

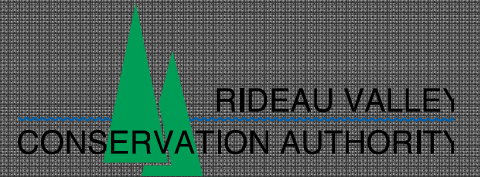
**TOWNSHIP OF SOUTH FRONTENAC
COMMITTEE OF THE WHOLE MEETING
AGENDA**

TIME: 7:00 PM,
DATE: Tuesday, June 13, 2017
PLACE: Council Chambers.

1. Call to Order
2. Declaration of pecuniary interest and the general nature thereof
3. Scheduled Closed Session - n/a
4. ***Recess*** - n/a
5. Delegations
 - (a) Sommer Casgrain-Robertson, General Manager, RVCA, re: 2016 Accomplishments 3 - 6
 - (b) Heidi Conarroe, re: Building Permit Relief
 - (c) Philippe Archambault, re: Traffic Calming Request - Silverwood Drive
 - (d) Jevon Austin, re; Traffic Calming Request - Silverwood Drive
 - (e) Chris Wilcock, re: Traffic Calming Request - Silverwood Drive
 - (f) Kent Labbett, re: Traffic Calming Opposition - Silverwood Drive
6. Reports Requiring Action
 - (a) Mark Segsworth, Public Works Manager, re: Process for Assumption of Non-Subdivision Roads 7 - 8
 - (b) Forbes Symon, Manager of Development Services, re: Encroachment Agreement-Holiday Manor, Battersea 9 - 13
 - (c) Forbes Symon, Manager of Development Services, re: Request for Licence Agreement for Access to West Part of Lot 13, Concession 9, Bedford District - Doug Amey 14
 - (d) Forbes Symon, Manager of Development Services, re: Outdoor Solid Fuel Burning Appliance By-law 15 - 19
 - (e) Forbes Symon, Manager of Development Services, re: Cranberry Cove Condominium Agreement & Release of Municipal Conditions 20 - 41
7. Reports for Information
 - (a) Update on Bedford Road Open House 42
 - (b) New County Public Meeting Process 43 - 48
8. Rise & Report

- (a) Cataraqui Region Conservation Authority
- (b) Quinte Region Conservation Authority
- (c) Rideau Valley Conservation Authority
- 9. Information Items
 - (a) Paul O'Grady, Manager, Canada Post, re: Adjustment of Business Hours - Verona Post Office 49
 - (b) AMO Needs Your Attention and Assistance - Three Critical Matters 50
- 10. Notice of Motions
- 11. Announcements
- 12. Question of Clarity (from the public on outcome of agenda items)
- 13. Closed Session (if requested)
- 14. Adjournment

2017



RVCA Presentation

South Frontenac Committee of the Whole – June 13, 2017



Highlights from 2016



- **Watershed Monitoring & Reporting**
- **Protecting People & Property from Natural Hazards**
- **Sustainable Development**
- **Watershed Restoration & Enhancement**
- **Conservation Lands & Education**

Looking Ahead to 2017

New Strategic Plan:

1. Develop and share watershed knowledge that advances decision making and leads to on-the-ground action
2. Protect, restore and enhance watershed health and safeguard people and property from natural hazards
3. Increase watershed awareness and appreciation and inspire action in others
4. Operate a sustainable, well-managed, service-driven organization fueled by engaged employees



Thank You!

Thank you for 50 years of
conservation partnership.
We look forward to another 50!





REPORT TO COMMITTEE OF THE WHOLE

PUBLIC WORKS



AGENDA DATE: June 13, 2017

SUBJECT: Process for Assumption of Non-Subdivision Roads

RECOMMENDATIONS

That Council adopt the criteria outlined in Report to the Committee of the Whole dated June 13, 2017 for Assumption of Non-Subdivision Roads.

BACKGROUND

The issue arises from time to time as to the process whereby the Township assumes the responsibility for the maintenance of Township owned ROW's that are traversed by private lanes.

To date, the response to these inquiries has been that if the various Lane Associations or individuals are prepared to build up the relevant sections within the Township owned ROW to Township approved standards, then Council would consider assumption.

The Public Services Committee has initiated a formalized process for assumption of lanes on both Township owned and non-Township owned ROW's. If the following criteria are met then the Township of South Frontenac WILL assume the applicable sections of road:

CRITERIA

- ROW to be built to Public Roads Standards. (attached)
- Section to be assumed must be connected to a public road and continuous.
- The entire private lane must be assumable.
- For sections of private lanes that fall within non-Township owned ROW's, the property owners must be prepared to transfer ownership, at no cost, to the Township.
- More than 50% of abutting property owners must be in favour of assumption by the Township.
- In addition to approved public road standards, asphalt surface is required in plans of subdivisions and hamlets.
- Sidewalk requirements in hamlets on cul-de-sacs generally greater than 150 m in length.
- Turn around required at end of ROW.

FINANCIAL IMPLICATIONS

Based on the approved 2017 Operating Budget, road maintenance is estimated to cost, on average, approximately \$5,000 per centerline kilometer. It must be recognized that all public roads within South Frontenac are Township owned so the figure of 800 centerline kilometer includes everything from arterial roads, which cost significantly more to maintain, to dead end gravel roads.

ATTACHMENT

Roads and Lane Standard Cross-Section Policy

Submitted/approved by:

Mark Segsworth, P. Eng.
Public Works Manager

Township of South Frontenac Road and Lane Standard Cross-Section Policy

ITEM	PUBLIC ROAD	PRIVATE LANE
Right of Way Width	20.0m (66 ft)	20.0m (66 ft)
Height of Clearance	5.0m (16 ft)	5.0m (16 ft)
Width of Clearance	11.0m (36 ft)	9.0m (30 ft)
Surface Width	7.0m (23 ft)	4.5m (15 ft)
Surface Material	Per Table Below	Crushed Stone
Depth of Granular Material, Minimum	(150 mm) 6" of Granular A (300 mm) 12" of Granular B	(100 mm) 4" of Granular A (150 mm) 6" of Granular B
Shoulder, Including Rounding	1.0m (3 ft)	Nil
Crown, Minimum	2%	1%
Cross Culvert, Minimum	400mm (16 Inches)	400mm (16 Inches)
Culvert Material	CSP/HDPE	CSP/HDPE
Maximum Grade	10% (1:10)	12% (1:8)
Geometrics	TAC Standards	Safe Passage of Emergency Vehicles
Ditches, Minimum Depth from Crown to Bottom of Ditch	0.6m (2.0 ft)	0.3m (1.0 ft)

Embankment Protection (edge of surface drop-off) required for side slopes greater than 3:1 and depths of fill greater than 3 meters (MTO Safety Manual)

Traffic Volume	Surface Type	Minimum Depth
<200	Crushed Gravel	375 mm (15 inches)
200-1000	Double Surface Treatment	N/A
>1000	Asphalt	As per Development Guidelines

CSP: Corrugated Steel Pipe

HDPE: High Density Polyethylene (Double Wall)

TAC: Transportation Association of Canada

April, 2016

<p>Note: Public Road Cross-Section does not apply to New Sub-Divisions. Please refer to Design Criteria and Standards.</p>



**REPORT TO COMMITTEE OF
WHOLE
DEVELOPMENT SERVICES**



AGENDA DATE: June 13, 2017

**SUBJECT: Encroachment Agreement - 5208 Battersea Road,
District of Storrington**

RECOMMENDATION

That Committee forward the draft authorizing by-law and related encroachment agreement to Council for consideration.

BACKGROUND

Through the course of considering a request from the owners of the Holiday Country Manor at 5208 Battersea Road for an outdoor licenced patio, a historic encroachment into the municipal road allowance came to light. With the request for an outdoor licenced patio in the general area of the encroachment, it was felt that the best course of action for both the Township and property owners was to formally recognize the encroachment through by-law and agreement.

The draft by-law and related encroachment agreement was presented to the Development Services Committee at its May 31st meeting. The Development Services Committee found the by-law and agreement to be generally acceptable and recommended the matter be forwarded to Committee of Whole for further consideration.

The encroachment agreement is in a standard form and requires the removal of the encroachment upon 120 day notice by the Township should there be an identified public need for the lands.

There is no statutory requirement for Council to hold a public meeting on the by-law prior to bring it into force and effect.

FINANCIAL and STAFFING CONSIDERATIONS

There are no financial or staffing implications associated with this report beyond normal day to day service delivery.

ATTACHMENTS

Draft By-law acknowledging the encroachment and authorizing Mayor and Clerk to execute the encroachment agreement.

Draft encroachment agreement.

Submitted/approved by:
Wayne Orr, CAO

Prepared by:
Forbes Symon,
Manager of Development
Services

License Application Area - OUTDOOR					
AREA #	FLOOR LEVEL	Exact Location of licensed area	Indoor/ Out	Total Area	Est Capacity
1	GRD	Dining Room	In	500 sqft	42
2	GRD	Parlour 1	In	375 sqft	32
TOTAL INDOOR:				875 sqft	74
3	GRD	Verandah north	Out	473 sqft	36
4a	GRD	Lawn north	Out	196 sqft	17
4b	GRD	Lawn north	Out	266 sqft	23
TOTAL OUTDOOR:				935 sqft	76
TOTAL INDOOR+ OUTDOOR:				1810 sqft	150

WASHROOMS	TOILET	SINKS
Men's	2	3
Women's	3	3
Unisex	1	1
TOTAL	6	7



0. Ground Floor 1:200

LIQUOR LICENSE FLOOR PLAN - OUTDOOR SPACE - HOLIDAY COUNTRY MANOR

May 04, 2017_revised 1

SOUTH FRONTENAC TOWNSHIP

BY-LAW 2017-_____

BEING A BY-LAW TO AUTHORIZE THE ENCROACHMENT OF A PATIO ON THE ROAD ALLOWANCE THAT IS BATTERSEA ROAD ABUTTING 5208 BATTERSEA ROAD, DISTRICT OF STORRINGTON.

