

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

**MEETING #10**



**Audio Broadcast to the Township's Facebook Page  
<https://www.facebook.com/SouthFrontenacTwp>**

TIME: 7:00 PM,  
DATE: Tuesday, February 8, 2022  
PLACE: Council Chambers/Electronic  
Participation.

1. Call to Order and Roll Call
  - (a) Motion
2. Declaration of pecuniary interest and the general nature thereof
3. Approval of Agenda
  - (a) Motion
4. Scheduled Closed Session - not applicable
5. Public Meeting - not applicable
6. Delegations - not applicable
7. Reports Requiring Direction
  - (a) **Short Term Rentals - Information Session** 3 - 44
8. Reports for Information
  - (a) **Site Plan Control Application SP-01-21-L - Unit 1, Hinterland Lane - Johnston Point** 45 - 66
    - This report recommends that Committee of the Whole receive background information on the individual site plan control application for Unit 1 in Johnston Point. This Unit is located at the south end of Hinterland Lane and proposed to be developed with a single detached dwelling. The Johnston Point Condominium and Master Site Plan Agreements require individual Units within the condominium to obtain site plan control approval prior to the issuance of a building permit.  
  
A by-law with the Master Site Plan Agreement will be brought to a future meeting for Council's consideration.
9. Rise & Report from Committees of Council
  - (a) County Council
  - (b) Frontenac Community Arena Board
  - (c) Police Services Board

- (d) South Frontenac Museum
- 10. Information Items
- (a) **Report on Rural Ontario Municipal Association (ROMA) Conference from Councillor McDougall** 67
- 11. Notice of Motions
- 12. Announcements/Statements by Councillors
- 13. Question of Clarity (from the public on outcome of agenda items)
- 14. Closed Session
  - (a) **Motion** - Committee of the Whole will move into a closed session as permitted by the Municipal Act, Section 239.2 to discuss a matter related to item (b) personal matters about an identifiable individual, including municipal or local board employees; with respect to staffing and restructuring.
  - (b) **Staffing and Restructuring - Verbal report from Interim CAO**
  - (c) **Motion** - move out of Closed Session
- 15. Adjournment
  - (a) Motion
    - Natural, Vibrant and Growing - A Progressive Rural Leader



**SOUTH  
FRONTENAC**

# Short-Term Rentals

## An Information Session

Committee of the Whole  
February 8<sup>th</sup>, 2022

# Agenda

1. Background/Purpose
2. Introduction to Short-Term Rentals
3. STRs in South Frontenac
4. Regulatory Framework
5. Program Delivery Considerations
6. Examples of Ontario STR Regulation
7. Next Steps



# Background

On November 2<sup>nd</sup>, 2021 Council received a delegation from Rick Ottenhof and Gabor Solymar regarding the challenges of Short-Term Rentals in South Frontenac.

That presentation and attachments can be found [here](#).

At that meeting, Councillor Sutherland served a notice of motion regarding a future staff report and recommendations for regulating Short-Term Rentals in the Township.



# Background continued

On November 16<sup>th</sup>, 2021 Council passed the following motion:

*Resolution No. : 2021-33-05*

*Moved by Councillor Sutherland*

*Seconded by Councillor Ruttan*

***That the Council of the Corporation of the Township of South Frontenac direct staff to report back to Council by or before March 31, 2022 with options for regulating the Short Term Rental industry in South Frontenac.***

# Purpose

This report provides information about Short-Term Rentals (STRs) in South Frontenac, explains the regulatory framework that applies to STRs, provides examples of other communities' approaches to the issue, and discusses the sorts of mechanisms Council could employ to manage this issue.

This report does not recommend a specific STR regulatory approach and no decisions are being sought at this meeting.

Instead, it builds a foundation of knowledge from which to base next steps, and **recommends that community consultation and a discussion paper be authored, beginning in late 2022 (subject to available resources), prior to development of any specific regulatory measures.**



A photograph of a bedroom in a log cabin. The room features a bed with a patterned quilt, a wooden bench at the foot of the bed, and a nightstand with a lamp. Large windows and a sliding glass door provide a view of a forested landscape. The text "Introduction to Short-Term Rentals" is overlaid in the center of the image.

# Introduction to Short-Term Rentals

# What is a Short-Term Rental?

- Short-Term Rental is a generic term to describe furnished rooms or self-contained units that are rented for short periods of time
- Rental durations vary, but can be as short as one day, up to one month
- STA (*Short-Term Accommodation*), AirBnB, Vacation Rental and other terms are used interchangeably



# What is a Short-Term Rental? continued

- STRs are different from regular apartments in that they are not typically rented for periods of longer than a month and are not considered the renter's permanent dwelling; and,
- STRs are different from hotels/motels in that they are *typically* not purpose built, multi-unit short-term rentals (which are treated differently under the building and fire codes and under many Official Plans and Zoning By-laws)



# Why the Proliferation of Short-Term Rentals?

- Demand/consumer preference/experiential tourism
- Domestic tourism and the pandemic
- Return on investment/ease of operation vs. regular monthly rentals
- Supplementary income
- Crowd-sourced oversight
- Ease of booking
- Value



# Why have STRs become a Hot Topic for Municipalities?

- Land-use/Legality
- Nuisance issues
- Health & safety issues
- Affordability and availability of housing
- Tourism growth in non-traditional areas
- Strain on infrastructure
- “Dark” neighbourhoods
- Taxation (Municipal Property Tax and Transient Accommodations Tax)

A photograph of a bedroom in a log cabin. The room features a bed with a floral patterned quilt, a wooden bench at the foot of the bed, and a wooden nightstand with a lamp. Large windows and a sliding glass door provide a view of a forested landscape. The walls and ceiling are made of wood.

# Short-Term Rentals in South Frontenac

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# The STR situation in South Frontenac

## Vacation Rentals aren't New!

- Long history of vacation/cottage rentals in the Frontenacs
- STRs play an important part in the local economy and the livelihoods of local residents
- Most cottage resort and vacation rental owners take pride in their rentals; they're operated professionally and have rarely been a source of the current emerging challenges

# The STR situation in South Frontenac

- Peak of 409 STRs (Q3 2021) in “Frontenac” (SF, CF & NF)
- Over 90% are whole-home STRs
- Peak occupancy of 97% (July 2021)
- Average daily rate of \$287 (calculated over the past year)
- Median monthly revenue between \$1,700-\$6,000 depending on season

<https://www.airdna.co/vacation-rental-data/app/ca/ontario/frontenac/overview>



# Not all Short-Term Rentals are Created Equal

- Non-owner occupied STRs
- Owner occupied STRs
  - Bed & Breakfasts
  - Second dwelling unit STRs
- Traditional cottage rentals
- Large STRs (whether owner occupied or non-owner occupied)
- Purpose-built STRs
- Hotels/Motels/Resorts (Tourist commercial)



# Some Emerging STR Challenges

**South Frontenac has been a cottage destination for years, so what has changed?**

- Different visitor demographic, volumes and demands
- Increasing number of STRs in otherwise residential locations
- Has created issues of compatibility

# Some Emerging STR Challenges continued

- Nuisance
  - Noise, parking, waste
- Safety
  - Fire prevention/open-air burning
  - Boating concerns
  - Emergency response
- Environmental Impacts
  - Septic system design and capacity; Lake water quality
- Private Lane issues
  - neighbour/owner conflict; legal access



# Local Benefits and other Considerations

- Economic benefit; employment
- Tourism Growth
- County Destination Development Efforts
- Cottage Culture
- Seasonality
- Owner income
- Transient accommodation taxation
- Impact on housing affordability/availability



# Stakeholders

- Owner/Operators (owner occupied)
- Non-resident owners
- Residents/neighbours
- Visitors
- Traditional accommodations (cottage resort, hotel/motel)
- Realtors
- Emergency Services
- Government/Enforcement
- Tourism businesses



# Regulatory Framework

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# Legislative Environment

- Planning Act
- Building Code
- Fire Prevention and Protection Act (FPPA)
- Municipal Act
  - Licensing, Municipal Accommodations Tax, AMPS, By-law enforcement, etc.)
- Others
  - Safe Drinking Water Act
  - Clean Water Act
  - Provincial Offences Act
  - Etc.

# Land Use Planning

- Official Plan
  - High-level policy document; *What* we want to achieve and why
  - Used to *enable* specific zoning and/or licensing provisions and other regulation
- Zoning By-law
  - Regulates the land use; *How* we achieve the policy objectives
  - Can address where STRs are located, setbacks, lot coverage, parking, etc.
- Site Plan Control
  - Control specific design characteristic of the site; applicable to exterior only
  - E.g. plantings/vegetation, buffers, signage locations, on-site parking *design*, etc.

