agree that, in the event that they or either of them transfer any interest in the Subject Lands or any part thereof pursuant to their mortgage security, the title to the Subject Lands shall continue to be subject to the terms and provisions of this License Agreement and the Mortgagees covenant with the Township to obtain a written acknowledgement from the subsequent transferee that the said transferee will be bound by the terms and provisions of this Agreement as if the transferee had executed this Agreement. In the event that the Mortgagees or either of them becomes a mortgagee in possession of the Subject Lands or any part thereof, or obtains the equity of redemption in the Subject Lands or any part thereof, then the Mortgagees acknowledge and agree that they shall be bound by and shall comply with the obligations of the Licensee as set out in this Agreement.

16. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by mail, addressed to such other party or delivered to such other party as follows:

to the Licensees: c/o Jason and Traci Morrison
Bear Ridge Campground and Cottages
563 The Ridge Road
Coe Hill, ON K0L 1P0

to the Township: The Township of Wollaston
90 Wollaston Lake Road,
Coe Hill, ON K0L 1P0
Attn: Clerk

to the Mortgagees:

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof.

17. The failure of the Township to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Township may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.

18. If any term or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

19. This Agreement shall and to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title and permitted assigns.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
)
)
) Traci Elizabeth Morrison
)
)
) Jason Simon Morrison
)
)
) **BEAR RIDGE RESORT INC.**
)
)
)
) Per:
)
) I have the authority to bind the corporation
)
) **THE TOWNSHIP OF WOLLASTON**
)
)
) Per: , Reeve
)
)
) Per: , Clerk

) **STRANGES DRYWALL LIMITED**

)

)

)

) _____
) Per:

)

) I have the authority to bind the corporation

)

)

)

) **N.J. STRANGES DRYWALL &
) CONSTRUCTION LTD.**

)

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)

) _____
) Per:

)

) I have the authority to bind the corporation

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The Corporation of the Township of Wollaston
By-Law No. 28-19

A By-Law to authorize an agreement between
the Township of Wollaston and Jason S. Morrison, Traci E. Morrison, Bear Ridge Resort
Inc., Stranges Drywall Ltd., and N.J Stranges Drywall and Construction Ltd.

WHEREAS Section 9 of the Municipal Act 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS it is the desire of the Corporation of the Township of Wollaston to enter into an agreement with Jason S. Morrison, Traci E. Morrison, Bear Ridge Resort Inc., Stranges Drywall Ltd., and N.J Stranges Drywall and Construction Ltd. for access to the shoreline of Wollaston Lake via the shore road allowance,

AND FURTHER to allow a building permit for a dock extension to hereby be issued as per Superior Court of Justice order dated March 14th 2017.

NOW THEREFORE the Council of the Corporation of the Township of Wollaston enacts as follows:

1. That the Reeve and Clerk are hereby authorized to sign an agreement with Jason S. Morrison, Traci E. Morrison, Bear Ridge Resort Inc., Stranges Drywall Ltd., and N.J Stranges Drywall and Construction Ltd. for access to the shore line of Wollaston Lake via the shore road allowance.
2. That the agreement referred to herein shall be attached to and form part of this by-law.

Passed this 21st day of May, 2019

Barbara Shaw
Reeve

Dylinna Brock
Clerk