WHEREAS Section 11(2) of the Municipal Act 2003, c. 25 authorizes a municipality to pass by-laws respecting highways; and,

AND WHEREAS such jurisdiction includes allow any person owning or occupying a structure that is wholly or partially erected or constructed on any highway to maintain and use such structure thereon and to fix such annual charges that the Council considered reasonable for such an owner or occupant to pay for such a privilege;

AND WHEREAS the patio located on lands with the civic address of 5208 Battersea Road, District of Storrington, is located wholly or in part on the road allowance of Battersea Road;

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC, BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:

1. The patio feature which is proposed on 5208 Battersea Road may encroach into the road allowance of Battersea Road, but in no case shall it encroach further into the road allowance than the retaining wall existing at the date of the passage of this By-law;
2. An annual fee for this privilege is \$1.00;
3. A permit agreement shall be entered into between the property owner and the Township and attached to this By-law as Schedule "A";
4. If any structure which encroaches into the road allowance as of the date of this By-law taking effect are removed, they cannot be replaced within the road allowance, and no additional structures shall occur within the road allowance; and,
5. This by-law shall come into force and take effect on the date of its passage.

Dated at Sydenham this _____ day of _____, 2017

Read a first and second time this _____ day of _____, 2017.

Read a third time and finally passed this _____ day of _____ 2017.

**The Corporation of the
Township of South Frontenac**

Mayor Ron Vandewal

**Wayne Orr
Chief Administrative Officer**

SCHEDULE "A"
TOWNSHIP OF SOUTH FRONTENAC
BOX 100, 4432 GEORGE STREET
SYDENHAM, ON K0H 2T0
PERMIT FOR ENCROACHMENT

Date: _____
Licensee: **Jeff Day & Core Lee**
Licensor: **Township of South Frontenac**
Location: **5208 Battersea Road, District of Storrington**

The Licensee hereby agrees to the following conditions for the encroachment permit for a patio to occupy part of the Battersea Road (Main Street on Survey) road allowance, as shown on the attached Schedule "B" as Subject Lands, and agrees to comply with the conditions of By-law No 2017-_____, being a By-law to authorize the encroachment of a patio on the road allowance that is Battersea road abutting 5208 Battersea road, District of Storrington.

We hereby covenant and agree for ourselves, heirs, executors and assigns:

1. To indemnify and keep indemnified the Licensor against all actions, suits, claims and demands which may be brought or made against the Licensor, and against all loss, costs, damages, charges or expenses whatever which may be sustained, incurred or paid by the Licensor in consequences of the above-mentioned encroachment, and the Licensee hereby grants to the Licensor full power and authority to settle any such action, suit, claim or demand on such terms as the Licensor deems appropriate;
2. To pay to the Licensor on demand all moneys paid by it in pursuance of any such settlement and also such sums as shall represent the reasonable costs of the Licensor or it Solicitor in defending or settling any such action, suit, claim or demand, and this agreement shall not be alleged as a defense by the Licensee in any action by any person for actual damage suffered by reason of the permission hereby granted to maintain the above-mentioned encroachment;
3. That if in the opinion of the Licensor, there is a need for development or use of the road allowance by the Licensor, and if the existing encroachment is deemed to interfere with such development or use, the owner shall remove the encroaching patio from the road allowance, subject to a 120 day notice period; and,
4. That if any structures which encroaches into the road allowance as of the date of this By-law taking effect are removed, they cannot be replaced within the road allowance, and no additional structures shall occur within the road allowance.
5. That this agreement is non-transferable and is only assigned to the owners of the property at the date of the execution of the agreement.

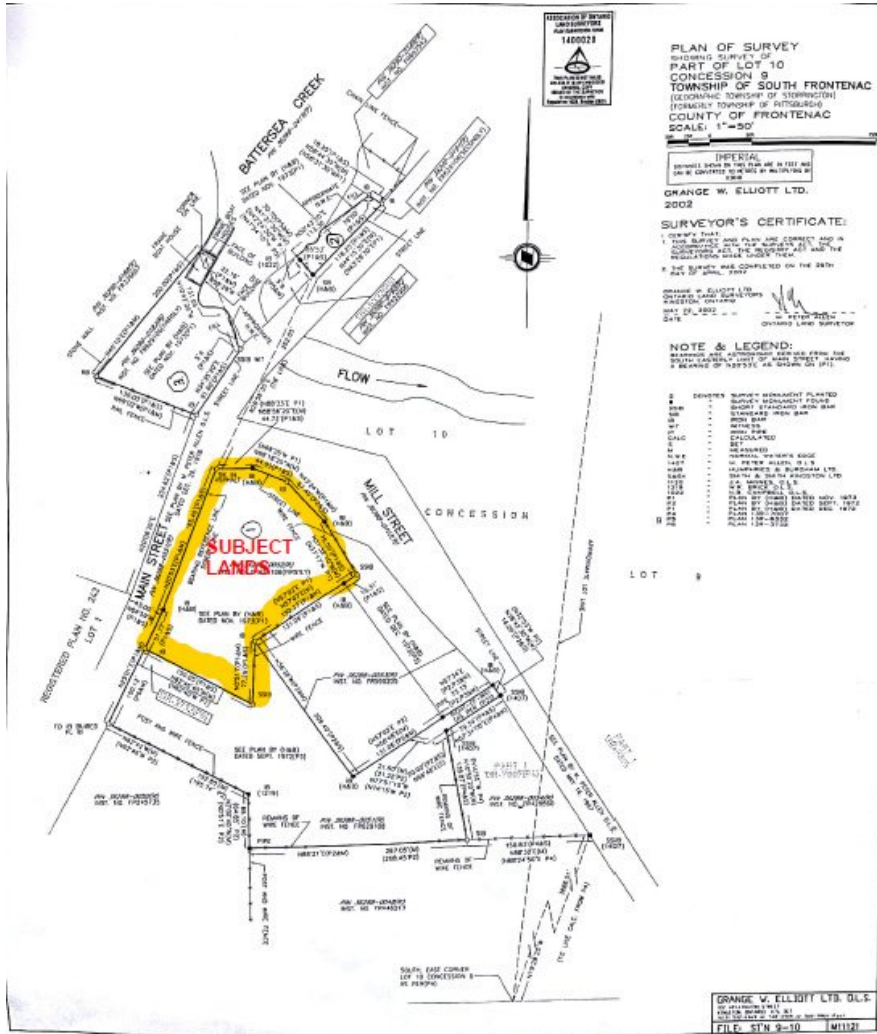
Owner }
 } _____
 } **Witness**
 }

Owner

Ron Vandewal, Mayor

Wayne Orr, CAO

SCHEDULE "B" SURVEY OF 5208 Battersea Road, District of Storrington





REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



AGENDA DATE: June 13, 2017

SUBJECT: Request for Licence Agreement for Access to West Pt Lot 13, Con 9, Bedford District – Doug Amey

RECOMMENDATION

That the Committee maintain its stated position from September 25th, 2012.

BACKGROUND

Mr. Doug Amey, owner of West Part of Lot 13, Concession 9, Bedford District, has resubmitted a request for leasing of the road allowance between Lot 15/16 from Canoe Lake Road to the junction between Concession 8 and 9. His requests reads as follows: "I would be interested in leasing the road allowance between lots 15 & 16 from Canoe Lake road, to the junction or intersection of concessions 8 & 9. I access lot 13, concession 9 via this route. This would be in order to trim and maintain the access to my property."

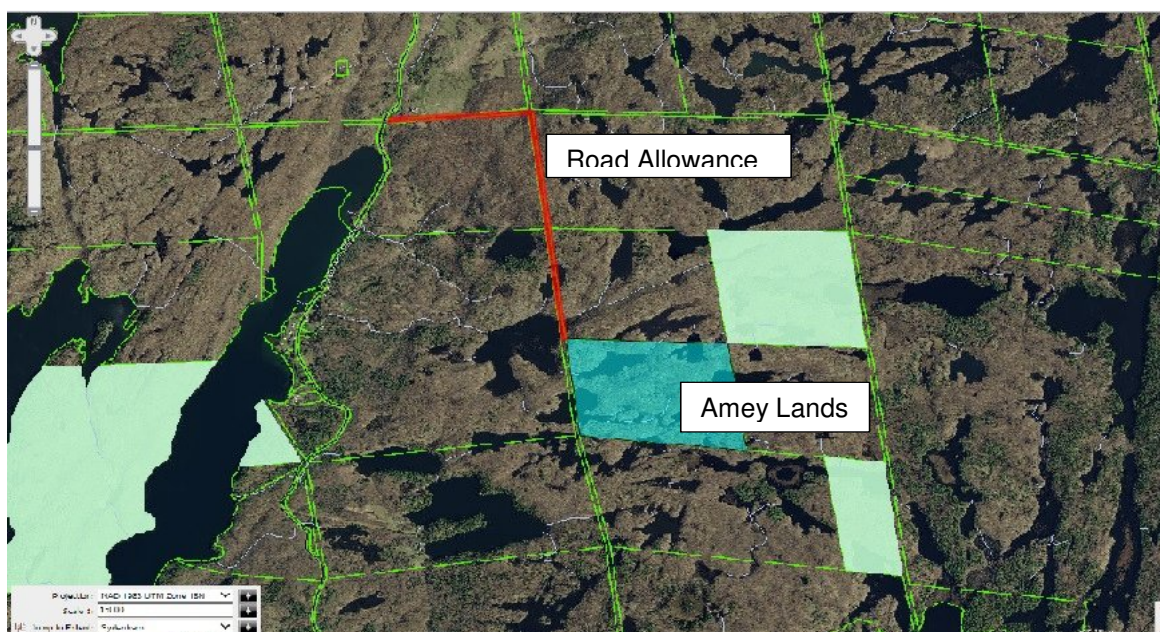
This matter has been before the Committee on numerous occasions in in various forms. This most recent request is similar to the original request presented to Committee of Whole September 25th, 2012. At that time the direction was that permission would not be granted to cut trees on the municipal unopened road allowance and further that Council would not support improving the unopened road allowance. Mr. Amey was allowed to continue to make use of the road allowance to access his property on the established trails on the road allowance.