# Are STRs a *Permitted Use* to begin with?

- Implications on how regulation is developed and which STRs are affected
- Do STRs represent illegal *commercial* uses in residential zones?
- If STRs were determined to be legal prior to regulation, are they “grandfathered” and not obligated to conform to new regulations?
- Generally, OPA/ZBA amendments apply to NEW developments only; however,
- Most aspects of licensing and property standards by-laws are NOT subject to grandfathering provisions

# Licensing

- Licensing regulates operations
  - Municipality is empowered to license various activities to achieve policy goals, community interests; Not limited to land use matters
  - E.g. Proof of insurance, floor plans, contact info, inspect for code compliance, etc.
- Licensing cannot restrict business activity on the basis of location alone
- Licensing cannot create surplus revenue for a Municipality
- Revenues should support the cost of operating the licensing program
- Proceeds from licensing cannot be used for other purposes



# Building and Fire Codes

- Changes or updates to the Building Code are generally not retroactive to structures that predate those changes; however,
- Fire code requirements *are* typically retroactive and may require updates to dwellings and structures
- All properties are subject to provisions of the OBC and Fire Code regardless of STR use or licensing; however, compliance with applicable codes can be made a requirement to obtain licensing



# Other Tools

## Property Standards

- The Ontario Building Code empowers Council to pass a by-law to regulate standards for maintenance and occupancy (Section 15.1 (3)).  
A property standards By-law may:
  - Prescribe standards for the maintenance and occupancy of property; and,
  - Require properties that do not conform with the standards to be repaired and maintained to conform with the standards
- Unlike other regulations, Property Standards By-laws do not 'grandfather' the conditions of existing properties

# Other Tools continued

## Administrative Penalties

- Administrative Penalties By-law allows for the following:
  - Penalties not limited to \$500 as they are under the Provincial Offences Act (POA)
  - Not subject to Provincial Offences Court and related costs
  - Simpler to pay and easier for municipalities to administer
  - Do not result in court convictions or insurance implications
  - Outstanding penalties can be transferred to property taxes
- Ideal for STR regulation since rental revenues render POA fines ineffective
- POA (Part III) still only option for prosecution of Zoning By-law infractions

# Program Delivery Considerations

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# Considerations

- What are the issues we want to address?
- What is needed to address those issues to the community's satisfaction?
- A “one-size-fits-all” approach to STR regulation won't work; every community is different
- Generally, municipalities should be careful not to enact regulations and associated programs that are in excess of what is necessary to meet those objectives



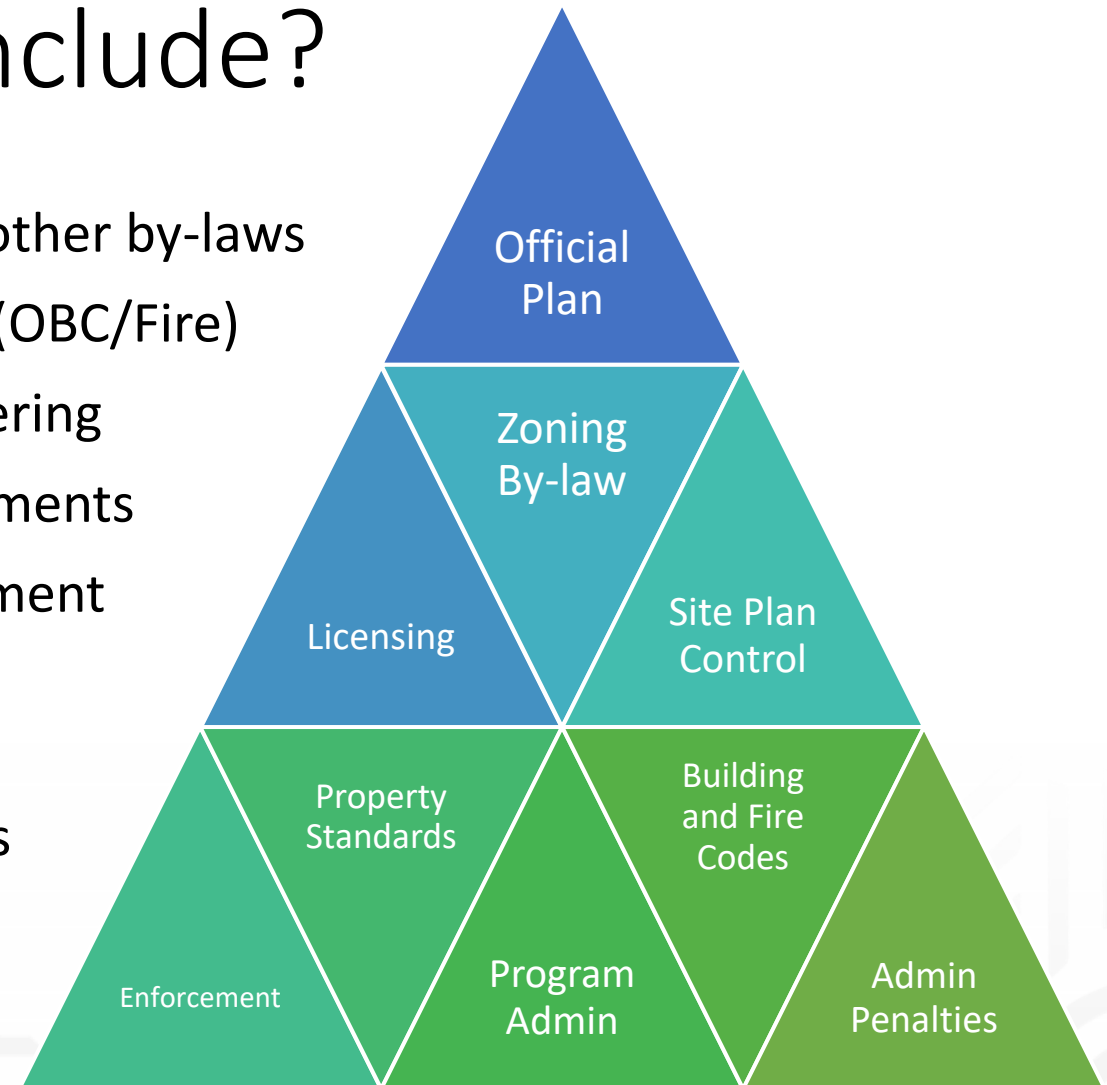
# Regulatory Considerations

- Environmental impacts
- Public Safety
- Nuisance
- “Neighbourhood” impacts
- Housing/Affordability
- Tourism/Economy
- Infrastructure impacts
- Buy-in/compliance
- Right of Way ownership/access



# What can regulations include?

- Density
- Types
- # of total STRs
- # of bedrooms
- # of rental days
- Location
- Noise, other nuisance
- Occupancy
- Parking
- Septic compliance
- Compliance with other by-laws
- Code compliance (OBC/Fire)
- Landscaping/buffering
- Insurance requirements
- Property management requirements
- Inspections
- Distance/set backs
- Waste collection
- And more...



# Program Administration Considerations

- Registration; Intake
- Application processing
- Software/database
- Fees
- Inspections
- Renewal/frequency
- Publication/access to information
- Staffing resources
  - Planning, Building, Fire, Finance, Admin
- Other resources
  - Vehicles, training, equipment
- Resulting Development pressures
  - Renovation, compliance, septic systems, etc.



# Enforcement Considerations

- Complaints
- Administrative Penalties
- AMPS administration (Clerk's Office)
- Legal costs/prosecutions
- Inspections
- Building/Fire/By-law Enforcement capacity



# Municipal Accommodation Tax (MAT)

- [Part XII of the Municipal Act](#) provides this new revenue tool
- Typically a pass-through fee to guests; not borne by property owners; can only be levied on accommodation costs (not food or other services)
- Revenues must be split between Tourism sector and Municipality
- Municipal share unrestricted (can be used for any purpose); but Tourism industry share must be used for marketing and destination development -  
- typically through a separate Destination Marketing Organization (DMO)
- Municipalities should keep the application of a future MAT in mind when considering regulation of STRs

# What does all this mean for STR regulation in South Frontenac?

- Various options for regulation
  - some much more onerous and time-consuming than others
- Rushing regulation can have unintended consequences or actually be ineffective at dealing with the real issues
- Careful identification of issues and targeted response is best
- MANY stakeholders; important to understand all the significant interests
  - Community buy-in is extremely important
- Even a simple STR program takes time to develop
  - Some steps are sequential, others can be done concurrently
  - E.g. Notice periods, public consultation, appeal periods, policy development, by-law creation, legal review, education and advertising, resource planning and implementation...