It is worth noting that there are no surveys of the unopened road allowance and it is difficult to distinguish between unopened road allowance and private property. There appears to be two small wetlands that the road allowance goes over.

FINANCIAL and STAFFING CONSIDERATIONS

There are no financial or staffing implications associated with this report.

ATTACHMENTS



Submitted/approved by:
Wayne Orr, CAO

Prepared by:
Forbes Symon, Manager of
Development Services



REPORT TO COMMITTEE OF WHOLE

DEVELOPMENT SERVICES



AGENDA DATE: June 13, 2017

SUBJECT: Outdoor Solid Fuel Burning Appliance By-law

RECOMMENDATION

That Committee receive the report on a draft by-law to regulate outdoor solid fuel burning appliances and direct staff to schedule a public meeting to hear comments on the draft by-law.

BACKGROUND

The matter of regulating outdoor solid fuel burning appliances (OSFBA) was brought before the Committee of Whole at the March 14, 2017 meeting. At that time the matter was referred to Corporate Services Committee for further discussion and consideration. A revised discussion draft by-law was presented at the Corporate Services Committee meeting of May 2, 2017. At that time there was several constructive suggestions made which required further consideration by staff. As well, the matter was referred to the newly created Development Services Committee for further consideration.

At the May 31 Development Services Committee meeting a revised discussion draft of the by-law was presented. The key elements of the by-law presented included:

- Distinction between different types of OSFBA certification – those which are certified as being low particulate matter emitters and those which are certified based on conventional emissions.
- Restrictions on where OSFBA may be located on a lot – side and rear yard only, distances from neighbouring dwellings.
- Prohibiting OSFBAs in settlement areas (hamlets, villages, registered plans of subdivision and condominiums)
- Prohibiting OSFBAs from being used for the incineration of waste.
- Generally limiting operation of OSFBA to October 1st to May 1st.
- Grandfathering existing OSFBA but requiring replacement units to comply with by-law.
- Requiring building permits for new OSFBAs.
- Statement which gives Council authority to take action against any OSFBA which is deemed by Council to be a public nuisance.

The intent of the OSFBA By-law is to regulate the location of such heating appliances in order to minimize the negative impact that they may have on the use and enjoyment of neighbouring properties. The draft by-law assumes its authority under Municipal Act and Council's ability to regulate public nuisances.

The Development Services Committee felt that the draft by-law was generally acceptable and recommended it come back before the Committee of Whole for further deliberation.

There is no statutory requirement for Council to hold a public meeting on the by-law prior to bring it into force and effect. However, Council may wish to hold such a meeting in order to hear any comments from the public.

FINANCIAL and STAFFING CONSIDERATIONS

There are no financial or staffing implications associated with this report beyond normal day to day service delivery.



REPORT TO COMMITTEE OF
WHOLE
DEVELOPMENT SERVICES



As with all By-laws there may be costs associated with the enforcement, including prosecution for failure to comply or, as is the case with this by-law, a matter deemed to be a public nuisance.

ATTACHMENTS

Draft By-law Regulating Outdoor Solid Fuel Burning Appliances.

Submitted/approved by:
Wayne Orr, CAO

Prepared by:
Forbes Symon,
Manager of Development
Services

SOUTH FRONTENAC TOWNSHIP

BY-LAW 2017-_____

**A BY-LAW TO REGULATE OUTDOOR SOLID FUEL BURNING APPLIANCES,
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001.**

WHEREAS the Municipal Act 2001 authorizes Councils to pass by-laws on matters related to regulating public nuisances;

AND WHEREAS outdoor solid fuel burning appliances have the potential to be a public nuisance;

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC, BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:

1. Definitions:

- a. "PM Certified" when referring to an outdoor solid fuel burning appliance shall mean an appliance which has been proven to meet "particulate matter emissions standards" set by the US Environmental Protection Agency (EPA) (Title 40, Part 60, Subpart AAA Standards of Performance for New Residential Wood Heaters) or equivalent standards set by the Canadian Standards Association (CSA) (B415.1 Performance Testing of Solid-Fuel-Burning Heating Appliances). An outdoor solid fuel burning appliance shall be deemed certified and in compliance with these standards when the manufacturer or importer of the appliance has been issued a certification of compliance or approval by the US EPA or the CSA and the appliance bears the mark of conformity with the noted standards.
- b. "lot" shall mean a parcel of land or contiguous parcels of land which is described in a deed or other document legally capable of conveying an interest in land and which deed is on record in the Registry Office or Land Titles Office; or shall mean a parcel land shown as a lot or block on a Registered Plan of Subdivision, but a Registered Plan of Subdivision for the purposes of this paragraph does not include a Registered Plan of Subdivision which has been deemed not to be a Registered Plan of Subdivision under a By-Law passed pursuant to Section 50.4 of The Planning Act, as amended from time to time.
- c. "outdoor solid fuel burning appliance" (OSFBA) means a solid fuel burning appliance, which is designed and intended for the space heating of buildings, through the heating of water or air and which is housed or situated in an out-building or otherwise physically separated from the building to which it serves. All such appliances shall be certified by CSA but not necessarily "PM certified".
- d. "solid fuel" means biomass fuels such as dry seasoned wood, wood chips, sawdust, peat logs, wood and paper pellets, and kernel corn. The term "solid fuel" does not include coal.
- e. "waste" shall mean any material defined as waste in the Ontario Environmental Protection Act, as amended, examples of which would include garbage, plastics, treated or painted wood, demolition debris, rubber or unseasoned wood products.

2. This By-law applies to all lands within the geographic limits of the Township of South Frontenac.
3. An OSFBA shall be located on a lot in accordance with the following setbacks:
 - a. Shall not be permitted in a front yard or exterior side yard as defined in the Township of South Frontenac Comprehensive Zoning By-law;
 - b. Shall meet the minimum side and rear yard setback provisions for the principal building of the zone in which the property is located as defined in the Township of South Frontenac Comprehensive Zoning By-law;
 - c. A PM Certified OSFBA shall not be closer than 40 m (150 feet) to a residential dwelling on a neighbouring property;
 - d. A non-PM Certified OSFBA shall not be closer than 80 m (250 feet) to a residential dwelling on a neighbouring property.
4. Notwithstanding the provisions of Clause 3 an OSFBA shall not be permitted within the boundaries of a "Settlement Area" (i.e. hamlet or village) as identified in the South Frontenac Official Plan or on a lot which is located within a registered plan of subdivision.
5. Where OSFBA installations are otherwise permitted in this By-law, there shall not be more than one (1) permitted per lot, except where additional OSFBA serves a permitted accessory dwelling or agricultural building on lands which are used primarily for agricultural purposes.
6. The installation of OSFBA shall be in compliance with the Ontario Building Code, the Ontario Fire Code, the manufacturer's installation instructions and all other applicable law. This shall include the base and surrounding area on which the OSFBA is located and the chimney servicing the OSFBA.
7. No OSFBA shall be used for the incineration of waste and shall only burn dry seasoned wood or other similar solid fuel in accordance with manufacture's specifications.
8. This By-law shall not apply to any OSFBA which was in existence on the date of the passing of this By-law. When replacing an existing OSFBA the new unit shall meet the location requirements of this by-law.
9. No OFSBA shall unreasonably interfere with another individual's reasonable use and enjoyment of their property. If an OFSBA is deemed by Council to be a public nuisance, it shall take the necessary actions to rectify the situation, including but not limited to seeking injunctions restraining offending individuals from operating OFSBA.
10. Generally, OFSBA should not be operated between May 1st and October 1st except where there is unseasonably cold weather which requires space heating.
11. All new OSFBA shall require a building permit issued by the Municipality prior to installation. For the purpose of this By-law an OSFBA shall be deemed to be a "wood stove" in Table 1 of the Building By-law #2014-26.
12. Any person or persons who installs, uses or maintains an OSFBA in contravention of the provisions of this By-law are, upon conviction, guilty of an offence and subject to a penalty pursuant to the Provincial Offences Act.

13. All other by-laws, resolutions or action of Council that are not consistent with or which are contrary to the provisions of this by-law are hereby repealed.

14. This by-law shall come into force and take effect on _____, _____, 2017.

Dated at Sydenham this _____ day of _____, 2017

Read a first and second time this _____ day of _____, 2017.

Read a third time and finally passed this _____ day of _____ 2017.

**The Corporation of the
Township of South Frontenac**

Mayor Ron Vandewal

**Wayne Orr
Chief Administrative Officer**



REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



AGENDA DATE: June 13, 2017

DATE REPORT PREPARED: June 8, 2017

**SUBJECT: Condominium Agreement & Release of Municipal
Conditions of Draft Approval: Cranberry Cove Condominium**

RECOMMENDATION

The recommendation is that the Committee receive the Planning Report dated June 13, 2017 for information regarding clearance of conditions of draft plan approval and draft condominium agreement for the Cranberry Cove Plan of Condominium development in the district of Storrington and forward the matter to Council for further consideration.

BACKGROUND

As Council is aware, the Cranberry Cove Plan of Vacant Land Condominium, Storrington District, received draft plan approval from the County of Frontenac on July 16, 2014 (County Decision Attachment #1). The County decision identified 14 conditions which required clearance from the Township of South Frontenac prior to the County considering Final Condominium Approval.

The proposal was for a 13 unit residential Plan of Vacant Land Condominium on lands described as Part of Lot 26, Concession 10, Storrington District. The development covers 25.49 hectares of land to be accessed by private lanes off of Carrying Place Road. The property has frontage on Cranberry Lake. (Attachment 2)

The developer has been working with the Health Unit, Cataraqui Region Conservation Authority and the Township of South Frontenac to satisfy the conditions of Draft Approval. It now appears that the conditions have been largely satisfied, although some details are outstanding. Staff anticipate these details will be addressed within the next 5 business days.

The primary document through which the conditions are satisfied is a Condominium Agreement between the Township and the developer. This agreement identifies the detail reports, engineering plans, covenants and conditions through which the development may proceed. The Draft Condominium Agreement is now close to being finalized. Accordingly, it is appropriate for Committee to consider forwarding the matter to Council to authorize the Mayor and Clerk to enter into the Condominium Agreement and send notice to the County on the clearance of municipal conditions.

The following is staff's report on how the conditions have been satisfied. Highlighted conditions are still outstanding and requiring further clarification. It is anticipated that outstanding issues will be addressed in short order and that the draft subdivision agreement can be finalized.

The draft conditions are indented. Staff's assessment of how the condition is being satisfied is in bold text.



REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



Satisfying the Conditions of Draft Approval

1. Approved Draft Plan:

That this conditional approval applies to the Draft Plan of Vacant Land Condominium, dated 01/04/12, revised May 30, 2014 prepared and certified by Clancy and Hopkins Surveying Limited, OLS, which shows the following:

- 13 units for single detached dwellings (Units 1-13);
- 1 storage garage (Unit 14)
- 1 parking area (Unit 15)
- Three road blocks (Blocks 16-18)
- One common element open space block (Block 19)
- One easement block (Block 20)
- Two 0.3 m reserves (Blocks 21 & 22)

Satisfied. The final draft plan surveyed April 3, 2017 and signed May 25, 2017 and Reference Plan 13R-21517 includes all of the items identified in Condition #1 and is referenced in Schedule C of the Agreement.

2. Condominium Agreement:

That the owners of the subject land enter into a plan of vacant land condominium agreement with the municipality, prepared to the satisfaction of the municipality, to be registered on title of the subject land.

Satisfied. The draft vacant land condominium agreement has been prepared to the satisfaction of municipal staff and upon Council's approval shall be registered on the title of the subject lands as per clause #22 of the agreement.

3. Financial Requirements:

A. That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision/upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.

Satisfied. The draft vacant land condominium agreement clauses 2, 17 to 22, Schedule B and Schedule C address these matters.

B. That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.

Satisfied. The draft vacant land condominium agreement clauses 2 and 19 address these matters. All accounts shall be paid in full prior to execution of this agreement.

4. Access

A. That the road allowances included in this draft plan identified as Block 16 Common Element, 'Block 17 Common Element' and 'Block 18 Common Element' shall be shown and constructed to Township standards for new private lanes.

Satisfied. The draft vacant land condominium agreement clauses 1 and 2 and Schedule B 18 address these matters.



**REPORT TO COMMITTEE OF
WHOLE
DEVELOPMENT SERVICES**



B. That a portion of Carrying Place Road from the existing fire hall on the road to the entranceway to the development (approximately 712 metres) be surface treated to the satisfaction of the Township.

Satisfied. The draft vacant land condominium agreement Schedule B and E 19 address these matters.

C. That the new lanes identified as 'Block 17 Common Element' and Block 18 Common Element' shall be named to the satisfaction of the municipality.

Satisfied. The draft vacant land condominium agreement clause 12 address this matter. Developer has selected Winterberry Lane and Fern Lane for the two new lanes. Cranberry Cove Lane is the name of the existing land and shall be retained.

D. That 0.3 metre reserves be identified by survey along the road allowance of Carrying Place Road where it abuts proposed units 6, 9, and 10 to be conveyed to and held in trust by the municipality for the purpose of denying additional access onto Carrying Place Road.

Satisfied. The draft vacant land condominium agreement clause 10 and Schedule A and D address this matter.

E. That, prior to final approval, street signage shall be installed according to Township standards and to the satisfaction of the municipality.

Satisfied. The draft vacant land condominium agreement clause 12 address this matter.

5. Declaration, Easements and Joint Use Agreement

A. That the easements referred to in the August 13, 2013 letter from Soloway Wright to the County of Frontenac be created within the declaration of a condominium, with the proposed additional access from the island located at Part 2, Plan 13R-8978 being subject to confirmation that the proposed easement is to the Township's satisfaction

Waiting for additional details. The draft vacant land condominium agreement preamble and Schedule D address this matter.

B. That Cranberry Cove Lane be subject to a joint use agreement (or other similar legal agreement), to be registered on title, between the condominium corporation/declarant and the properties listed in the August 13, 2013 letter from Soloway Wright to the County of Frontenac to the satisfaction of the Township.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E and Township has been presented with the draft agreement (signatures pending).

6. On-Site Sewage Disposal and Water Systems:

A. That the recommendations outlined in the letter dated January 10, 2014 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality and KFL&A Public Health

Waiting for confirmation from KFL&A that they are satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 4, 5, 6, 7 and 24.



**REPORT TO COMMITTEE OF
WHOLE
DEVELOPMENT SERVICES**



B. That all requirements and recommendations specified in the Hydrogeology, Terrain Analysis and Nitrate Impact Assessment Report, revised dated April 9, 2013, from Lissom Soil and Water Inc., and 'Cranberry Cove Nitrate Attenuation Calculations' from Greer Galloway Group Inc., dated November 12, 2013, and project letter dated March 15, 2014 and all associated drawings and peer review recommendations be complied with.

Satisfied. The draft vacant land condominium agreement acknowledges these requirements in Schedule E 3(b)(ii) and (iii).

C. That any existing wells and or septic systems that may be present on the site and are not to be used as part of the plan of condominium be decommissioned as per applicable regulations.

Satisfied. The draft vacant land condominium agreement acknowledges these requirements in Schedule E 3(e) and 25.

7. Environment

A. That the recommendations of the Environmental Impact Statement (EIS) dated January 12, 2012 prepared by Ecological Services, be implemented including the requirement that all development be set back a minimum of 35 metres from the high water mark of Cranberry Lake and inland ponds.

Satisfied. The draft vacant land condominium agreement acknowledges these requirements in Schedule E 3(d) and 28 and in zoning by-law amendment #2015-09.

B. That all conditions and issues outlined in the letters dated November 26, 2012, December 12, 2013, and July 14, 2014 from the Cataraqui Region Conservation Authority/Rideau Waterway Development Review Team to the County of Frontenac, be addressed to the satisfaction of the municipality and Rideau Waterway Development Review Team.

Waiting for clarification from CRCA. The draft vacant land condominium agreement acknowledges these requirements in Schedule E 3(b)(i) and (vi), (f) and (g).

C. That a practical building envelope in compliance with the Zoning By-law and EIS be identified to the Township's satisfaction on Unit 2

Waiting for clarification from developer and CRCA. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 26.

D. That the area on 'Block 19 Common Element' near Unit 14 at the narrowest point between the lane and the water's edge be vegetated with natural species of shrubs and trees as identified in the Township's Site Plan Guidelines and to the satisfaction of the Township.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 27.

E. That the Condominium Agreement include text to the satisfaction of the Township and the CRCA notifying the Owner that permission will be required under Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses prior to commencing rough grading, stockpiling, road construction, etc. within 30 metres of the wetland,



REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



within 30 m of all watercourses and ponds and within 15 m of the 98.86 m GSC flood elevation on the subject property.

Waiting for clarification from CRCA. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 3(f).

F. That the Condominium Agreement include text to the satisfaction of the Township and the CRCA to provide notice to purchasers of Units 1 to 5 and 10 to 13 inclusive and Block 18 (based on May 30, 2014 Draft Plan revision) that site alteration and construction (including but not limited to buildings, structures, filling and grading) on these lots may require permission under Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses prior to commencing these activities.

Waiting for clarification from CRCA. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 3(g).

G. That notice be provided to future purchasers advising them of any other applicable CRCA and Parks Canada regulations, and any other particular environmental restrictions on individual lots, in wording and in a manner to the satisfaction of the Rideau Waterway Development Team and the Township.

Waiting for clarification from developer and CRCA. Currently not referenced in agreement.

H. That an agreement be registered on the subject land applying to all of the proposed units to deal with setting out the municipality's limited service policies to recognize that there is no commitment or requirement by the municipality to assume responsibility for ownership or maintenance of the private lanes within the plan. In addition, the agreement applying to Units 1-5 shall set out the municipality's standard environmental protection policies requiring that the area within 35 metres of the highwater mark of the lake be maintained in a natural state for soil and vegetation.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 28.

8. Stormwater

A. That a lot grading and drainage plan and a sediment and erosion control plan be completed and approved to the satisfaction of the Township of South Frontenac and the Cataraqui Region Conservation Authority ('CRCA'), and be included in the Condominium Agreement between the Owner and the Township.

Waiting for clarification from CRCA. The draft vacant land condominium agreement acknowledges this requirement in Schedule C but should also be include in municipal conditions.

B. That a stormwater management plan be prepared by a qualified Professional Engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate text to implement its findings be included in the Condominium Agreement.



**REPORT TO COMMITTEE OF
WHOLE
DEVELOPMENT SERVICES**



Waiting for clarification from CRCA. The draft vacant land condominium agreement acknowledges this requirement in Schedule C and in Schedule E 3(v).