A photograph of a bedroom in a log cabin. The room features a large bed with a floral patterned quilt, a wooden bench at the foot of the bed, and a wooden nightstand with a lamp. A large window with a view of a forest is visible, along with a balcony area. The text "Examples of Ontario STR Regulation" is overlaid in white on the image.

# Examples of Ontario STR Regulation

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# Town of the Blue Mountains



- OP identifies different types of STRs
  - (i.e. Bed & Breakfasts, tourist cabins or cottages, hotels and motels etc.)
- Permitted in specific land use designations
- Council approved Site-Specific ZBA is required
- Subject to site plan control
- Not permitted in several low-density residential zones
- Max of 8 occupants; 120m over shortest distance required from another STA or B&B.
- STA License required; \$2500 license fee w/ \$1000 renewal; \$1500 fee/\$500 renewal for condos

<https://www.thebluemountains.ca/fire-services-law-enforcement/law-enforcement/short-term-accommodations>



# Niagara-on-the-Lake



- STA policy identifying types of STAs:
  - Villa, Cottage Rental and Vacation Apartment
- Description and provisions of new STA types
- Contains transition provisions
- 4-year licences with requirements for parking, insurance and a licensing fee
- All licensed properties are listed on the Town's website

<https://www.notl.org/content/short-term-rentals>

# Prince Edward County



- New definition of STRs (STAs) in OPA; new ZBA and licensing by-law plus property standards and administrative penalties
- Maximum densities of STRs for different land use designations
- Differentiation between owner-occupied and absentee ownership; 2-year and 4-year renewals respectively
- Initial inspections required followed by signed affidavits for renewals
- Progressive AMPS to deter contraventions of licensing
- STR information published on website

<https://www.thecounty.ca/residents/services/by-law-enforcement/short-term-accommodations/>

# Town of Wasaga Beach



- No Official Plan Amendment
- Regulation in 2014 through existing business licensing program
- Largely focused on nuisance issues
- Appropriate zoning also required to obtain a business licence; existing tourist accommodation zones were in place; but new zoning restrictions added through a downtown planning exercise
- Licence fees of \$150 per year
- High fines for homeowners who operate without a licence

<https://www.wasagabeach.com/en/town-and-government/resources/By-laws-and-Policies/Business-Licensing-By-law-Consolidated-amended-by-2020-87.pdf> (Page 76 of 82)



# Next Steps

- The ability to undertake consultation, policy development and implementation of STR regulations in the near-term is contingent upon available resources;
- Following completion of the Official Plan, research/consultation could begin between Q4 of 2022 and Q1 of 2023 with a Discussion paper produced in early 2023 (precursor to policy development);
- Depending on desired scope of regulations, draft policies and/or other regulation could be developed in 2023



Questions?



# Township of South Frontenac Staff Report

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**To:** Committee of the Whole

**Prepared by:** Development Services Department

**Date of Meeting:** February 8, 2022

**Subject:** **Site Plan Control Application  
SP-04-21-L  
Jeff & Susan Rath (applicant); Tracy Zander (agent)  
Unit 1, Hinterland Lane, Johnston Point**

## Summary

This report recommends that Committee of the Whole receive background information on the individual site plan control application for Unit 1 in Johnston Point. This Unit is located at the south end of Hinterland Lane and proposed to be developed with a single detached dwelling. The Johnston Point Condominium and Master Site Plan Agreements require individual Units within the condominium to obtain site plan control approval prior to the issuance of a building permit.

A by-law with the Master Site Plan Agreement will be brought to a future meeting for Council's consideration.

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## Recommendation

**This report is for information only.**

## Background

South Frontenac Council entered into the Master Site Plan Control Agreement with Magenta Waterfront Development Corporation and the owners of Units within the Johnston Point Plan of Condominium on December 21, 2021.

The Master Site Plan Agreement has been registered on the title of all the lands within the Johnston Point Plan of Condominium. The Master Site Plan establishes the requirements for individual site plan applications in Johnston Point.

Individual unit site plans must be prepared by an Ontario Land Surveyor or an engineer/architect based on a plan prepared by an Ontario Land Surveyor and conform the following:

- Environmental Benefit Permit (PT-C-001-16) issued October 28, 2018.
- All municipal conditions of the condominium agreement.
- Exterior lighting.
- Identified locations, dimensions and materials for driveway. The driveway shall be designed by a professional engineer to direct stormwater runoff and minimize erosion.
- Identification and maintenance of all vegetation in its natural state within 30m of the shoreline, save only for invasive species and the 1.5m pathway to the shoreline.
- Identified location, materials and width of the 1.5m pathway to the shoreline.
- Identification of the 40m tree protection setback from the shoreline where vegetation removal is limited to only those trees that require removal.
- Confirmation all structures meet zoning and setbacks from wetlands.
- Confirmation that the total area of disturbance for all structures, driveways and pathways conforms to the Environmental Benefit Permit & Master Site Plan.

Council will issue approval on each individual site plan agreement and enter in to a further, more detailed, agreement with each Unit owner prior to the issuance of a building permit for construction on their Unit.

## Discussion/Analysis

The individual site plan was prepared by Bone Inc. and was based on a survey prepared by Hopkins Chitty Land Surveyors Inc. who is a formal member of the Association of Ontario Land Surveyors.

- The site plan shows the location of the dwelling, driveway, well, primary and alternate sewage system. The property is proposed to be serviced with a Class IV – tertiary treatment sewage system. The agreement speaks to the requirements for maintenance and reporting requirements for the sewage system.
- Exterior lighting is referenced through the agreement. Exterior lighting is required to follow best practices for Dark Sky compliance lighting. Based on language in the agreement - a review of exterior lighting will be done within 6 months of occupancy and prior to the issuance of a final inspection for the building permit.
- The driveway location and design is shown on both the site plan and the lot grading and drainage plan. The driveway was designed by a professional engineer to direct stormwater runoff and has satisfied the requirements of the Township's Manager of Technical Services and Infrastructure. The driveway is gravel and will be maintained in that condition. The driveway location has been

staked by an OLS and it been confirmed that it is located outside the 30m setback from the adjacent provincially significant wetland.

- The site plan identifies the 30m buffer of the shoreline and notes that all vegetation must remain in its natural state within 30m of the shoreline, save only for invasive species and the 1.5m pathway to the shoreline. The agreement includes clauses that state the same.
- The site plan identifies the location of the 1.5m pathway to the shoreline in a location consistent with what was shown on the conceptual plan in the Master Site Plan. This pathway follows a natural route to the waters edge that minimizes the removal of trees in this area.
- The site plan shows the 40m tree protection setback from the shoreline. This setback is also staked on the property. The only trees permitted to be removed within the 40m setback is for the construction of a portion of the driveway. Other trees that have already been removed from the building envelope are outside the 40m setback. A species at risk assessment was completed by a qualified professional in accordance with the Environmental Benefit Permit prior to trees being cut outside the 40m setback.
- The dock shown on the site plan for Unit 1 complies with the size restrictions (maximum size of 20m<sup>2</sup>) and placement required in the condominium agreement.
- The Unit 1 site plan complies with the RLSW-103 zone provisions that apply to this property. The site plan includes a table that shows the requirements of the RLSW-103 zone versus the actual setbacks/lot coverage proposed for the development of Unit 1.
- The site plan has been based off information prepared by an OLS that has confirmed that all structures and the driveway are outside of the 30m setback from wetlands adjacent to Unit 1.
- The Master Site Plan allocated a maximum area of disturbance of 1,478 m<sup>2</sup> for Unit 1. The maximum area of disturbance as shown on the site plan for Unit 1 is 1052 m<sup>2</sup>, which is less that what is permitted by the Environmental Benefit Permit for Johnston Point.

Township staff are satisfied that the individual site plan for Unit 1 meets the relevant conditions of the Johnston Point Plan of Condominium and Master Site Plan Agreement. Staff are also satisfied that the site plan for Unit 1 meets the relevant conditions of the Environmental Benefit Permit (PT-C-001-16) issued October 28, 2018 for Johnston Point.

### Site Plan Agreement

The individual site plan agreement (attached) carries forward several key requirements from the Condominium Agreement and Master Site Plan. The site plan also establishes conditions that address the enforcement of the agreement.

The site plan agreement binds current and future owners of the subject property and will be registered on the title of the lands by the Township's solicitor.