C. That, prior to final approval, the Township shall be satisfied that all servicing issues are resolved such as lane construction; stormwater drainage, design, and maintenance; and the construction and design of ditches and culverts.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in clauses 1 and 2(g) and in Schedule B and C.

9. Parkland Dedication:

That the owner convey up to five percent of the value of the land in the form of cash-in-lieu of parkland.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 29.

10. Human Remains:

The condominium agreement shall contain a clause providing that any Owner(s) be advised, and also that a notice be placed in the purchase and sale agreement alerting any prospective purchasers that in the event that human remains are discovered during construction or site development of a lot, that the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 3(h).

11. Archaeological Resources:

A. That all recommendations of the Archaeological Assessment (Stage 1-2 & Stage 3) Report, dated June 4, 2010 by Adams Heritage and further revised May 2013 be implemented to the satisfaction of the Township.

B. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Telephone: (613) 735-3759
Fax: (613) 735-6307
email: algonquins@nrtco.net

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 3(i).

12. Utilities and On-Site Works

A. That a garbage pick-up area be included on the plan at a location near Carrying Place Road and to the satisfaction of the Township.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 10.



REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



B. That an easement be included and a dry fire hydrant shall be constructed at a location to be determined to provide for a Dry Hydrant - this hydrant and the access to it shall be left unobstructed and accessed by the Township for inspection anytime year round and shall be maintained 100 percent, twelve months per year by the Corporation which requirement shall be incorporated into the final condominium agreement. Construction of the hydrant and all maintenance costs shall be borne by the developer/condominium corporation and shall be to the satisfaction of the Township

Will not be satisfied. Letter on file from Fire Chief that no suitable location was found but it will not negatively impact delivery of fire services.

C. That, subject to the requirements of Canada Post, any mail boxes shall be placed at a location near the entrance to the development near Carrying Place Road and to the satisfaction of the Township.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 30.

D. That prior to final approval, the Owner satisfy the Township that public utilities, including without limitation Bell Canada, Hydro One, etc., are adequate to service the proposed development.

Waiting for clarification from developer. The draft vacant land condominium agreement somewhat acknowledges this requirement in Schedule E 13.

E. That, prior to final approval, street lighting shall be installed at the entrance to the development at Carrying Place Road such lighting to also illuminate any garbage pick-up area and mail box location.

Waiting for clarification from developer. The draft vacant land condominium agreement acknowledges this requirement in Schedule E 26.

13. Revisions to Draft Plan:

A. That Prior to Final Condominium Approval, the Owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.

Satisfied. The draft vacant land condominium agreement acknowledges the most recent Block Plan.

B. That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of lots, etc.), these may be reflected in the Final Plan subject to the satisfaction of the Township of South Frontenac and the County of Frontenac.

Satisfied. The draft vacant land condominium agreement acknowledges this requirement in Schedule C.

14. General conditions:

A. That when requesting final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the lots/blocks thereon conform to the frontage and area requirements of the Zoning By-Law.

Waiting for confirmation from OLS.



REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



B. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed subdivision conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.

Need 14 A addressed to do so.

C. That the Owner submit a draft Vacant Land Condominium Declaration for approval by the Township and County to ensure all conditions of approval will be satisfied

Need to confirm with County.

FINANCIAL and STAFFING CONSIDERATIONS

All financial implications of this development will be borne by the developer. There are no financial or staffing implications associated with this report beyond normal day to day service delivery.

ATTACHMENTS

Submitted/approved by:
Wayne Orr, CAO

Prepared by:
Forbes Symon,
Manager of Development
Services

CONDOMINIUM AGREEMENT
Cranberry Cove

THIS AGREEMENT made in triplicate this ___ day of _____, 2017.

BETWEEN:**MAGENTA WATERFRONT DEVELOPMENT CORPORATION**

hereinafter referred to as the "OWNER"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

hereinafter referred to as the "MUNICIPALITY"
OF THE SECOND PART

WHEREAS the Municipality recommended approval of a Draft Plan of Condominium for lands more particularly described on Schedule "A" attached hereto (the "Owner's Lands");

AND WHEREAS the Council of The Corporation of the County of Frontenac approved the Draft Plan of Condominium for the Owner's Lands and imposed draft plan conditions, pursuant to the *Planning Act*, as amended;

AND WHEREAS the Plan of Condominium creates thirteen (13) Units for single detached dwellings, one (1) storage garage designated as Unit 14 on the draft plan of condominium, one (1) parking area designated as Unit 15 on the draft plan of condominium, three (3) road blocks, one (1) open space block, and one (1) easement block within Unit 4, with the common elements owned by the Condominium Corporation (as such term is defined below) and governed by the *Condominium Act*, 1998 (the "Act") the Declaration and the By-laws of the Condominium Corporation, each Unit owner being an owner of the Condominium Corporation;

AND WHEREAS it is a condition to draft plan approval that the Owner enter into a Condominium Agreement with the Municipality and register this Agreement on title to the Owner's Lands in accordance with section 51(26) of the *Planning Act*;

AND WHEREAS the Owner shall register a Declaration and Description under the Act in order to create a Vacant Land Condominium Corporation upon the Lands described in Schedule "A" attached hereto, and upon creation of the Vacant Land Condominium Corporation (the "Condominium Corporation"), the Condominium Corporation shall assume all of the obligations of the Owner pursuant to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the Plan of Condominium and other good and valuable consideration, the Owner hereby agrees with the Municipality as follows:

1. The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, construct, use, operate and maintain those facilities and works set out in the Plan of Condominium Drawings in accordance with the terms of this Agreement. The Plan of Condominium Drawings listed in Schedule "C" are hereby incorporated by reference into this Agreement. Without limiting the generality of the foregoing, the Owner agrees that it shall build all private lanes to the Municipal standard for private lanes. The originals of the Plan of Condominium Drawings are on file in the offices of the Municipality and shall

govern in the event of any dispute.

2. As a condition of this agreement and without which this agreement shall have no effect, the Owner shall:

- a. execute and deliver this Agreement to the Municipality;
- b. obtain a consent to registration of this Agreement in a form satisfactory to the Municipality from the holder of any mortgage or other encumbrance of the Owner's Lands that will be outstanding on the date of registration of the Plan;
- c. pay in full all outstanding taxes, drainage and unamortized local improvement charges on the Owner's Lands;
- d. pay in full all outstanding invoices issued by the Municipality with respect to the Plan;
- e. deliver to the Municipality an original copy and an 8½" X 14" reduced copy of the final Plan forwarded to the County for registration;
- f. deliver:
 - i. to the County of Frontenac, eight (8) mylars and four (4) paper prints of the completed Plan;
 - ii. to the Township of South Frontenac, four (4) copies of all reference plans and four (4) copies of all conveyance documents for all easements and lands being conveyed to the Municipality, if any;
 - iii. to the Township of South Frontenac, a surveyor's Certificate to confirm that the units and blocks on the Plan conform to the permitted minimum area requirements for each unit and the maximum density requirements in the Zoning By-law of the Municipality; and
 - iv. to the Township of South Frontenac and the County of Frontenac, a digital file in AutoCAD format of all required drawings;
- g. provide certification from the Owner's Professional Engineer that the facilities and services have been installed and are sufficient to ensure the independent operation of the Condominium Corporation. Alternatively, if any facilities or services have not been installed such that the Condominium Corporation can operate independently, then the Owner will be required to engage the services of a qualified quantity surveyor or professional engineer to provide a calculated amount of the required security for one hundred percent (100%) of the required works. The security shall be provided in a form satisfactory to the Municipality in its sole discretion and shall be in compliance with the Act.

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

- | | | |
|---------------------|---|---|
| Schedule "A" | - | Description of Lands |
| Schedule "B" | - | Security |
| Schedule "C" | - | Plan of Condominium Drawings |
| Schedule "D" | - | Grants of Easement and Other Public Lands |
| Schedule "E" | - | Municipal Conditions |

4. The Owner shall comply with any amendments, additions or deletions to the Plan of

Condominium Drawings that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands.

5. Without limiting the generality of the Owner's obligations set out in clause 1 of this Agreement, the Owner covenants and agrees that it shall comply with those municipal conditions set out in Schedule "E" to this Agreement.
6. The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way set out on Schedule "D".
7. If required by the Municipality, the Owner shall employ an engineer licensed and in good standing with the Association of Professional Engineers of Ontario to supervise all engineering functions including but not limited to:
 - a. the preparation of calculations, contours, designs, plans and specifications;
 - b. the preparation and furnishing of all required drawings;
 - c. the preparation of the necessary contracts;
 - d. the obtaining of all required federal, provincial and municipal approvals;
 - e. the provision of the field layout, contract administration and construction supervision;
 - f. the maintenance of all records of construction and upon completion to advise the Municipality of all construction changes and to prepare all final and "as constructed" plans and drawings as may be required by the Municipality; and
 - g. acting as the Owner's representative in all matters pertaining to the construction.
8. The Owner shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Owner's Lands as the Municipality may require. No contract shall be awarded and no work shall commence or be continued without the prior written approval of the design and inspection of the work by the Municipality.
9. All required inspections shall be performed by the Municipality whose determination of whether any work has been constructed to its satisfaction shall be final.
10. The Owner shall not transfer title to any Unit within the Plan until after this agreement, all deeds, grants of easement and 0.3 metre reserves in favour of the Municipality and related reference plans of survey have been registered, as required.
11. All civic addresses and 911 numbers for use within the Plan shall be allocated by the Municipality. The Owner shall advise each purchaser of a Unit of its correct number.
12. The Owner shall submit proposed lane names to the Municipality for approval. The naming and installation of civic addresses and lane signs shall be in accordance with the Municipal Standards for 911 and Emergency Preparedness and at the Owner's expense. The location of all entrances to all Units, including the location of culverts and 911 civic address signage shall be shown on a plan approved by the Municipality prior to issuing a building permit for development within the lands.
13. The Owner covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.
14. All construction within the Owner's Lands shall be carried out in accordance with any noise by-law of the Municipality which may be in effect from time to time.

15. Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.
16. The Owner hereby grants to the Municipality, its servants and contractors, a licence to enter the Owner's Lands during normal operating hours for the purpose of inspecting the real property within the Plan of Condominium and to perform any work arising from or the result of any default by the Owner under this Agreement.
17. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Owner's Lands and every obligation of the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.
18. In the event the Owner is in default in the performance of any obligation under this Agreement and such default continues more than fifteen (15) days after the Municipality delivers written notice to the Owner requiring the Owner to remedy the default, the Municipality may, without further notice to the Owner, do such thing at the Municipality's expense as it may reasonably require necessary to remedy the default, and the Municipality may recover the expense incurred in doing such thing by action or the same may be recovered in like manner as municipal taxes in accordance with the provisions of Section 446 of the *Municipal Act*, 2001, S.O., 2001, C. 25, as amended.
19. The Owner agrees to reimburse the Municipality and the County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Municipality or County of Frontenac may require in relation to the condominium.
20. All invoices, costs and expenses received or incurred by the Municipality and payable by the Owner shall be paid within thirty (30) days of the Municipality's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this Agreement and shall continue in default until payment plus all accrued interest is made in full.
21. Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Municipality charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.
22. The Municipality shall undertake the registration, at the Owner's expense, of this Agreement against the title to the Owner's Lands and, in accordance with s. 51(26) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.
23. The Owner shall ensure that the requirements of this Agreement are brought to the attention of its contractors, employees and workers prior to the start of any construction.
24. All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.
25. Pursuant to s. 51(32) of the *Planning Act*, the Draft Plan of Condominium Approval shall lapse on **July 16, 2017** if the final approval has not been given, notwithstanding the entering into of this Agreement, unless an extension is requested by the Owner and, subject to review, granted by the approval authority. Pursuant to s. 51(33) of the *Planning Act*, the owner may submit a request to the approval authority for an extension of the Draft Plan of Condominium Approval. The extension period shall be for a maximum period of three (3) years and must be submitted prior to the lapsing of Draft Plan Condominium Approval. Further extensions may be considered at the discretion of the Municipality and the County of Frontenac.

- 26. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act 1991 and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
- 27. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
- 28. Any notice required to be given by the parties to this Agreement shall be given by registered mail at the last known address for service of the parties, or at such other addresses as the parties may specify from time to time, (provided that in the event of a postal disruption, notice shall only be given by hand) and shall be deemed to have been delivered on the third day after the date of deposit in the post office.
- 29. The Owner agrees that if any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
- 30. The parties shall, upon reasonable request of the other, execute any further documents as may be required for the more perfect and absolute performance of the terms and conditions.
- 31. In addition, the Owner and each and every subsequent owner of the Lands or a part thereof acknowledges notice of and agrees to be bound by all of the provisions of this agreement and, in particular, those provisions set out in Schedule "E".
- 32. This Agreement shall enure to and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have by the hands and seals executed this agreement as of the first date set out above.

SIGNED, SEALED AND DELIVERED:

The Corporation of the Township of South Frontenac
Per:

Ronald Vandewal - Mayor

Wayne Orr – CAO
We have the authority to bind the corporation

Magenta Waterfront Development Corporation
Per:

Name:
Title:

I have the authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION

Part of PIN 36288-1373 (LT)

Part of Lot 26, Concession 10, Formerly the Township of Storrington, being Parts 6 to 19, inclusive, and Part 22, Plan 13R-20852, and Parts 1 to 15 inclusive and Part 20, Plan 13R-21517, Township of South Frontenac;

DRAFT

SCHEDULE "B"**SECURITY**

Where, at the date of registration of this Agreement, not all facilities and services have been constructed in accordance with the approved drawings the Owner agrees to post security in an amount equal to 100% of the certified estimate of the cost to construct all required facilities and services, such estimate to be to the satisfaction of the Municipality.

Upon completion to the satisfaction of the Municipality of the works and facilities to be constructed in accordance with this agreement, if any, and upon receipt of the certificate of the consulting engineer required by clause 2(g) of this Agreement, the security or any balance thereof remaining shall be returned to the Owner.

1. Financial Contribution to Public Assets:

Surface treatment of Carrying Place Road (712 metres) - \$26,295

2. Cash-in-lieu of Parkland

5% of value of land day prior to Draft Approval (\$) - \$ pending

3. Securities for Condo Assets:

100% of Value of Unconstructed Assets - \$ pending

4. Securities for Public or Off-site Assets:

100% of Value of Unconstructed Assets - \$ pending

SCHEDULE "C"
PLAN OF CONDOMINIUM DRAWINGS

1. Draft Plan of Vacant Land Condominium, dated April 3, 2017, signed May 25, 2017, prepared and certified by Clancy and Hopkins Land Surveying Limited, Ontario Land Surveyor comprising a total of 15 Units.
2. Plan 13R-21517, dated April 5, 2017, prepared and certified by Clancy and Hopkins Land Surveying Limited, Ontario Land Surveyor comprising a total of 20 Parts.
3. Engineering Drawings for roads and infrastructure pending
4. Stormwater Management Plan Pending
5. Sedimentation and Erosion Control Plan pending

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

DRAFT

SCHEDULE "D"

GRANTS OF EASEMENT AND OTHER PUBLIC LANDS

1. The Owner shall convey to the Municipality in fee simple, free of any encumbrances, those lands described as parts 1 – 5 inclusive on Plan 13R-20852 for purposes of a road widening.
2. The Owner shall convey to the Municipality in fee simple, free of any encumbrances, those lands described as Parts 15, 16, 17, 18 and Part 19 on Plan 13R-21517 for purposes of a 0.3m reserve.

DRAFT

SCHEDULE "E"

MUNICIPAL CONDITIONS

The Owner further covenants and agrees as follows:

1. In this Schedule "Plan" shall mean the Plan of Condominium, as finally approved.
2. The drainage of surface water within the Plan is the sole responsibility of the Owner and all subsequent purchasers of Units, who shall provide and maintain adequate drainage of surface water in accordance with the Approved Plan of Condominium Drawings.
3. The Owner shall include in each agreement for the purchase and sale of any Unit, notice that the Purchaser will be bound by the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement, binding on the Owner:
 - (a) That every purchaser of a Unit shall be responsible for ensuring that all wastes are disposed of in compliance with the Municipality's waste management by-laws and all other applicable laws.
 - (b) The purchasers acknowledge receiving the following reports/letters and hereby agree to comply with the recommendations contained therein:
 - (i) Environmental Impact Assessment, dated January 12, 2012 prepared by Ecological Services;
 - (ii) Hydrogeology, Terrain Analysis and Nitrate Impact Assessment Report, dated April 9, 2013 prepared by Lissom Soil and Water Inc.;
 - (iii) "Cranberry Cove Nitrate Attenuation Calculations", dated November 12, 2013 prepared by Greer Galloway Group Inc.;
 - (iv) the letter dated January 10, 2014 from KFL & A Public Health to the County of Frontenac
 - (v) [Project Letter Dated March 15, 2014]
 - (vi) [Stormwater Management Brief]
 - (vii) Letters from the Cataraqui Region Conservation Authority/ Rideau Waterway Development Review Team to the County of Frontenac dated November 26, 2012, December 12, 2013, and July 14, 2014;
 - (viii) Archaeological Assessment (Stage 1-3) Report dated June 4, 2010 and further revised May 2013 prepared by Adams Heritage.
 - (c) Purchasers are advised that the owner of each Unit is responsible for the maintenance and repair of all services contained within the individual Unit, which are owned by the individual Unit owner.
 - (d) Purchasers acknowledge and agree that no development (including without limitation wells, structures, buildings or sewage disposal systems) shall be permitted within 35 m of the high water mark of Cranberry Lake and inland ponds.
 - (e) All purchasers acknowledge and agree that all wells and septic systems shall be operated and maintained in accordance with all applicable laws, or decommissioned in accordance with all applicable laws.

(f) All purchasers acknowledge and agree that all development on the Lands is subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06). The regulation requires that the Owner obtain the written approval of the Conservation Authority prior to commencing rough grading, stockpiling, road construction, etc. within 30 metres of any wetland, within 30 metres of all watercourses and ponds, and within 15 metres of the 98.86 metre GSC flood elevation on the Lands.

(g) The purchasers of Units 1 to 5 and 10 to 13 inclusive acknowledge and agree that site alteration and construction (including but not limited to buildings, structures, filling, and grading) on these lots may require permission under Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses prior to commencing these activities.

(h) All purchasers acknowledge and agree that should deeply buried archaeological remains be found on the property during its development, that the Ministry of Tourism and Culture shall be notified immediately. The purchasers further agree that any discovery of an aboriginal or archaeological artefact or resource is subject to controls under the Ontario Heritage Act and those archaeological resources shall not be removed without the approval of the Ministry of Tourism and Culture. In the event that any human remains are discovered, the purchasers agree to immediately contact the Ontario Provincial Police, the Ministry of Tourism and Culture, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations ((416) 326-8404) and the Municipality.

(i) All purchasers agree that if during the process of development any archaeological resources or human remains of aboriginal origins are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Tel. 613-735-3759
fax 613-735-6307
e-mail: algonquins@nrtco.net

4. The Owner shall provide to every purchaser of any Unit a site servicing plan showing the location of the house, well, and primary and alternate sewage locations for the Unit.
5. The identified primary and alternate sewage system locations shall be reserved and maintained solely for that purpose. No construction of wells, homes, driveways, pools, garages or any other structure is to take place in the primary or alternate sewage system location.
6. The primary and alternate sewage disposal locations were selected due to the suitability of those areas to provide an ideal area to treat sewage. No deviation will be permitted in the sewage disposal system locations unless, if it becomes necessary to deviate from the approved location, an engineering report and system design as well as a terrain analysis is provided to the satisfaction of the approval authority. The alternative location must also include an impact assessment on adjoining properties.
7. Sewage disposal systems which produce a higher quality of effluent will be considered and encouraged by the approval authority in situations where protection of human health or the quality of surface water or groundwater is an issue.
8. The Owner acknowledges and agrees that the Municipality will not be assuming or maintaining the roads within the Plan and will have no obligation to undertake any works to improve, widen or upgrade the aforesaid roads at public expense at any time. The

operation and maintenance of all roads and driveways within the Plan are the sole cost and responsibility of the Owner.

9. The Owner acknowledges and agrees that the Municipality shall not be responsible for providing fire, ambulance and other emergency services to any Unit if the operator of the emergency vehicle, having made reasonable efforts in the circumstances, determines that the condition of the roads or driveways as constructed or maintained at the time, prevents the vehicle from being operated properly or safely in order to access or exit any given Unit.
10. The Owner acknowledges and agrees that the Municipality shall not provide curbside waste disposal services to any unit within the Plan. Waste pickup will be available at the garbage pick-up area included in the Plan at a location near Carrying Place Road, in accordance with the Municipal waste management policies.
11. The Owner acknowledges and agrees that any development or redevelopment is subject to land use planning controls and Ontario Building Code permits and approvals, intended to, among other things, conserve shorelines and woodland areas in their natural state.
12. The Owner acknowledges and agrees that every owner of a Unit shall be responsible for operation and maintenance of their water system in accordance with all applicable laws.
13. It is the responsibility of the Owner and each subsequent owner of a Unit within the Plan of Condominium to make whatever arrangements with Hydro One and such other utility provider as are necessary for the installation of hydro-electric, telephone and other utility services for the Unit.
14. The Owner shall confirm that sufficient wire-line communication/ telecommunication service to the proposed development exists. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner is required to demonstrate to the Municipality that sufficient alternative communication/ telecommunication facilities are available within the proposed development, such facilities must be sufficient to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).
15. The Owner shall endeavour to maintain all existing grades along the edge of the boundary of the Plan.
16. The Owner hereby agrees to indemnify and save harmless the Municipality against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of any matter under this Agreement, including without limitation any actions, causes of action, suits, claims, demands or costs directly or indirectly related to the construction, use, operation or maintenance of the roads within the Plan, including the inability to operate an emergency vehicle properly or safely in order to access or exit any given Unit due in whole or in part to the condition of the roads or driveways within the Plan at the time.
17. The Owner shall agree in writing to satisfy all requirements, financial and otherwise of the Municipality for the provision/upgrading of roads, installation of services and drainage including ditches and culverts, according to the Municipality's minimum standards.
18. The road allowances included in the Plan identified as "Block 16 Common Element", "Block 17 Common Element", and "Block 18 Common Element" shall be constructed to the Municipality's standards for new private lanes.
19. The portion of Carrying Place Road from the existing fire hall on the road to the entranceway to the development (approximately 712 metres) shall be surface treated to the satisfaction of the Municipality.

20. The new lanes identified as “Block 17 Common Element” and “Block 18 Common Element” shall be named Winterberry Lane and Fern Lane respectively.
21. An easement shall be created within the Declaration for the condominium in favour of the island located at Part of Lot 26, Concession 10, Storrington, being Part 2 on Plan 13R-8978, South Frontenac (PIN 36288-0301) (the “Island”) providing additional access to the Island, such easement being subject to confirmation that the proposed easement is to the Municipality’s satisfaction.
22. Cranberry Cove Lane shall be subject to a joint use agreement (or other similar legal agreement) to be registered on title, between the condominium corporation/ declarant and the adjoining properties using Cranberry Cove Lane with respect to the joint use, maintenance, repair and cost sharing obligations for the lane, to the satisfaction of the Municipality.
23. Access to Units 1 and 2 shall only occur on an easement registered as FC139453 and FC139454. The Declaration shall contain provisions to establish the legal access for Units 1 and 2, to the satisfaction of the Municipality.
24. The Owner acknowledges the letter dated January 10, 2014 from KFL & A Public Health to the County of Frontenac and agrees that the recommendations contained therein shall be implemented to the satisfaction of the Municipality and KFL & A Public Health.
25. The Owner agrees that any existing wells and/or septic systems that are present on the site and are not to be used as part of the plan of condominium shall be decommissioned as per applicable regulations.
26. The Owner agrees that a practical building envelope in compliance with the Zoning By-law and Environmental Impact Statement dated January 12, 2012 shall be identified to the Township’s satisfaction on Unit 2 prior to applying for any building permit for this Unit, and that no construction outside of the approved building envelope shall be permitted.
27. The area on “Block 19 Common Element” near Unit 15 at the narrowest point between the lane and the water’s edge shall be vegetated with natural species of shrubs and trees as identified in the Municipality’s Site Plan Guidelines and to the satisfaction of the Municipality.
28. The Declaration shall contain the Municipality’s limited service policies to recognize that there is no commitment or requirement by the Municipality to assume responsibility for ownership or maintenance of the private lanes within the Plan. The Declaration shall also set out, with respect to Units 1-5, the Municipality’s standard environmental protection policies requiring that the area within 35 metres of the highwater mark of the lake be maintained in a natural state for soil and vegetation.
29. The Owner agrees to convey up to five percent of the value of the Lands in the form of cash-in-lieu of parkland at the time of execution of this Agreement.
30. The Owner agrees that, subject to the requirements of Canada Post, any mail boxes shall be placed at a location near the entrance to the development near Carrying Place Road and to the satisfaction of the Municipality.
31. Units 14 and 15 shall be reserved exclusively for the use of Part of Lot 26, Concession 10, Storrington, being Part 4 on Plan 13R-8978, South Frontenac (PIN 36288-0303) (“Part 4, 13R-8978”) in the Declaration. Units 14 and 15 shall have the benefit of an easement over part of Unit 4 in the condominium plan, being Part 12 on Plan 13R-21517 for access to the lake, and such Units shall be conveyed to the owner of Part 4 13R-8978 upon registration of the Declaration and Description. A Restrictive Covenant shall be registered on title restrictive covenants shall be registered on title to Unit 14 and Unit 15 and Part 4, 13R-

8978 in favour of the Condominium such that neither Units nor Part 4, 13R-8978 may be sold without the other Unit and that at all times, the Units cannot be sold without the concurrent sale of Part 4, 13R-8978. Such restrictive covenants are intended to run with the lands benefited and burdened thereby, and shall be binding on and enure for the benefit of the Condominium and the Units and its respective successors in title thereto, all to the satisfaction of the Municipality.

DRAFT



INFORMATION REPORT TO COMMITTEE OF THE WHOLE

PUBLIC WORKS



AGENDA DATE: June 13, 2017

SUBJECT: Bedford Road Public Open House

BACKGROUND

A Public Open House was held on May 10th, 2017 to communicate the proposed design for Bedford Road from George Street to Alton Road.

A summary of the comments and input received are listed below:

Public	Staff's Response
Streetlight at Portland Ave. & George St.	To be incorporated into design
Lighting for new sidewalk on Bedford Road	Still under investigation
Traffic Calming (tighten curves)	As much as possible
Guiderail south of Alton Road	If it meets the requirements
Line of sight at north exit to Foodland	Line of sight will be improved
Extend water main	Possible inclusion as a provisional item
Delineate trail crossing on George Street	Possibly with patterned concrete
Timing of next phase over dam	2018 or 2019
Incorporate portions of existing stone wall into the new retaining wall	If possible
Extend Bell Fibre	Bell will include Fibre as part of this project
Streetlight Illumination Intensity	Will be the same as our new LED streetlights

Working with the consultants, it is staff's intention to have the design completed by the end of the month with the Tender issued in July. Construction is proposed to commence after Labour Day.

FINANCIAL IMPLICATIONS:

None at this time

Submitted/approved by:

Mark Segsworth, P. Eng.
Public Works Manager



REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



AGENDA DATE: June 13, 2017

**SUBJECT: New County of Frontenac Public Meeting Process –
Plans of Subdivision/Condominium**

RECOMMENDATION

That Committee receive the report for information.

BACKGROUND

In its efforts to continue to advance a County wide planning program the Frontenac County Planning Advisory Committee (PAC) will now be hosting all the statutory public meetings associated with the approval of Draft Plans of Subdivision and Condominium. This is different than what has been done in the past where the County Planning & Economic Development formally requested that the local municipalities hold the statutory public meetings for plans of subdivision and condominiums.

This matter is being presented now because there is a draft plan of subdivision proposal for 5550 McFadden Rd and a draft plan of condominium proposal for Shields Shores scheduled for public meeting before the PAC on June 28th.

The change in process has caused a need to modify the way information flows between the local municipalities and the County approval authority. The following process has been discussed at the staff level and generally deemed acceptable.

1. Following the acceptance of a “complete” application, the County will circulate the draft plan to South Frontenac staff for review and consideration. Township staff will assess and review the application to ensure it conforms to the South Frontenac Official Plan and meets Design Criteria and Standards. (this is same as it has been)
2. South Frontenac staff will provide written comments to the County Director of Planning on the technical merits of the draft plan and will formally notify the County that Township Council will consider a report from its Staff on recommended conditions of draft approval following the Public Meeting (letter to be cc to Township Council). It is critical that the Township provide comments on the draft plan prior to or during the public meeting to ensure appeal rights. (new)
3. The County will schedule the draft plan for a public meeting to be held before the PAC. A staff member from South Frontenac Development Services shall attend the Public Meeting. (new)
4. Following the Public Meeting, South Frontenac staff will produce a list of draft conditions deemed appropriate to address identified issues and concerns as well as standard conditions. Staff will present the list of draft conditions to Committee of Whole for discussion. The matter would then proceed to Council where a formal resolution would be passed recommending draft conditions to County Council. (this is the same as it has been)
5. South Frontenac staff will review the County staff report on recommended conditions of draft approval to the PAC to ensure that the Township’s position is accurately reflected. (this is the same as it has been)

Our strength is our community.