The Owner has reviewed the site plan agreement and indicated their concurrence by signing it. Original signed copies of the agreement have been provided to the Township and will be shared with Council at the same time as the as the by-law being brought forward.

### **Financial Implications**

Not applicable.

### **Relationship to Strategic Plans**

Not applicable to this report.

This initiative is supported by the following priorities of the 2019-2022 Strategic Plan.

- Priority: Choose an item.
- Action Item (if applicable): N/A

### **Notice/Consultation**

The site plan drawing was reviewed by Planning Services staff for conformity with the condominium agreement, master site plan agreement and the Environmental Benefit Permit for Johnston Point.

Building Services staff reviewed the application from a Part 8 – Sewage Review perspective and are satisfied that the location and area shown on the site plan application is sufficient for the sewage system. Further detailed review will occur through the issuance of the building permit for the sewage system and the dwelling.

Public Services staff reviewed the lot grading and drainage plan and the design of the driveway. Public Services staff are satisfied with the site plan, the design of the driveway and lot grading and drainage plan for Unit 1.

The site plan was circulated to Cataraqui Conservation for review. Staff have no objection to the approval of application S-04-21-L based upon our consideration for natural hazards, natural heritage, and water quality protection policies

Cataraqui Conservation issued a permit under their regulation 148/06 on January 19, 2022.

## Attachments

1. Individual Unit Site Plan – Unit 1, Johnston Point
2. Individual Unit Site Plan Agreement – Unit 1, Johnston Point
3. Supporting information drawings and studies
  - Letter from Leslie Higginson, OLS
  - Lot Grading & Drainage Plan - Unit 1, Johnston Point
4. Conceptual Site Plan – Unit 1 – November 9, 2021 - Master Site Plan Agreement
5. Cataraqui Conservation – Comments on SP-04-21-L

## Approvals

Report prepared and submitted by:



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Claire Dodds, MCIP, RPP  
Director of Development Services

Approved By:



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Louise Fragnito  
Interim Chief Administrative Officer

ZONING AND SITE RESTRICTIONS NOTES		
<b>Municipality and Project Information</b>		
• Project type and description	New single Family Dwelling	
• Municipality	TOWNSHIP OF SOUTH FRONTENAC	
• Zoning designation	RLS1-103 (LIMITED SERVICE RESIDENTIAL WATERFRONT)-Magenta Waterfront Development	
<b>Lot area</b>		
• Total lot area	217,364.4 sq.ft / 20,183.8 m <sup>2</sup> / 4.99 ac.	
<b>Permitted (ft/m)</b>		
• Lot coverage	10,868.22 sq.ft / 1,009.7m <sup>2</sup>	3000.63 sq.ft / 278.77 m <sup>2</sup>
<b>Proposed (ft/m)</b>		
• Lot coverage	(5%)	(1.38%)
<b>Setbacks</b>		
• Interior Side Yard (Minimum)	9'-8" / 2.9m	18'-4" / 5.59m
• Setback from water's edge	131'-2 3/4" / 40m	145'-2 3/4" / 44.27m
• Right Lot setback	131'-2 3/4" / 40m	148'-3 1/2" / 45.20m
• Exterior Side Yard (Minimum)	32'-9 5/8" / 10m	131'-5 3/8" / 40m
<b>Building height</b>		
• Building height	36'-1" / 11m	25'-11 1/2" / 7.91m
• Gross floor area - Min	635.1 sq.ft / 59 m <sup>2</sup>	3798.84 sq.ft / 352.92 m <sup>2</sup>
<b>Septic area</b>		
• Septic area	914.93 sq.ft / 85 m <sup>2</sup>	
• New driveway area	3487.51 sq.ft / 324 m <sup>2</sup>	
• Building area	2637.16 sq.ft / 245 m <sup>2</sup>	
• Building grading area	1268.85 sq.ft / 117.88 m <sup>2</sup>	
• Deck area	355.21 sq.ft / 33 m <sup>2</sup>	
• Existing driveway area	1237.85 sq.ft / 115 m <sup>2</sup>	
• Deck area	215.28 sq.ft / 20 m <sup>2</sup>	
• Path way area	1431.80 sq.ft / 133 m <sup>2</sup>	
• Total development area (Deck area excluded)	11333.11 sq.ft / 1052.88 m <sup>2</sup>	



SYMBOLS LEGEND & NOTES	
PROPERTY LINE	---
INTERIOR SIDE YARD SETBACK	- - - - -
30M SETBACK FROM WATER'S EDGE	- - - - -
40M SETBACK FROM WATER'S EDGE	- - - - -
45M SETBACK FROM WATER'S EDGE	- - - - -
50M SETBACK FROM WATER'S EDGE	- - - - -
PROPOSED HOUSE	---
PROJECTING ELEMENTS	---
WATER EDGE	---
EROSION FENCE	---
HOUSE FOOTPRINT	█
SEPTIC	█
NO-TOUCH ZONE VEGETATED	█
VEGETATION	█
PROPOSED DOCK	█
DRIVEWAY	█
DISTURB SPACE OF HOUSE	█
SEPTIC AREA	█
WELL	●
LOT CORNER	⊕
FIRE HYDRANT	⊕
EXISTING GRADE	EG XXXX.X'
PROPOSED GRADE	PG XXXX.X'
FINISH FLOOR	F.F.

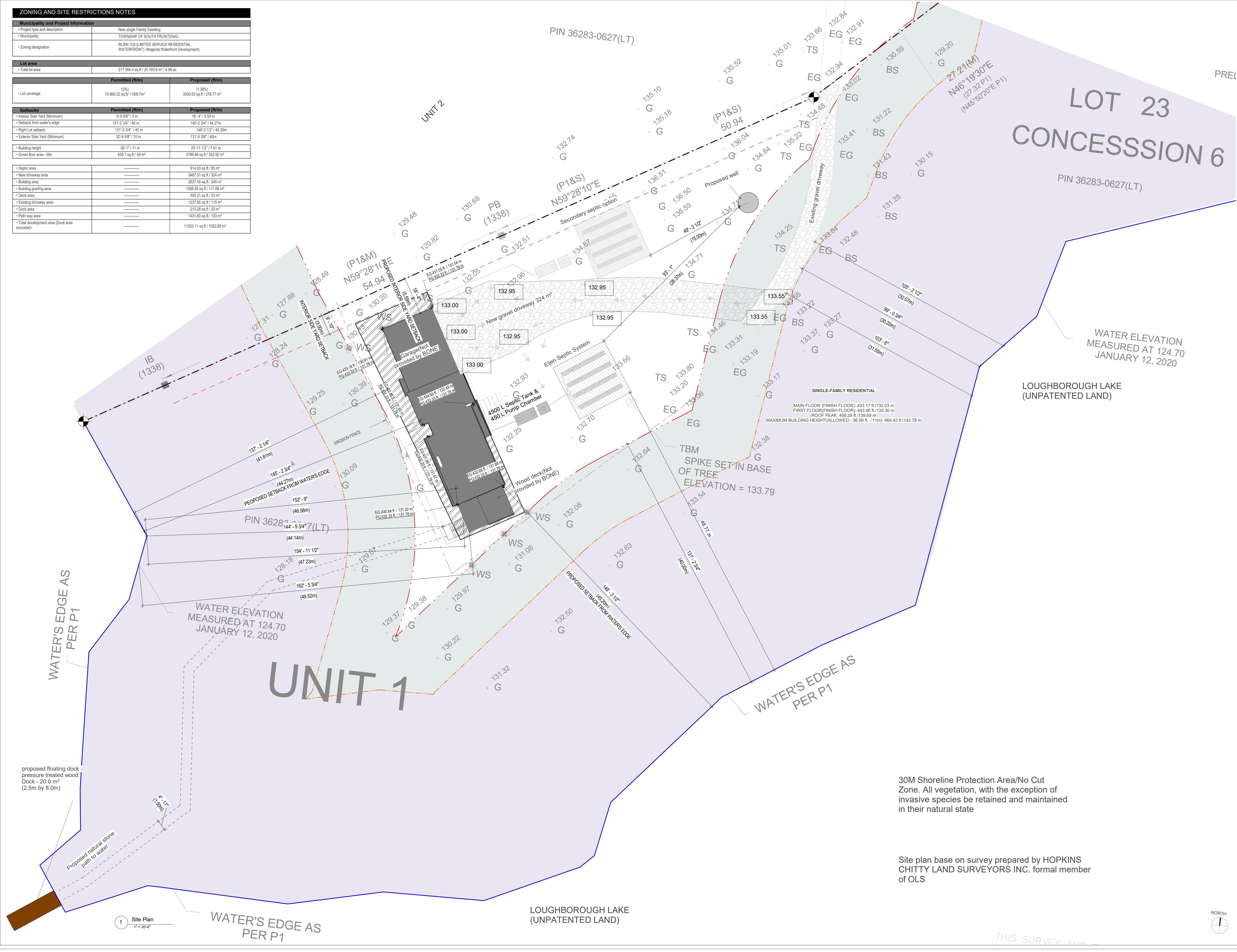
**Simple Concept**  
 2812 JOSEPH-A. BOMBARDIER, LAVAL, QC, CA H7P 6E2  
 T:450.978.0602 FAX:450.978.4917