REPORT TO COMMITTEE OF WHOLE DEVELOPMENT SERVICES



6. At some point following the approval of draft plan, the Township will hold a public meeting for any necessary zoning by-law amendment associated with the draft plan. In the past the Township held a joint public meeting for both the draft plan and the Zoning By-law Amendment. (new)

FINANCIAL and STAFFING CONSIDERATIONS

There are no financial or staffing implications associated with this report beyond normal day to day service delivery.

ATTACHMENTS

Notice of Public Meeting for Draft Plan of Subdivision – 5550 McFadden Rd

Notice of Public Meeting for Draft Plan of Condominium – Shields Shore, Pt Lots 15, 16, & 17, Con 8, District of Storrington

Submitted/approved by:
Wayne Orr, CAO

Prepared by:
Forbes Symon,
Manager of Development
Services

Notice of Public Meeting regarding Application for Plan of Subdivision

Take Notice That a public meeting will be held on Wednesday, June 28, 2017 at 6:00 p.m. in the Township of South Frontenac Council Chamber, 4432 George Street, Sydenham, ON, pursuant to section 51 of the *Planning Act* to consider an application for a Plan of Condominium.

Property Description: The lands are legally described as Part of Lots 15, 16 and 17, Concession 9, Geographic Township of Storrington, Township of South Frontenac, County of Frontenac.

Property Location: The lands, which are accessed from Wellington Street, are located east of the hamlet of Battersea and situated along the western shore of Dog Lake.

Purpose and Effect of the Proposal: The application for plan of condominium proposes to create 18 lots for single-family dwelling construction and 3 blocks for common open space/parkland.

Additional information about the application can be viewed at the Planning and Economic Development office of the County Administrative Building, 2069 Battersea Road, Glenburnie, between 8:30 a.m. and 4:00 p.m., Monday to Friday. Inquiries may be made by telephoning Joe Gallivan, Director of Planning and Economic Development, 613-548-9400, ext. 350 or via email at jgallivan@frontenacounty.ca. Further, digital copies of the proposed subdivision can be found at the following website: <http://www.frontenacounty.ca/en/corporate/CurrentPlanningApplications.asp>

Written comments regarding this application may be sent to the Planning and Economic Development Office via:

Mail: 2069 Battersea Road, Glenburnie, ON K0H 1S0

Fax: 613-548-8460

Email: jgallivan@frontenacounty.ca

Public consultation: Anyone may attend the public meeting and make a verbal statement, and/or submit comments in writing, either in support of or in opposition to the application for plan of condominium. If a person or public body does not make oral submissions at a public meeting or make written submissions to the County of Frontenac before the application for plan of condominium receives draft approval by the County of Frontenac, the person or public body is not entitled to appeal the decision of the council of The Corporation of the County of Frontenac to the Ontario Municipal Board. If a person or public body does not make oral submissions at a public meeting, or make written submissions to the County of Frontenac before the application for plan of condominium receives draft approval by the County of Frontenac, the person or public body may not be added as a party to the hearing of an appeal before the Ontario

Municipal Board unless, in the opinion of the board, there are reasonable grounds to do so. The County of Frontenac is the approval authority for plans of condominium.

If you wish to be notified of the decision of the County of Frontenac in respect of the plan of condominium, you must make a written request to:

County of Frontenac, Planning and Economic Development
Attention: Director of Planning and Economic Development
2069 Battersea Rd. Glenburnie, ON K0H 1S0

The Planning Advisory Committee will receive a report with respect to the application at the public meeting, which will be available to the public on the County of Frontenac's website on June 23, 2017.

Please note that the Council of the County of Frontenac has delegated to the Planning Advisory Committee the authority to hold the public meeting instead of Council. All representations, both verbal and written, will be considered only by the Planning Advisory Committee, which will submit a committee report with its recommendations to council for a decision on the matter.

Notice of collection: Personal information collected as a result of this public meeting is collected under the authority of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Planning Act, and all other relevant legislation, and will be used to assist in making a decision on this matter. All personal information (as defined by MFIPPA), including (but not limited to) names, addresses, opinions and comments collected will be made available for public disclosure to members of the public, at the meeting, through requests, and through the website of the Corporation of the County of Frontenac. Questions regarding the collection, use, and disclosure of this personal information may be directed to the Manager of Legislative Services/Clerk, 2069 Battersea Rd. Glenburnie, ON K0H 1S0.

Dated at Glenburnie, Ontario
This 30th day of May, 2017.

Jannette Amini
County Clerk

Notice of Public Meeting regarding Application for Plan of Subdivision

Take Notice That a public meeting will be held on Wednesday, June 28, 2017 at 6:00 p.m. in the Township of South Frontenac Council Chambers, 4432 George Street, Sydenham, ON, pursuant to section 51 of the *Planning Act* to consider an application for a plan of subdivision.

Property Description: The lands are legally described as Part Lots 14-15, Concession 8, Former Municipal Township of Loughborough Part 2, 13R18475 Township of South Frontenac, County of Frontenac.

Property Location: The lands are bound by 5550 McFadden Road.

Purpose and Effect of the Proposal: The proposed development is to permit the creation of five (5) vacant lots for future development at 5550 McFadden Road. The lots will each have an area of approximately two to three hectares with frontage and individual entrances directly on McFadden Road. The lots are intended to accommodate future residential development on private services.

Additional information about the application can be viewed at the Planning and Economic Development office of the County Administrative Building, 2069 Battersea Road, Glenburnie, between 8:30 a.m. and 4:00 p.m., Monday to Friday. Inquiries may be made by telephoning Megan Rueckwald, Community Planner, 613-548-9400, ext. 359 or via email at mrueckwald@frontenacounty.ca. Further, digital copies of the proposed subdivision can be found at the following website:
<http://www.frontenacounty.ca/en/corporate/CurrentPlanningApplications.asp>

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Mail: 2069 Battersea Road, Glenburnie, ON K0H 1S0

Fax: 613-548-8460

Email: mrueckwald@frontenacounty.ca

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body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the board, there are reasonable grounds to do so. The County of Frontenac is the approval authority for plans of subdivision.

If you wish to be notified of the decision of the County of Frontenac in respect of the plan of subdivision, you must make a written request to:

County of Frontenac, Planning and Economic Development
Attention: Director of Planning and Economic Development
2069 Battersea Rd. Glenburnie, ON K0H 1S0

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Dated at Glenburnie, Ontario
This 30th day of May, 2017.

Jannette Amini
County Clerk



CANADA POST
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GANANOQUE ON K7G 1G0
CANADAPOST.CA

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Date June 1, 2017

Mayor Ron Vandewal
Municipality of South Frontenac
PO Box 100
Sydenham On K0H 2T0

RECEIVED
JUN - 2 2017
TOWNSHIP OF
SOUTH FRONTENAC

Re: Potential adjustment to weekday business hours at the Verona post office

Dear Mayor

Canada Post is proud to deliver to every Canadian address and serve Canadians through its vast network of post offices.

Our goal is to continue to serve the people in your community when they use the post office the most. To do so, we regularly review our services to ensure they align with community use. A careful review has determined that we have a very small number of local customers between the hours of 8:00-9:00 and 17:00 and 17:30 Monday to Friday. We are therefore considering reducing the hours of operation on weekdays.

We will be holding discussions with the local representative of our employees' association, the Canadian Postmasters and Assistants Association, and will communicate with you once these discussions have occurred.

Rest assured that these potential changes will take our customers' and your constituents' postal needs into consideration. We remain committed to providing postal services in communities across the country.

Please do not hesitate to contact me at 613-203-0860 if you require further information or assistance.

Sincerely,

Paul O'Grady

Manager
Local Area

Subject: AMO Needs Your Attention and Assistance

June 8, 2017

Members of Council and Heads of Administration:

Below are three critical matters that are our immediate focus and will impact you somehow. You and your senior management should be aware of them, as they will move forward in the next few weeks:

- i. Proposed Asset Management Regulation is posted for comment until July 24 on the EBR (Registry Number: 013-0551) Why should you care? The regulation proposes more criteria (e.g., establishing service levels, undertaking an operational cost analysis including matters such as energy costs). It standardizes the way municipal asset management plans will be done in a rather aggressive, but phased, timeframe. Many local governments will likely need to update and expand their plans to meet the proposal. The Ministry did a consultation last year. Our advice to the government was that a regulation was not the best path forward, and the timing and the capacity challenges (staff and financial) are significant. Many councils and senior staff need to consider how this will affect them locally and provide their input: <https://www.ebr.gov.on.ca>.
- ii. WSIB is drafting a policy on chronic mental stress injuries in the workplace. Consultation ends July 7. The budget bill (Bill 127) allows for this type of claim. It feels as open-ended as the workplace harassment legislation, which in essence left it to the courts to determine based on case evidence. Finding balance in this is challenging: <http://www.wsib.on.ca>.
- iii. *Fair Workplaces, Better Jobs Act, 2017* (Bill 148) proposes new requirements for all employers including municipal governments. There is certainly growing concern about the impacts on the private sector. As of today, there is no information on when the provincial Standing Committee will start hearings or where:
http://www.ontla.on.ca/web/bills/bills_detail.do?locale=en&Intranet=&BillID=4963.

AMO's Board meets June 16 to consider its response to these items. We will send you some information on June 19. At that point, we will be looking for additional voices. Be ready. Stay tuned.