THESE PLANS, PROVIDED BY BONE STRUCTURE, ARE FOR INFORMATION ONLY REGARDING THE CONSTRUCTION OF THE PROJECT BY AN AUTHORIZED DEALER. BONE STRUCTURE IS THE SUPPLIER OF A STRUCTURAL SYSTEM THAT INCLUDES THE ANCHORS REQUIRED FOR INDOOR AND OUTDOOR FINISH. OTHER BUILDING SYSTEMS ARE LISTED AND SHOWN FOR INFORMATIONAL PURPOSES AND ARE THE RESPONSIBILITY OF THE MANUFACTURER.

DATE	REVISION	BY	NO.
2021-11-17	Permit Revision-Site plan(AC)	MJ	6
2021-10-15	Permit Revision-Site plan(AC)	MJ	5
2021-07-28	Permit Revision-Site plan(AC)	MJ	4
2021-06-02	Permit Revision (AC)	MJ	3
2021-04-22	Issued for permit (AC)-Topo	MJ	2
2020-08-13	Issued for permit (AC)	MJ	1

PROJECT	DRAWING TITLE	DRAWN BY	CHECK BY	DATE	SCALE	REVISION	PAGE
RATH RESIDENCE	Site plan	MJ	BONE Structure	2021/11/17		6	A. 100

PROJECT	DRAWING TITLE	DRAWN BY	CHECK BY	DATE	SCALE	REVISION	PAGE
RATH RESIDENCE	Site plan	MJ	BONE Structure	2021/11/17		6	A. 100



30M Shoreline Protection Area/No Cut Zone. All vegetation, with the exception of invasive species be retained and maintained in their natural state

Site plan base on survey prepared by HOPKINS CHITTY LAND SURVEYORS INC. formal member of OLS

1 Site Plan  
1" = 20'-0"



THIS SURVEY AND...

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## SITE PLAN CONTROL AGREEMENT

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THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

**BETWEEN:**

**JEFFREY RATH & SUSAN PETERS RATH**

hereinafter called the "Owner"

- and -

**THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC**

hereinafter called the "Municipality"

**WHEREAS** the Owner is the registered owner in fee simple of certain lands described in Schedule "A", attached hereto, located in the Township of South Frontenac (the "Owner's Lands");

AND WHEREAS the Municipality is authorized to enter into this agreement and register it against the title to the Owner's Lands pursuant to section 41 of the Planning Act and section 6.17 of the Township of South Frontenac Official Plan;

AND WHEREAS the Municipality has passed by-law No. 2003-75 to designate all of the Township of South Frontenac as a "Site Plan Control Area";

AND WHEREAS the Owner acknowledges and agrees that the Owner's Lands are governed by a Master Site Plan Agreement, which agreement requires the execution of this individual Site Plan Agreement for the Owner's Lands in order to permit development;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties agree each with the other as follows:

1. The Owner covenants that the Owner is the Owner in fee simple of the Owner's Lands described in Schedule "A", attached hereto.
2. The obligations imposed by this Agreement affect the land described in Schedule "A" hereto and any restrictive covenants expressed herein run with the land and bind successors in title to the said lands as well as the successors and assigns of the Owner.
3. The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, develop the Owner's Lands in accordance with this Site Plan Agreement and the Master Site Plan Agreement and shall construct, use, and maintain those facilities and works in accordance with the terms of this Agreement. The drawings listed in Schedule "B" are hereby incorporated by reference into this Agreement. The originals of the Schedules are on file in the offices of the Municipality and shall govern in the event of any dispute.
4. The following schedules are attached to, and form part of this Agreement and

- no new building, structure or other facility shall be erected, altered or placed on the said land except in accordance with the attached schedules which consist of:
- a. Legal Description of Lands;
  - b. Site Plan Drawings and Reports; and
  - c. Municipal Conditions of Approval.
5. The Owner shall comply with any amendments, additions or deletions to the Site Plan Drawings that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands and the construction of the works and facilities required by this Agreement.
  6. Prior to the commencement of any construction, and subject to clause 8 below, the Owner agrees to obtain all other permits and approvals required by any other agency or authority having jurisdiction.
  7. The Owner covenants and agrees to develop the Owner's Lands in accordance with those municipal conditions set out in Schedule "C" to this Agreement. No development shall occur on the Owner's Lands that is inconsistent with this Agreement.
  8. The Owner agrees that they shall not apply for any building permits for the development of the Owner's Lands that is inconsistent with the Environmental Benefit Permit PT-C-001-16 issued on October 28, 2018 ("Environmental Benefit Permit"), and all work undertaken pursuant to this Site Plan Agreement shall be in conformity therewith.
    - a. The Owner acknowledges that the Municipality recommends consulting a biologist in connection with the Site Plan and development of the Owner's Lands to ensure compliance with the requirements of the registered Condominium Agreement, the Condominium Declaration and the Environmental Benefit Permit.
    - b. The Owner acknowledges and agrees that the actual disturbed area calculation, which is limited by the terms of the Environmental Benefit Permit, has been calculated by the Owner and incorporated into this site plan approval and no development shall be undertaken that exceeds the calculation.
  9. All site servicing is indicated on the Site Plan Drawings and the Owner covenants and agrees to comply with all setbacks shown thereon. Without limiting the generality of the foregoing, the Owner agrees that any well shall be located outside of the 40m setback from the highwater mark. All well construction shall comply with the general restrictions on construction imposed by the Environmental Benefit Permit.
  10. Development of the Owner's Lands shall be in accordance with the Condominium Agreement registered on title as Instrument Number FC329989 and the Master Site Plan for Johnston Point. In the event that there is any inconsistency between this Agreement, the Environmental Benefit Permit or the requirements of the Condominium Agreement, the Environmental Benefit Permit shall govern, followed in order of priority by this Site Plan Agreement, the Master Site Plan Agreement, and the Condominium Agreement to the extent of any inconsistency.
  11. The Owner acknowledges that the Municipality shall not maintain or repair and will have no obligation to maintain or repair the private gravel lane (right-of-way) that provides access to the Owner's Lands or to perform or provide any other municipal services normally associated with public highways within

- the Municipality. The Owner acknowledges and agrees that the entire length of the private lane shall remain unpaved in perpetuity.
12. The Owner acknowledges and agrees that the Municipality shall not be responsible for providing fire, ambulance and other emergency services to the Owner's Lands 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 the Owner's Lands.
  13. The Owner acknowledges and agrees that the Municipality shall not provide curbside waste disposal services to the Owner's Lands. Waste pickup will be available at the Township Road in a designated garbage and recycling collection facilities.
  14. In the event that the Owner fails to install or maintain the facilities covered by this Agreement, then, upon the Director of Development Services or designate giving seven days written notice by pre-paid registered mail to the Owner, the Municipality, through its employees, agents or contractors, may, without further notice, enter upon the Owner's Lands and proceed to supply all materials and to do all the necessary inspections and works in connection with the facilities, including without limitation the replacement of vegetation or other materials which have been removed from buffer areas and to charge the cost thereof, together with the cost of engineering and any other expenses incurred by the Municipality, against the Owner. Such entry and work shall not be deemed as an assumption by the Municipality of any liability. It is expressly agreed that the Owner or any person in possession shall not question the cost incurred by the Municipality for labour, materials or any other costs incidental to do the said work and this provision shall be deemed to operate as an effective estoppel in judicial proceedings if such costs are challenged or placed in question.
  15. 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 private road(s) serving the Owner's Lands, 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 at the time.
  16. Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.
  17. The Municipality will make reasonable efforts with the number of personnel available to it to inspect the works and facilities to be constructed in accordance with the Site Plan Drawings and this Agreement, but the Owner shall indemnify and save harmless the Municipality, its servants, agents and contractors from any responsibility or liability arising directly or indirectly from any failure or delay in completing such inspections.
  18. 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 works and facilities and to perform any work arising from or the result of any default by the Owner under this Agreement.
  19. 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.
20. The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Site Plan Drawings, including but not limited to, the preparation of this Agreement and all plans and specifications, and the supervision and inspection of the Works.
  21. 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.
  22. 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.
  23. The Owner consents to the registration by the Municipality at the Owner's expense of this Agreement against the title to the Owner's Lands and, in accordance with s. 41(10) of the Planning Act, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.
  24. The Owner shall ensure that the requirements of this Agreement and the Site Plan Drawings are brought to the attention of its contractors, employees and workers prior to the start of any construction.
  25. All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.
  26. 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.
  27. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
  28. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
  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. 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**

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Ron Vandewal - Mayor

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Angela Maddocks – Clerk

*We have authority to bind the Corporation*

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**JEFFREY RATH**

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**SUSAN PETERS RATH**

**SCHEDULE "A"****LEGAL DESCRIPTION OF LANDS**

Unit 1, Level 1, Frontenac Vacant Land Condominium Plan No. 85 and its Appurtenant Interest; subject to and together with Easements as set out in Schedule A as in FC331360; Township of South Frontenac

Together with an Easement and Right-of-Way over Unit 2, Level 1, Frontenac Vacant Land Condominium Plan No. 85 as in Instrument No. FC333248

## **SCHEDULE “B”**

### **SITE PLAN DRAWINGS**

THE ORIGINAL OF ALL PLANS AND REPORTS LISTED IN THIS SCHEDULE AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT ARE ON FILE IN THE OFFICE OF THE SOUTH FRONTENAC DEVELOPMENT SERVICES DEPARTMENT AND SHALL GOVERN IN THE EVENT OF ANY DISPUTE.

1. Unit 1, Johnston Point – Individual Site Plan. Prepared by BONE Structures.  
Dated: November 17, 2021
2. Lot Grading and Drainage Plan. Prepared by E.R. Trought Design Inc.  
Dated: September 10, 2021
3. Letter from Leslie Higginson, O.L.S. re Staking Unit 1. Leslie M. Higginson Surveying Ltd. Dated: October 4, 2021
4. Unit 1, Johnston Point - Species at Risk Pre-Clearing Report. Ecological Services. Dated: September 24, 2021.

## SCHEDULE "C" MUNICIPAL CONDITIONS

The Owner further covenants and agrees to develop the Owner's Lands in accordance with the following Municipal Conditions:

1. The Owner agrees to construct all works and facilities in a good and workmanlike manner and, where applicable, according to the Municipality's normal standards and specifications.
2. The Owner agrees to take all reasonable precautions to reduce dust, noise and other nuisances and to ensure public safety during the development of the Owner's Lands and construction of the works and facilities required by this Agreement.
3. The Owner shall be responsible for installing and maintaining all sediment and erosion controls in accordance with best management practices prior to and during construction activities.
4. The Owner agrees to undertake site alteration consistent with the lot grading and drainage plan approved by the Municipality. The lot grading and drainage shall be maintained consistent with the plan. Any deviation from the approved lot grading and drainage plan must be reviewed by the Municipal Engineer or their designate prior to any work being started. Minor deviations may be approved by the Municipal Engineer in consultation with the Director of Development Services. Should the deviation be considered major by the Municipal Engineer and the Director of Development Services, an amendment to the site plan agreement will be required to be approved by Council.
5. The driveway shall be located a minimum of 30 metres from any waterbody and shall be designed by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. The driveway shall be constructed and maintained in accordance with the design approved by the Municipality.
6. The Owner acknowledges that consistent with the Environmental Benefit Permit, driveways must remain unpaved, however footprints for cars may be paved.
7. The Owner agrees to obtain the approval of Hydro One Networks Inc prior to connecting to or relocating existing hydro services.
8. The Owner shall ensure that all development conforms, at a minimum, to the following:
  - a. The Environmental Benefit Permit;
  - b. All development on the Lands within 120 metres of the Provincially Significant Wetlands and within 50 metres of the shoreline of Loughborough Lake is subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06). The Owner shall obtain written permission by obtaining a Permit from Cataraqui Conservation Authority prior to any development (e.g. filling, lot grading, construction) taking place within the regulated area, alteration to the shoreline and/or interference with a wetland. A copy of any Permit issued by Cataraqui Conservation for works occurring on the Owner's Lands shall also be provided to the Municipality;
  - c. All Municipal Conditions as set out in Schedule "E" of the Condominium Agreement;

- d. Exterior lighting shall be installed and maintained consistent with the International Dark Sky Associations' best practices which includes directing any light emitted downwards and away from adjacent uses or the shoreline. An exterior lighting review will be completed by Township staff within 4 months of the occupancy certificate being issued for the dwelling;
  - e. The location, materials and dimensions for docks and pathways shall conform to the Condominium Agreement and this Agreement and shall not be varied without further approval from the Municipality;
  - f. Only one (1) dock shall be permitted to service Unit 1, and all other existing docks shall be removed. The surface area of the dock located on Unit 1 may not exceed 20 m<sup>2</sup> and its length shall not exceed 8 m;
  - g. In-water works, such as construction and maintenance of a dock, shall comply with the applicable Federal or Provincial in-water work timing restriction windows for fish spawning and turtle nesting. Any required permits shall be obtained by the Owner;
  - h. The location, dimensions and materials for the driveway shall conform to the Condominium Agreement and this Agreement and shall not be varied without further approval from the Municipality;
  - i. The 30 metre shoreline vegetation protection area shall be maintained in a natural state and all vegetation shall be retained, save only for invasive species, and the 1.5m wide pathway to the shoreline; and
  - j. The 40 metre tree protection setback from the shoreline shall be maintained in a natural state except for the removal of vegetation shown on the Site Plan Drawings listed in Schedule "B".
9. The Owner agrees that an Ontario Land Surveyor shall mark and stake the 30 metre and 40 metre setbacks from the highwater mark and shall stake the footprint of the buildings and primary sewage system area within the boundary of the building envelope. These marks and staking shall remain in place during construction and until a final inspection is completed by the Chief Building Official or their designate. It is acknowledged that the Chief Building Official or their designate may request other setbacks be confirmed by an Ontario Land Surveyor as required in order to confirm construction is consistent with the Site Plan drawing included in Schedule "B".
10. The Owner acknowledges that the Site Plan identifies a primary and alternative location for sewage systems. The Owner agrees that there shall be no construction of a well, dwelling, driveway, pool, garage or any other structure or site grading within the area reserved for the primary or alternate sewage system.
11. The dwelling on this Unit is serviced by a Level IV sewage treatment system (as defined by the Ontario Building Code).

The Owner is required to obtain a sewage permit from the authority responsible for Part 8 of the Ontario Building Code. The Level IV sewage treatment system shall be designed and installed by a professional who is qualified and certified under the Ontario Building Code Act.

The sewage system is to be maintained in accordance with the Ontario Building Code Act and the manufacturer's instructions. The Owner shall enter a maintenance contract with an authorized maintenance provider for the life of the system. A copy of the signed maintenance contract must be provided to the authority responsible for Part 8 of the Ontario Building Code prior to occupancy of the building being granted.

The Owner is expected to follow all instructions provided by the installer and maintenance provider. The Level IV sewage treatment system effluent is to

be sampled in accordance with the requirements of the Ontario Building Code Act. The Owner shall provide the Municipality proof of maintenance occurring on an annual basis by January 31 each year, including the results of the annual sampling results.

Any deviation to the location of the sewage disposal system shall be supported by a Professional Engineer with expertise in the field and approved by the Chief Building Official.

12. Human Remains and Archaeological Resources

- a. That in the event that deeply buried archaeological remains are discovered during construction or site development of a lot, the Owner shall immediately contact the Township of South Frontenac Development Services Department and the Ministry of Tourism, Culture and Sport, and
- b. That in the event that human remains are discovered during construction or site development of a lot, Owner shall immediately contact the Township of South Frontenac Development Services Department, the Ontario Provincial Police (OPP), the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services.
- c. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Owner shall immediately contact the Algonquins of Ontario Consultation Office 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@tanakiwin.com](mailto:algonquins@tanakiwin.com)

**Leslie M. Higginson**  
Surveying Ltd.



1064 Gardiners Road  
Kingston, Ontario, Canada K7P 1R7  
tel: 613.389.7986 fax: 613.389.5578  
www.lmhigginson.com

October 4, 2021

Jeff Rath

Re: Sketch showing Wooden Stakes set on  
Unit Number 1 on Frontenac Vacant Land Condominium No. 85  
Johnston Point  
Township of South Frontenac  
(Geographic Township of Loughborough)  
County of Frontenac

Dear Mr. Rath:

It is our understanding that you are required to complete the final items prior to a Building Permit being issued for the subject property:

1. Stake the 30M set-back near the Eastern Boundary of the property to ensure the existing driveway (and planned driveway) do not/will not enter the 30M set back to the High-Water Mark and Provincially Significant Wetlands (PSW).
2. Stake the new planned driveway and septic
3. Verify existing stakes for the planned building footprint is accurate

I have enclosed copies of a Sketch that we have prepared illustrating that the above 3 conditions have been met.

Our Sketch shows the location of the Wooden Stakes that we set marking the 30 m set back from the Eastern Boundary to the edge of the existing & new driveway, 4 rectangular Corners of the proposed Dwelling, the proposed location of the Septic and the 30 & 40 m setback from the Water's edge.

We have illustrated that the 30 m setback from the Provincially Significant Wetland does not affect the driveways or the proposed building location.

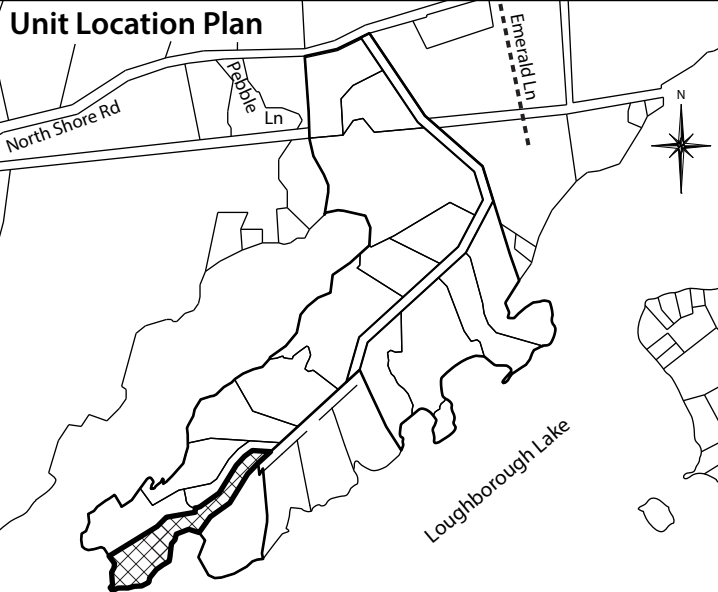
The position of the Water's Edge has been established using the information on the Frontenac Vacant Land Condominium Plan No. 85 and the location of the Survey Bars that we found along the northerly limit of the Unit.

If you have any questions or require additional information, please let us know.

Yours truly,

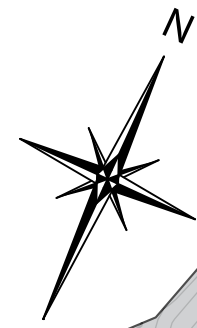
Leslie M. Higginson  
Ontario Land Surveyor





# Johnston Point Conceptual Site Plan - Unit 1

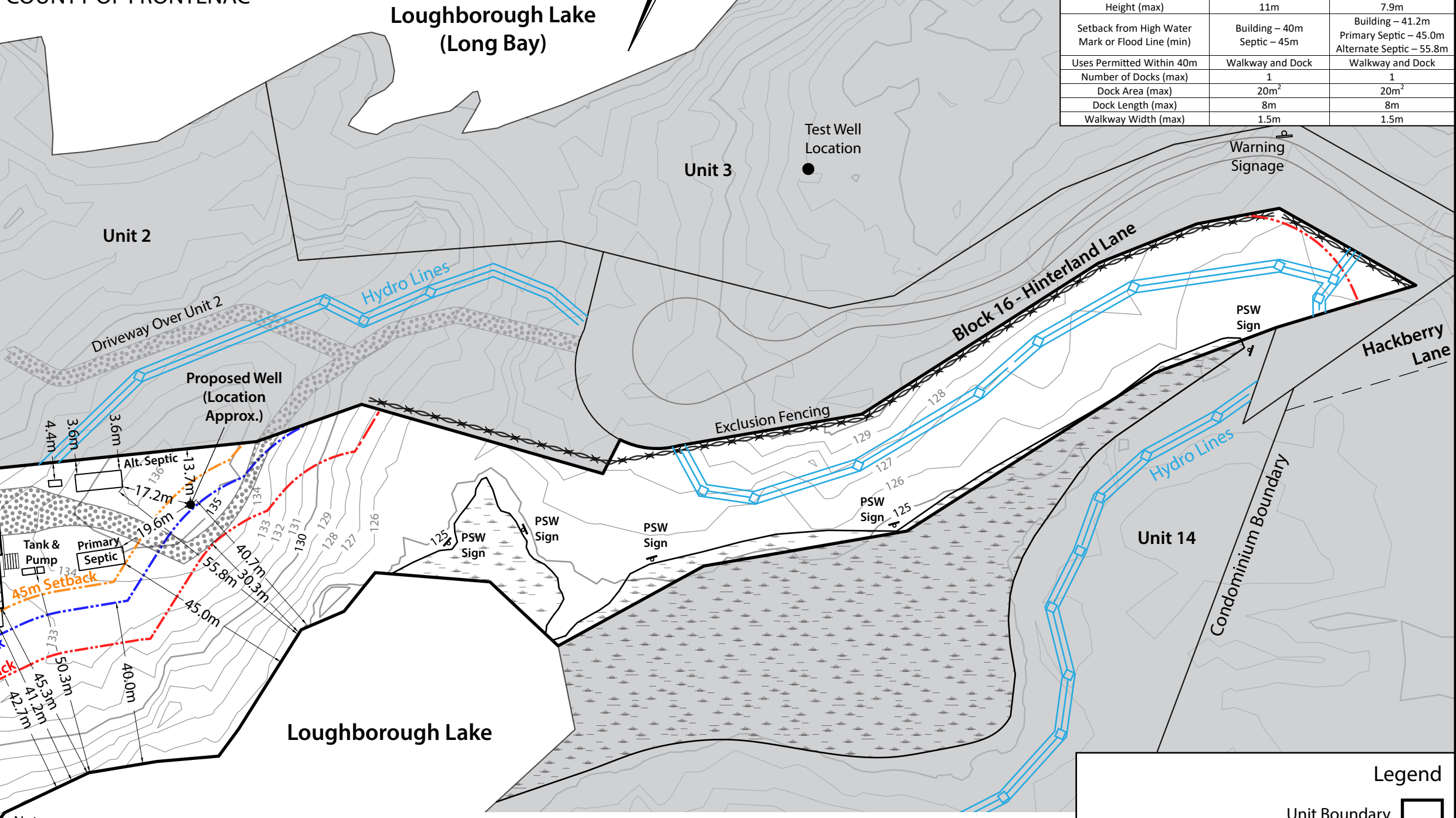
Part Lots 23, Concession 6  
Geographic Township of Loughborough  
Township of South Frontenac  
COUNTY OF FRONTENAC



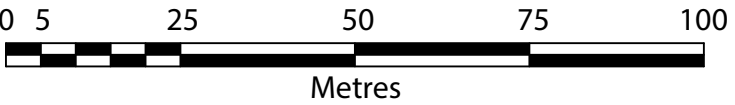
Unit 1 Site Statistics – RLSW-103 and EP Zones		
Provision (RLSW-103)	Requirement	Proposed
Lot Area (min)	10,000m <sup>2</sup>	19,868m <sup>2</sup>
Lot Frontage (min)	76m	213.3m
Water Frontage (min)	91m	337.7m
Front Yard (min)	30m	41.2m
Rear Yard (min)	10m	153.2m
Interior Side Yard (min)	3m	5.5m
Gross Floor Area (min)	59m <sup>2</sup>	317.8m <sup>2</sup>
Lot Coverage (max)	5%	1.44%
Height (max)	11m	7.9m
Setback from High Water Mark or Flood Line (min)	Building – 40m Septic – 45m	Building – 41.2m Primary Septic – 45.0m Alternate Septic – 55.8m
Uses Permitted Within 40m	Walkway and Dock	Walkway and Dock
Number of Docks (max)	1	1
Dock Area (max)	20m <sup>2</sup>	20m <sup>2</sup>
Dock Length (max)	8m	8m
Walkway Width (max)	1.5m	1.5m

Unit specific plans included with the Master Site Plan are for conceptual purposes only and have not been tested or verified by consultants as will be required in the case of individual site plan applications. ZanderPlan assumes no responsibility for the accuracy or viability of the conceptual unit site plans that are subject to all municipal requirements, engineering studies, the requirements of the benefit permit, the requirements of the condominium agreement, and the requirements of the declaration.

The co-ordinates used for the preparation of the Master Plan are reproduced from the draft plan of condominium and accuracy of that plan is verified by an Ontario Land Surveyor.



Proposed Dock - 20.0m<sup>2</sup>  
(2.5m by 8.0m)



- Notes:
- The locations and sizes of the proposed dwelling, primary eljen and alternate eljen septic systems derived from the site plan drawing provided as part of the building plans for the property completed by BONE Structure.
  - Final dwelling size and location, septic size and location, dock location, and the pathway to the water will be determined through a future site plan control application for the unit. All site improvements shown in the conceptual master plans, including but not limited to driveway locations, have been placed without regard to topography or feasibility of design or construction of such features in locations shown and may change or be relocated subject to all restrictions in the zoning, condominium agreement, declaration and master site plan agreement.
  - The driveway leading to the development area will travel over the abutting Unit 2 and will not access Block 16 directly.
  - Signs to delineate the edge of the Provincially Significant Wetlands have been shown on this plan. The sign locations and spacing between are conceptual and must be confirmed by a qualified professional.
  - Per the Overall Benefit Permit exclusion fencing has been shown along the common lot line between Unit 1 and Block 16 to deter wildlife from crossing into the travelled road.
  - Lands within the 30 metre setback from the High Water Mark / Flood Line for the lot will comprise a shoreline protection area / no cut zone. All vegetation with the exception of invasive species shall be retained and maintained in a natural state.
  - Lands within the 40 metre setback from the High Water Mark / Flood Line of the lot will comprise a Tree Protection Area to ensure all living trees greater than four inches in diameter at breast height shall be maintained unless approved for removal. Vegetation clearing for development including driveways, building and septic fields shall not occur between April 1st and October 30th. Clearing may only occur during this period if a qualified professional is present on-site.
  - The proposed dock must only be a pole dock or floating dock. Removal of aquatic vegetation is not permitted.

**Legend**

- Unit Boundary
- Dwelling Footprint
- Provincially Significant Wetlands
- Proposed Driveway
- 30m High Water Mark / Flood Line Setback
- 40m High Water Mark / Flood Line Setback
- 45m High Water Mark / Flood Line Setback
- Hydro Lines
- Exclusion Fencing



December 13, 2021

File: SPC/FRS/408/2021

### **Sent by E-mail**

Claire Dodds, Director of Development Services  
Township of South Frontenac  
P.O. Box 100  
Sydenham, ON K0H 2T0

Dear Ms. Dodds:

**Re: Application for Site Plan Control S-04-21-L (Magenta Waterfront Corp.)  
Part Lot 23, Concession 5; Unit 1 Johnston Point Condominium  
Township of South Frontenac (Loughborough District)  
Waterbody: Loughborough Lake / Provincially Significant Wetland**

Cataraqi Conservation staff have reviewed the technical circulation for the above-noted application, including the following:

- Application for Site Plan Approval (Magenta Waterfront Corp., June 11, 2021)
- Site Plan for Unit 1 – Rath Residence (BONE Structure, Nov. 17, 2021)
- Unit 1 Lot Grading & Drainage Plan (E.R. Trought Design Inc., Sept. 10, 2021)
- Species at Risk (SAR) Inspection Report (Ecological Services, August 24, 2021)

### **Summary of Proposal / Site Description**

The proposal involves construction, filling and site alteration / lot grading for a 2 hectare parcel of land described as Unit 1, Johnston Point Condominium. The subject property is located along the north shore of the east basin of Loughborough Lake, east of Perth Road and south of North Shore Road in South Frontenac Township. The property is currently vacant.

The property is located at the western end of the Johnston Point plan of condominium development. A portion of the Loughborough Lake provincially significant wetland (PSW) is located along the eastern side of the property. The topography of the property can be characterized as rising steadily from the shoreline toward the interior of the lot where development is proposed.



## Discussion

The main interests of Cataraqi Conservation in this proposal are the avoidance of natural hazards (e.g. flooding and erosion) associated with the shoreline of Loughborough Lake, the use of appropriate sediment and erosion control measures, the protection of natural heritage (e.g. woodlands and wetlands) and water quality. Staff provide the following comments for the Township's consideration and action/response by the applicant.

### Natural Hazards

1. The setbacks for development proposed in the original Environmental Impact Assessment (EIA) (Ecological Services, June 12, 2014) and the addendums to the EIA (Ecological Services, March 30, 2016 and November 2, 2020) place all development outside of any area that may be subject to risk due to flooding and erosion associated with the shoreline of Loughborough Lake. Staff have no concerns from a natural hazard perspective.

### Sediment and Erosion Control

2. Sediment and erosion control has been addressed through the installation of erosion control fencing around the development envelope. Staff have no concerns from a sediment and erosion control perspective.

### Natural Heritage / Water Quality

3. The EIA recommended a 30 metre "no cut" zone so that a proper buffer is maintained along the shoreline. This area has been appropriately identified on the site plan drawing as a "30M Shoreline Protection Area/No Cut Zone."
4. Staff note that all development is proposed to be outside of the required 40 metre setback from the highwater mark of Loughborough Lake. Staff have no concerns from a natural heritage and water quality perspective.

### Ontario Regulation 148/06

5. Staff note that a permit under Ontario Regulation 148/06 (see description below) is required for development (e.g. construction, filling, and lot grading) within 120 metres of the Loughborough Lake PSW. Therefore, a Cataraqi Conservation permit will be required prior to development taking place.



## Recommendation

Staff have no objection to the approval of application S-04-21-L based upon our consideration for natural hazards, natural heritage, and water quality protection policies. Please inform this office in writing of any decisions made by South Frontenac Township regarding this application.

### Ontario Regulation 148/06

Please note that a large portion of the property is subject to Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses, which is administered by Cataraqi Conservation. The purpose of the regulation is to ensure that proposed changes (e.g. development and site alteration) to a property are not affected by natural hazards, such as flooding and erosion, and that the Loughborough Lake wetland complex is protected. The applicant or future owner(s) of the lands will be required to contact the undersigned at the building permit stage for more information regarding permitting requirements under Ontario Regulation 148/06.

If you have any questions, please contact the undersigned at (613)546-4228 extension 244, or by e-mail to [aschmidt@crca.ca](mailto:aschmidt@crca.ca).

Yours truly,

*Andrew Schmidt*

Andrew Schmidt  
Supervisor, Development Review

/as

c.c. Michelle Hannah, Planning Assistant, South Frontenac Township (via e-mail)

ROMA CONFERENCE REPORT JAN. 24, 25, 2022JOHN MCDOUGALL, COUNCILLOR

I am most grateful to the Township of South Frontenac for the opportunity to attend this year's Rural Ontario Municipal Association Conference held virtually on Zoom.

The highlights for me were as follows:

1. The opening speech by National Chief Perry Bellegarde on the relationship between Local Municipal Councils and the Native Councils in reference to garbage and water management and communications in general. We have 60 unique indigenous nations in Canada and sustainable economic reconciliation is key.
2. ROMA Chair and Westport Mayor, Robin Jones, spoke of the ROMA opportunities post-pandemic of broadband improvement, partnership with AMO for efforts for stable provincial funding and housing support.
3. The New Conservation Authorities Act changes were explained by RVCA's Sommer Casgrain-Robinson and included the changes and new factors which will eventually involve Township Councils in service level conversations with their CA's. There are four excellent fact sheets available on the AMO website.
4. The session on RURAL HOMELESSNESS, emphasized the difficulty that rural communities have in identifying their homeless populations using the "Point in Time" count. *HOUSING FIRST* works in most communities because it includes supports for the families as well as a roof over their heads. This session and one other housing session included examples of successful housing, much in partnership with the NFP sector and indigenous communities.
5. South Frontenac's Katheryn Wood of Pivotal Momentum and Robin Jones, the mayor of Westport, presented the five themes of the new *ROMA PLAN FOR ACTION*: Transportation, Digital Connectivity, Growth and Development, Changes in the PPS for rural development and the rethinking of long-term care and community medicine. These were projected in the framework of rural labour force opportunities and supply chains.
6. The conference also offered the usual Minister's Forum, provincial leaders' speeches and the Question Box Panel.

A Zoom Conference is not nearly as much fun as the real thing, but it certainly was just as informative and beautifully prepared. Thank you for this opportunity.

Sincerely,

John McDougall